

## Memo

Date: June 14, 2018

To: Allouez Village Board

From: Brad Lange

Re: Sale of 3241 - 3245 Riverside Drive

The Village received an offer to purchase parcels AL-125-7 and AL-125-8, also known as 3241 - 3245 Riverside Drive, from Karen L. Classon in the amount of \$100,000 for the construction of a mix use development on this site. The mix use will consist of a 2 story building with offices on the first floor and an apartment on the second floor.

The Village Board had countered the offer and the purchaser has accepted the counter, therefore an agreement has been reached and the Village Board is asked to ratify the agreement.





59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and to be completed by Seller as provided in Addendum A

68  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**  
70 **CLOSING** This transaction is to be closed no later than July 31, 2018

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 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
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

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 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**  
88 **regarding possible tax changes.**

89  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 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  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are The Property is not leased

97 \_\_\_\_\_ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.  
98 **N/A GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
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, Wetland 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 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail 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 **N/A 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 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 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 pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property 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  
119 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>.

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

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

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

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

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

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

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

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

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

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

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

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.  
 501 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.

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of SEE LINE 526

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518  **RIGHT TO CURE:** Seller (shall)(shall-not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and  
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Line 506: an inspection of the Property to determine  
527 suitability for the proposed use described at lines 306-308. Buyer may also conduct such  
528 testing as Buyer deems necessary to determine the suitability of the Property for the  
529 intended use.

530 \_\_\_\_\_  
531 Seller agrees to use Dominion Title & Exchange Services for the title company.

532 \_\_\_\_\_  
533 Buyer is a licensed Wisconsin real estate broker.

534 \_\_\_\_\_

535 This Offer was drafted by [~~Licensee and Firm~~] Mark A. Bartels, One Law Group, S.C. Attorney for Buyer

536 \_\_\_\_\_  
537 (x) \_\_\_\_\_ *Karen I. Classon* May 4, 2018  
538 Buyer's Signature ▲ Print Name Here ▶ Karen I. Classon Date ▲

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  
542 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

546 (x) \_\_\_\_\_  
547 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

548 (x) \_\_\_\_\_  
549 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

550 This Offer was presented to Seller by [~~Licensee and Firm~~] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

The following terms and conditions included in this ADDENDUM A TO VACANT OFFER TO PURCHASE (this "Addendum") are hereby made a part of the attached, completed WB-13 Vacant Land Offer to Purchase form (the "Form") for the property located at 3241-3245 Riverside Drive, in the Village of Allouez, County of Brown, State of Wisconsin, Tax Parcel Numbers: AL-125-7 and AL-125-8 (the "Property"), by and between KAREN L. CLASSON ("Buyer") and VILLAGE OF ALLOUEZ, WISCONSIN ("Seller"). In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Form, the terms and conditions of this Addendum shall control. The Form and this Addendum are hereinafter collectively referred to as the "Offer."

1. Notices. All notices to Buyer under this Offer shall be copied to: Attorney Mark A. Bartels, One Law Group, S.C., 444 Reid Street, Suite 200, P.O. Box 5637, De Pere, WI 54115-5637; Fax Number (920) 336-5769; Email Address: [mbartels@onelawgroupsc.com](mailto:mbartels@onelawgroupsc.com).
2. Vacant Land Disclosure Report. Seller agrees, within five (5) days of acceptance of this Offer, to accurately complete, sign and deliver to Buyer a Vacant Land Disclosure Report (blank copy attached to this Offer). Buyer shall have ten (10) days after receipt of said completed Vacant Land Disclosure Report to rescind the Offer based on any condition disclosed in the Vacant Land Disclosure Report. Failure of Buyer to rescind this Offer based on the Vacant Land Disclosure Report shall not in any way limit Buyer's ability to rescind this Offer based on any information found in Buyer's investigations of the Property that discover additional conditions or clarifies existing conditions disclosed by Seller.
3. Existing Surveys, Audits and Tests. Seller agrees, within five (5) days of acceptance of this Offer, to provide Buyer with copies of all surveys, environmental audits, soil test results, existing title evidence, recorded encumbrances, engineering, site plans, building plans, and similar materials relating to the Property available to Seller or in Seller's possession.
4. No Actions. Seller has no notice or knowledge of any legal actions, suits, or administrative proceedings, including condemnation cases, pending or threatened against the Property.
5. No Change in Zoning. Seller has no notice or knowledge of any pending or contemplated change in zoning classification, except as requested by Buyer.
6. Special Assessment Letter. Seller shall deliver to Buyer at closing a special assessment letter from the Village of Allouez certifying that the Village of Allouez has approved no special assessment work of any kind, either instituted or completed of any kind, that might result in a lien, and that there are no unpaid, delinquent, deferred charges for installation of public works for the Property. The special assessment letter shall address such other matters as required by the title company in order to insure over standard exceptions in the owner's title policy.

7. Tax Statement. Seller shall deliver to Buyer at closing a tax statement from the Brown County Treasurer certifying that all real estate taxes levied on the Property for 2017 and earlier years have been paid in full. The tax statement shall address such other matters as required by the title company in order to insure over standard exceptions in the owner's title policy.
8. Owner's Affidavit Regarding Liens and Possession. Seller shall deliver to Buyer at closing the title company's required affidavit regarding construction liens and possession of the Property, properly completed and signed by the Seller. The affidavit shall state that all work performed or materials furnished for the Property have been fully paid for and Seller shall provide Buyer with appropriate lien waivers from any and all contractors, subcontractors, laborers or materialmen furnishing labor or material for the improvement of the Property within six (6) months prior to closing. The affidavit shall also address matters of ownership, survey, adverse possession, occupancy, pending actions and such other matters as reasonably requested by the title company in order to insure over standard exception in the owner's title policy.
9. Non-Foreign Status Certificate. Seller shall deliver to Buyer at closing a Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 duly executed by Seller in a form reasonably acceptable to Buyer and the title company.
10. Seller's Certification. At or before closing, Seller agrees to provide the closing agent with Seller's correct taxpayer identification number. Seller also agrees to accurately complete any form reasonably required by the closing agent to determine whether the sale should be reported to Seller and the Internal Revenue Service on Form 1099-S, Proceeds from Real Estate Transaction.
11. Recording Fees. Seller shall pay the recording fees for such documents as are required to be recorded in order to cause title to the property to be in the condition called for in this Offer.
12. Wisconsin Transfer Tax Return and Fee. Seller agrees to file the Wisconsin Transfer Tax Return and pay to the register of deeds of the county in which the Property is located the amount of the transfer fee due.
13. Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Offer.
14. Reliance. Seller acknowledge that the warranties and representations made in this Offer by Seller are a material inducement to Buyer's entering into this contract and that Buyer is entitled to rely on these warranties and representations despite independent investigation undertaken by Buyer.
15. Right of Assignment. Buyer may assign its rights and obligations under this Offer to a limited liability company owned by Buyer. Upon written notice to Seller of such assignment and the assignee's agreement in writing to fulfill all of Buyer's obligations under



this Offer, the Buyer named in this Offer shall thereafter be released from all liability arising under this Offer.

16. Governing Law. This Offer shall be governed by the laws of the State of Wisconsin.

17. Severability. The partial or complete invalidity of any one or more provisions of this Offer shall not affect the validity or the continuing force or effect of any other provision.

18. No Waiver of Performance. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Offer or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

19. Offer to Constitute Entire Agreement. This Offer constitutes the entire agreement between Seller and Buyer and no modifications shall be binding unless they are in writing and signed by both parties.

20. Attorneys' Fees. In the event of litigation arising out of this Offer, the prevailing party shall be entitled to court costs and reasonable attorneys' fees from the unsuccessful party.

21. Understanding. The parties have read and fully understand this Addendum A by signing below.

[SIGNATURES ON NEXT PAGE]

**BUYER:**

  
Karen L. Classon

**SELLER:**

**VILLAGE OF ALLOUEZ, WISCONSIN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated May 4, 2018 and signed by Buyer Karen L. Classon  
2 for purchase of real estate at 3241-3245 Riverside Drive, Village of Allouez

3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.

4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple  
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: \_\_\_\_\_

7 1. Buyer agrees to break ground on the planned development within twelve (12) months of closing.

8 \_\_\_\_\_  
9 2. Buyer agrees that she shall obtain a certificate of occupancy for the planned development within twenty four (24)  
10 months of closing.

11 \_\_\_\_\_  
12 3. If Buyer fails to satisfy the conditions at paragraphs 1 and 2 hereof, Buyer will reconvey the property back to Seller  
13 at the purchase price contained herein less the \$10,000.00 earnest money deposit, regardless of improvements made.

14 \_\_\_\_\_  
15 4. Buyer agrees that the property will be developed strictly in accordance with the proposed use contingency stated  
16 at lines 306-313. Seller may waive this condition if Buyer proposes an alternative proposed use acceptable to Seller.

17 \_\_\_\_\_  
18 5. Buyer agrees not to sell, transfer or convey the property within twenty four (24) months of closing.

19 \_\_\_\_\_  
20 6. The planned development shall proceed as a conditional use subject to Village of Allouez ordinances.

21 As part of the conditional use process, Seller shall have the right to approve the general design and appearance of  
22 the planned development. The Seller's approval in this regard shall not be unreasonably withheld.

23 \_\_\_\_\_

24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 The attached N/A is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the  
31 Party making the Counter-Offer on or before May 28, 2018

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to  
33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery  
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Randall L. Gast, Hanaway Ross, S.C. on May 22, 2018

37 \_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲

38 (x) [Signature] May 22, 2018 (x) [Signature] 5/23/18  
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

40 Print name ▶ Brad Lange, Village Administrator Print name ▶ \_\_\_\_\_

41 (x) \_\_\_\_\_ (x) \_\_\_\_\_

42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

43 Print name ▶ \_\_\_\_\_ Print name ▶ \_\_\_\_\_

44 This Counter-Offer was presented by Attorney Randall L. Gast on May 22, 2018

45 Licensee and Firm ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

46 This Counter-Offer is (rejected)(countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or

48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-

49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving

50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.



**WB-40 AMENDMENT TO OFFER TO PURCHASE**

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.  
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated May 4, 2018, and accepted May 23, 2018, for  
2 the purchase and sale of real estate at 3241-3245 Riverside Drive, Village of Allouez

3 \_\_\_\_\_, Wisconsin as follows:

4 Closing date is changed from July 31, 2018, to August 31, 2018.

5 Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

6 Other: \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

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27 \_\_\_\_\_

28 The attached \_\_\_\_\_ is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party

31 offering the Amendment on or before June 5, 2018 (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided

33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**

35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by Attorney Randall L. Gast of Hanaway Ross, S.C. on May 31, 2018

37 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

38 This Amendment was presented by Attorney Randall L. Gast of Hanaway Ross, S.C. on May 31, 2018

39 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

40 Karen L. Classon 5/31/18 (x) Brad Lange 5/31/18

41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

42 Print name ▶ Karen L. Classon or assigns Print name ▶ Brad Lange, Village Administrator

43 (x) \_\_\_\_\_ (x) \_\_\_\_\_

44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

45 Print name ▶ \_\_\_\_\_ Print name ▶ \_\_\_\_\_

46 This Amendment was rejected \_\_\_\_\_

47 \_\_\_\_\_ Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

