

*** All present are expected to conduct themselves in accordance with our City's Core Values ***



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department Committee, Agency, Corporation, Quasi-Municipal Corporation or Sub-unit thereof.

Notice is hereby given that the **Community Development Authority** of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **COMMUNITY DEVELOPMENT AUTHORITY BOARD OF THE CITY OF WAUSAU**
Date/Time: **Tuesday, February 25, 2020 at 12:00 pm**
Location: **550 E Thomas Street, Wausau, Wisconsin 54403**
Members: **Andy Witt (C), Sarah Napgezek, David Welles, Gary Gisselman, Robert Reinertson, Tom Neal, Rachael Hass**

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Call the Meeting to Order
2. Public Comment
3. Approval of Minutes from 1/28/2020
4. Discussion and Possible Action on Approving a Continuing Obligations Agreement between RVT Trust, Owners of 113 Callon Street, and the WCDA for the former Kraft Cleaners
5. Discussion and Possible Action on Proposals Received for the 2101 Grand Avenue Property (former Ponderosa Motel)
6. CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: For Proposals Received for the 2101 Grand Avenue Property (former Ponderosa Motel)
7. Reconvene into Open Session to Take Action on Closed Session Item, if Necessary
8. Consideration and Possible Action on Resolution #20-001 Capital Fund Assistance for Fiscal Year 2020 - Capital Fund Grant Number WI39P03150120
9. Operational Issues & Current Activities
 - Occupancy Overview
 - 2020 Capital Improvement Project Updates

Adjournment

Andy Witt, Chair

This Notice was posted at City Hall and emailed to Media Wednesday, February 19, 2020 @ 2:00 pm.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call Christian Schock at (715)261-6683 or e-mail Christian.schock@ci.wausau.wi.us or the City's ADA Coordinator at (715)261-6620 or e-mail clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

It is possible that members of, and possible a quorum of members of other committees of the City of Wausau may be in attendance at the above mentioned meeting to gather information. No action will be taken by any such group at the above mentioned meeting other than the committee specifically referred to in this notice.

Other Distribution: City Website, Alderpersons, Board Members, Mayor

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

01/28/20

MEMBERS PRESENT: Andy Witt, Gary Gisselman, Robert Reinertson, Rachael Hass

MEMBERS ABSENT: Sarah Napgezok, Tom Neal, David Welles

OTHERS PRESENT: Christian Schock; Betty Noel; Juli Birkenmeier; Kevin Fabel; Mayor Mielke; Brian Kowalski, City Pages; Anne Jacobson, City Attorney

(1) Call Meeting to Order

Meeting was called to order at 12:02 pm at 550 E Thomas Street, Wausau, Wisconsin.

(2) Public Comment

None

(3) Approval of Minutes from 12/17/2019

Gisselman made a motion to approve the minutes from 12/17/19. Reinertson seconded. Motion was approved unanimously.

(4) Site Update – 303-305 South Second Avenue, Wausau, Wisconsin

Fabel stated that all remediation and cap work has been completed and AECOM is in the process of preparing a site closure packet for final WDNR approval. He briefly reviewed handouts relative to residual contamination at 113 Callon Street and the need for an operation and maintenance plan for the continued vapor mitigation system. Fabel reiterated that the paved cap is acting as a barrier and must be maintained by the WCDA. He furthered that if any soil is extracted from the site, the WDNR will mandate proper disposal.

(5) Discussion and Possible Action on Continuing Obligation Contract/Agreement with the CDA and 113 Callon Street Owners

Fabel reiterated that contamination still exists below 113 Callon Street, resulting from the adjacent former Kraft Cleaners site, and will require the continued operation of a vapor mitigation system even after site closure. He said the WCDA, as owners of 303-305 S Second Avenue, is responsible for maintaining the vapor mitigation system that is currently in place. Fabel stated that the WDNR will not grant final site closure without a legally acceptable agreement between the owners of 113 Callon Street and the WCDA specifying continuing obligations; 1) Daily review of the radon mitigation system (typically completed by the owner of the building), 2) Completion of an annual inspection of the system, documented on a WDNR form and kept on file, 3) Needed repairs, and 4) Responsibility for any costs associated with the system. Fabel reiterated that most responsibility would fall on the WCDA as owners of 303-305 S Second Avenue. Gisselman questioned if the agreement will be the final document required prior to closure. Fabel stated that AECOM will complete the site closure packet and the agreement will be included. Reinertson asked if the agreement includes any clause for negotiation between the owners of 113 Callon Street and the WCDA. Fabel explained that there is not much to be negotiated as the Callon Street owner must agree to the obligations prior to WDNR granting site closure and unfortunately, the WCDA bears most of the responsibility associated with the agreement. Witt questioned the timeline and Fabel stated the closure packet should be completed as soon as possible. Jacobson will reach out to the Callon Street owners and draft an agreement for review and possible approval at the February board meeting. Reinertson made a motion for Jacobson to negotiate a continuing obligation agreement and prepare a draft for board review. Gisselman seconded. Motion was approved unanimously.

(6) Operational Issues and Current Activities

Occupancy Overview - Noel reported 99% occupancy at Riverview Towers, 86% at Riverview Terrace and 100% at the Scattered Sites. She reported that the CDA is currently administering 262 Housing Choice Vouchers.

Property Sale Update – 2102 N Second Street – Schock stated that the 2102 N Second Street property was sold and closed in late December.

RFP Update – 2101 Grand Avenue – Schock stated that the RFP was issued and reflects a February 14th deadline for proposals. He said proposals will be reviewed at the February board meeting.

2019 RVT LLC Audit – Noel stated that CLA LLP will be on site January 29-31, to complete the 2019 Riverview Towers LLC audit.

Adjournment

Respectfully Submitted,

Andy Witt
Chairperson

PRIVATE AGREEMENT BETWEEN RESPONSIBLE PARTY AND ADJACENT PROPERTY OWNERS

VAPOR MITIGATION SYSTEM LOCATED AT 113 CALLON ST.

CONTINUING OBLIGATIONS RESPONSIBILITY

RELATED TO AND REQUIRED BY WDNR

RE: FORMER KRAFT CLEANERS SITE, 303-305 SOUTH 2nd AVENUE, WAUSAU, WI

WDNR BRRTS # 02-37-000294

This agreement is made this ____ day of _____, by and between the Wausau Community Development Authority ("WCDA"), as the responsible party, and property owners, Robert and Karen Voigt, RKV Income Trust, of 113 Callon Street, Wausau, Wisconsin.

RECITALS

WHEREAS, as part of its request for closure of WDNR BRRTS No. 02-37-000294, the former Kraft Cleaners Site at 303-305 South 2nd Avenue, Wausau, Wisconsin, the Wausau Community Development Authority ("WCDA") as the responsible party ("RP"), submitted its Operation & Maintenance ("O & M") Plan for the sub-slab vapor mitigation system ("VMS") located at 113 Callon Street to the WI DNR through its consultant, AECOM, in response to the WI DNR Notification of Continuing Obligations and Residual Contamination which required continued operation and maintenance of a vapor mitigation system at 113 Callon Street; and

WHEREAS, in furtherance of that request for closure, WCDA wishes to make alternate arrangements for who is responsible for the long-term O & M, with the property owners of 113 Callon Street, upon which is located an apartment building, in which is operating a sub-slab vapor mitigation system ("VMS"), also known as a sub-slab depressurization system ("SSDS"), intended to interrupt the potential migration of sub-slab vapor exceeding Wisconsin regulatory standards into the building from the adjacent Former Kraft Cleaners site; and

WHEREAS, AECOM submitted to the property owners, on behalf of the WCDA, on December 6, 2019, the O & M and VMS for this site.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. The property owners shall be responsible to monitor the VMS to ensure its proper and continuing operation, and if maintenance is required, are responsible for notifying the WCDA immediately at the number provided in the notices section of this agreement.
2. The WCDA shall be responsible to have completed an annual visual inspection of the site (the apartment building for obvious structural changes or damage) and entire VMS to look for visible signs of wear and tear (i.e., cracked or damaged piping; loose or broken brackets, fittings, couplings, and fan housings; obstructions to air flow; damaged or broken suction points). In compliance with s. NR 727.05(1)(b)3., Wis. Adm. Code, the WCDA shall complete the Continuing Obligations Inspection and Maintenance Log (DNR Form 4400-305) to document each annual VMS inspection, and keep a

copy of the completed annual Continuing Obligations Inspection and Maintenance Log (DNR Form 4400-305) on file for as long as the VMS is in operation.

3. VMS repairs, modifications or shutdowns are prohibited without prior authorization from the Wisconsin DNR, following VMS failures, damage or other related emergencies. In the event the PROPERTY OWNERS notify the WCDA, or the WCDA discovers during its annual inspection that maintenance to the system is required, the WCDA shall be responsible to notify within 24 hours, by telephone:

Wisconsin DNR R & R Program
1300 W. Clairemont Avenue
Eau Claire, WI 54701
Contact: Matthew Thompson
Telephone: (715) 839-3750
Email: matthew.thompson@wisconsin.gov

4. After receiving authorization from WDNR, the WCDA shall be responsible to initiate the repair, component replacement or modifications necessary to continue VMS operation by the installer or a certified radon mitigation contractor listed by the Wisconsin Department of Health Services.
5. Any costs associated with repair, component replacement or modifications of the VMS shall be the sole responsibility of the WCDA.
6. This agreement shall terminate upon the transfer of either the former Kraft Cleaners Property or 113 Callon Street to a new owner by either party or the removal or change of use of the existing apartment building at 113 Callon Street.
7. A copy of this Agreement shall be provided to the WI DNR and made available on the DNR's database.
8. Any notices required to be provided under this Agreement, shall be provided to:
 - a. Wausau Community Development Authority
407 Grant Street
Wausau, WI 54403
Contact: Christian Schock, Director
Telephone: (715) 261-6683
E-mail: Christian.Schock@ci.wausau.wi.us
 - b. Wisconsin DNR R & R Program
1300 W. Clairemont Avenue
Eau Claire, WI 54701
Telephone: (715)839-3750
Email: matthew.thompson@wisconsin.gov

Wausau Community Development Authority

Christian Schock, Director, WCDA

RKV Income Trust

Robert Voigt, Property Owner

Karen Voigt, Property Owner



Planning, Community and Economic Development

To: Board of CDA Commissioners

RE: Former Ponderosa Motel Proposals

We have 3 proposals (the original and 2 additional proposals).

- Schultz Property Management: proposes a purchase price of \$55k and renovation of the existing property into 16 efficiency unit multifamily.
- Community Revival Program: proposes to use the existing structure as a training center for a-to-be structured trades and skills development program.
- Emmerich: proposes a purchase price of \$10k, requests demolition of the existing building, proposes to build new 8 unit, 1 bedroom multifamily.





Ponderosa Motel Remodel Plan



Overview:

The Ponderosa Motel will undergo an exterior/interior and operational change to be primarily an apartment complex with daily/weekly and monthly rentals.



Management Changes:

The Building will be converted to have an on-site manager that operates and lives out of the bottom unit after remodel. The manager will oversee room check ins and move outs, as well as room cleaning and facility upkeep.

The 16 units will be rented for \$450 per room – including all utilities. Both the upper and lower commercial space will be leased for \$450 per month.

The Basement unit will be remodeled and offered as part of the managers compensation.

Market Tenant:

Our market tenant is towards young professionals and minimalist living individuals. Each unit will include all utilities and be remodeled to a higher Standard than most low-income rentals. As well as including new modern furniture that comes furnished in with the unit.





Exterior Changes:

The exterior siding will be replaced with a black modern vinyl. The lower stone accent will also be painted a matte black. The Ponderosa Sign face will be replaced with a “to be determined” re-branded business name.

Landscaping:

- Exterior trees will be trimmed down
- Existing bushes and foliage to all be removed
- New greenery will be selectively planted – Yet to be determined



Interior Changes:

The interior will undergo a full remodel and facelift of the existing style and look. This includes fully replacing all fixtures with new LED lighting, adding brand new furniture and revamping all bathrooms.



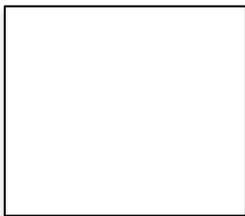
Furniture set for furnished rooms:

Each unit will be furnished with a quality and durable furniture set that will include:

- A bed frame
- Two night stands
- A desk
- A mini fridge
- A microwave oven



Each room will be a contemporary but simple style featuring quality LED lighting with a black, grey and white color palette.



Hallway Décor lighting:



Main Unit Ceiling Light:



Flooring Replacement: Luxury Vinyl Plank Flooring



Bathroom Upgrades:



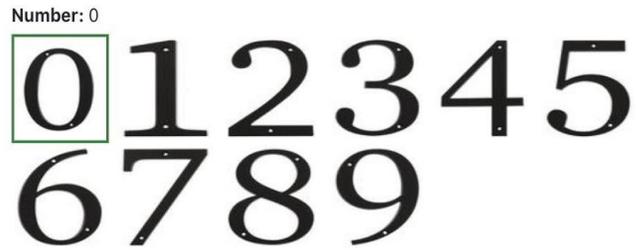
Each improved bathroom will include a brand-new durable vanity/Granite top with modern fixtures, as well as new modern LED vanity mirrors. The existing tile will be resurfaced a midnight black with an epoxy and then new high-quality shower fixtures will be installed.





Unit Highlights:

New Numbers to be installed at each unit.



High Efficiency LED lighting to be installed on the exterior of each unit to illuminate the building.





Engineering statement and floor plan are currently pending.

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

Schultz Real Estate Group
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
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WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 12/03/2019 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Keaton M. Schultz and/or assigns
4 _____, offers to purchase the Property known as [Street Address] 2101 Grand Avenue
5 _____ in the City _____
6 of Wausau _____, County of Marathon _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: fifty five thousand and no/100
9 _____ Dollars (\$ 55,000.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 5000.00 will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____
16 _____
17 _____.

18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____.

20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____
22 _____.

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**

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

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 12/10/2019 _____. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.

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

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

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

39 Buyer's recipient for delivery (optional): Keaton M. Schultz
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: _____ Buyer: _____

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

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

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

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

53 E-Mail address for Seller (optional): Christian.Schock@ci.wausau.wi.us

54 E-Mail address for Buyer (optional): Keaton@SchultzRealEstate.com

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

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 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 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
61 _____

62 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than 01/24/2020
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 _____
71 _____

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

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

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

78 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 **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 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 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 estate brokers in this transaction.

89 **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
90 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
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 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 _____
96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **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
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____
106 _____ . If "Time
107 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"
108 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.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES**
110 Lines 116-117 of this offer to purchase: If the current municipality does not allow the buyer to operate the building within the proposed use or
111 requires extensive repairs to be completed to where it does not make financial sense for the buyer to move forward buyer can recind this offer
112 to purchase with written notice and the contract shall be null and void and earnest money shall be returned within 10 business days.
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: 16 apartments
117 one commercial unit, one apartment above, used as its past use.

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 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

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 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 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

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
131 the cost of Buyer'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 rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

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

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **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 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 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
175 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
180 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:

- 182 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
185 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
187 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,
190 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
192 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
194 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 l. 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
204 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
207 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
209 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
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 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 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 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)**

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IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

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

**If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
or in an addendum attached per line 479.**

**NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
purpose.**

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
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
delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
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.**

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

SELLER TERMINATION RIGHTS: 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.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
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
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
funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
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
financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

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

ADDITIONAL PROVISIONS/CONTINGENCIES

Building inspector and seller are to get requirements in writing after an accepted offer within 7 days to buyer. These requirements will outline
what the municipality and building inspector is going to require to get the buyers proposed use to be completed. Once this is delivered the buyer
will have 10 days to accept, counter, or reject the requirements. If the requirements are rejected buyer has the right to retract this offer to purchase

DEFINITIONS CONTINUED FROM PAGE 4

■ **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"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or 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.

■ **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.

EARNEST MONEY

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

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

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

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

TITLE EVIDENCE

340 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
341 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
342 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
343 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
344 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
345 _____

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

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

353 **■ 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
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.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 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
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 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
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
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 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
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 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
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("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
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 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.

386 **■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

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

390 **■ 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
391 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
392 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
393 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
394 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
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **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
397 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
398 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.

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

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
408 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.**

421 **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
422 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
423 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
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
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
428 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
429 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
430 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
431 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,
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.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 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
440 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
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

Property Address: 2101 Grand Avenue, Wausau, WI 54403

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 **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
466 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
467 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
468 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
469 inspection report(s) and: (1) 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
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

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

479 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Keaton Schultz, Broker

481 Schultz Real Estate Group on 12/03/2019

482 Buyer Entity Name (if any): _____

483 (X) Keaton Schultz dotloop verified
12/05/19 9:50 AM CST
H77A-DR6U-MSCL-QANO
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Keaton Schultz and/or assigns Date ▲ _____

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲ _____

Received.
2/6/20
3:30pm.

CRP

**COMMUNITY REVIVAL
PROGRAM, LLC**

NON-PROFIT PROGRAM

info@communityrevivalprogram.org

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The Mission

Our mission at Community Revival Program (CRP) is to educate, motivate, and assist individuals (ages 17-24) to help find a new style in life.

CRP is a firm believer, when it comes to getting an education, no matter how it is perceived. Education is the key to success. The attention span of individuals ages 17-24 can be short. We realize that a long day of learning classes can be a major factor that loses a person's interest. Here at CRP, the methods of training can be taught in a unique way. The methods can be unusual, but effective.

CRP has other benefits. If you have low self-esteem, negative traits in life etc., Community Revival Program will assist you in improve a new stature for yourself. The training we provide at CRP will also assist, and give the participants the edge, over others who are entering the workforce.

Our final mission is to stand alone and give back to the community as best as possible. We want to help other businesses and programs to get on their feet. The funders and donators that have helped CRP to get on their feet has inspired us to do the same in the future for other starting businesses. CRP thanks all who have taken time to believe in us and looking forward to the community support.

Thank you!

OBJECTIVE

In today's society, drugs, sex, and physical abuse have crippled and hindered many areas within the growing city of Wausau and neighboring counties. We are bringing a new program to the Wausau area. The program is the Community Revival Program (CRP). The function of CRP is to help individuals get their High School Equivalency Diploma (HSED) or General Equivalency Diploma (GED) and learn better life skills. In addition, we will teach a trade that is being used in the workforce today.

As a society, we need to educate and motivate ourselves and the upcoming generations to keep up with this growth. When there is growth, there can be negative obstacles in the path of success. As a society, we need to destroy the weeds where flowers are growing. The CRP Program will target the whole community. We are accepting ages 17-24. If the participant have their high school diploma, GED, or HSED, they may still participate in the CRP Program. The Skilled trade portion will be evaluated differently. We are teaching and training the participants to advance their career potential in either an apprenticeship program or college courses. Our goal is have our students further their education either by attending a college or university or find a job that is suitable to their skill. We will accept all participants without regard to social and economic class, gender, ability, race, religion, and/or sexual orientation. We will accept participants with a disability, as long as they obtain a waiver or release from their primary doctor.

CRP will consider itself a WIN-WIN situation for the growing community and participants. Besides educating, CRP creates jobs and believes in giving back. Once the program is up and running, the Participants will be donating their time volunteering as part of the project. Each participant will be asked to give 2 hours of their time each week in some type of volunteer service in the community. Such as nursing homes, hospitals, animal shelter, Women's Community, Salvation Army, Neighbor's Place, etc.

CRP Program will also be willing to sub-contract the program to area group homes for At Risk Participants, Non-Compliant Individuals to the school system, and Court Ordered Participants. We will also target area participants that are non-violent and hardship clients needing an outlet.

The CRP Program will educate 25-30 participants per session. Our goal is to grow with the community. We hope to have 2 facilities running 25-30 participants each year round. The program will be discussed by the faculty daily to strengthen the short comings of the group. 88.4% of the Wisconsin students that are currently not going to the regular high schools are taking the GED and HSED courses to graduate. 300,000+ are graduating through the alternative program as to being more comfortable, easier, and a shorter time span to accomplish. To strengthen the English/writing classes, we have installed a portion of the English class called Journal Time. Journal time is where participants can strengthen their vocabulary and writing skills. Also, it gives the teacher and social worker a chance to see where the participant's mind set is at. The benefits of journal time is to assist participants to be able to read and write adequately and learn to express themselves appropriately. The journal writing opens their minds and helps with their expressions. It has a possible chance to alter any negative behavior like other high schools have been facing throughout the United States. Along with the younger generation, the older adults can benefit by gaining a communication on the up to date trends,

insights, and issues that the younger generations are facing. CRP wants to assist the participants with channeling their negative energy to positive results. The final goal for CRP is to bring employment and to help further individuals in their education and training. This task is a process, which everyone can take part in to have a successful journey. This program will assist to give the participants that have low self-esteem to be successful in their future. Our program will continue the following year after graduation with the "After Care Program" for intense monitoring to ensure no setbacks.

As a new resident of the Wausau-area, Robert Blake, the Founder of CRP Program, noticed many structural areas in need of renovation. By utilizing the CRP Program, money could be saved by CRP renovating these projects while they learn.

The Community Revival Program fits within the grant focus area of Improving Academic Performance and School and Career Readiness. Secretaries will be on staff for attendance and to record the progress of each individual program. The Wisconsin Certified teacher and interns will provide confidence in the participants to learn more. The instructors, with the smaller class sizes and the assistance of the interns, takes the work load off of them and becomes a more pleasant learning environment for all. In Marathon County, there is no program that interest's individuals as the CRP program will. Classes are similar in titles; however, the operation of the class will be taught differently. Participants will be taught in smaller groups so they can retain more attention from the instructors and interns.

The main benefit of the CRP Program is educate, motivate, and create jobs. Area businesses can see the participants in the program while they are learning their skills. Progress measures and evaluation are demonstrated through the bi-weekly testing. The testing results will evaluate the progress of each and every student as to where they stand in the program towards graduation. The second benefit is our participants will be a step ahead of the work force while they are learning different skills in our skilled trade program. We will be assisting the local carpentry union for their apprenticeship program. Once the participant's graduates from the CRP program and chooses to continue with the carpentry career, we may direct them to the Carpentry Union. Others may choose the college route, while the remaining may choose the work force.

Housing with the CRP Program may also be beneficial to some as to being in a negative atmosphere. CRP will have a dorm like setting allowing the participants to learn and demonstrate their responsibility and accountability for themselves and others. This would not be a "group home setting" although some of the participants may be coming from a group home prior to joining. This will be an adult college environment setting for personal growth.

Participants may attend CRP through a referral process from area high schools, group homes, the judicial system, etc. There will be no anticipated charge to the student to participate. The only cost will be the Basic Education Testing for their diploma.

The Basic Education (BE) is set up in a two (2) tier system, with the tiers being 4 months each. First Tier will focus on the educational portion, which will include bi-weekly testing. Second Tier will include the actual testing for the educational diploma. To advance in the program, individuals must pass in-house testing. Each program must be completed for graduation. The curriculum will consist of the following:

- Classes are set up to educate individuals at their pace.
- General Equivalence Diploma (GED) or High School Equivalence Diploma (HSED) testing, will be taught by interns and with a **State of Wisconsin** certified educational teacher. Interns will be able to use the hours and experiences within their own education.
- Curriculum will consist of Basic Math, English, Science, and Life Skills.
- Math-addition/subtraction, multiplication and fractions. Physical math is a tool to help motivate the participant's mind and body during math class. Measurements will also be taught in the classroom to help with the Skilled Trade portion of the program.
- English-reading level 8th to 12th grade standards will be taught
- Three days a week there will be mandatory journal writing. The journal is to help individuals to read and write proper English, as well as to express their feelings throughout the day. *(No other program has this type of opportunity.)*
- All participants will write a letter over the weekend to the teacher for English evaluation.
- One-on-one counseling will be provided during the journal writing time. Purpose is to see what has been accomplished thus far and to see where mind set of the participant is at.

Also within in the program, we will be teaching the participant to **Give Back!** to the community. Volunteer time is mandatory once a week for the participants. They will volunteer for 2 hours each week of their time to area businesses, such as nursing homes, hospitals, animal shelters, Women's Community, Salvation Army, Neighbor's Place, etc. Also participants can take on tasks in the community that may call in for assistance. By doing the volunteer work, participants can obtain donations from the community for their well doing.

The following is a sample of the Basic Education Schedule. Times may be altered due to unknown circumstances.

Monday:

8am-9am: Math (Exercise Learning Tool)

9:00am-9:10am: Break

9:10am-10am: Reading and Writing

10:00am-10:10am: Break

10:10am-12:00pm: Life Skills

12:00pm-1:00pm: Lunch

1:00pm-1:30pm: Physical, Life, Earth, and Space Science

1:30-1:40pm: Break

1:40-2:30pm: Journal Time (one-on-one counseling session)

2:30: End of the Day

Tuesday:

8am-9am: Math (Exercise Learning Tool)

9:00am-9:10am: Break

9:10am: Reading and Writing

10:00am-10:10am: Break

10:10am-12:00pm: Life Skills

12:00pm-1:00pm: Lunch

1:00pm-1:30pm: Physical, Life, Earth, and Space Science

1:30pm-1:40pm: Break

1:40pm-2:30pm: Journal Time (one-on-one counseling session)

2:30: End of the Day

Wednesday:

8am-9:30am: Math and Reading and Writing (Testing)

9:45-10am: Break

10:00am-12:00pm: Volunteer/Community Time

12:00pm-1:00pm: Lunch

1:00pm-2:00pm: Career Speaker/Ideas from the participants

2:00pm-2:30pm: Journal Time/one-on-one counseling session

Thursday:

8:00am-10:00am: Life Skills Review

10:00am-10:10am: Break

10:10am-12:00pm: Life Skill Review

12:00pm-1:00pm: Lunch

1:00pm-1:30pm: Men's/Women Group

1:30pm-1:40pm: Break

1:40pm-2:30pm: Journal Time/one-on-one counseling Sessions

2:30pm: End of the Day

Friday:

8am-10am: Hands on Skill Trade Training

10am-12pm: Skill Trade Testing

12:00pm-12:30pm: Lunch

12:30pm-2:30pm: Resume Skill Training

2:30pm: End of the day

Life Skills

Community Revival Program (CRP) will teach classes in the following areas, as listed below. These classes will be utilized in our participant's daily lives. We can't tell our participants what to do, but we can assist them with proper life traits.

Courses which will be taught:

-What is Proper/Personal Identification and how to obtain them? Ex. Driver's license, social security card, library card, passport, etc.

-Website Resources/Job Searches

-Computer Skills/Phone Etiquette

-Drug and Alcohol Education

-Maintaining Finances/Personal Budgeting

-Healthy Foods/Preparing Meals

-Resume/Mock Interviews

At Community Revival Program (CRP), we consider ourselves a positive outlook for the growing city of Wausau. Some of the benefits of allowing CRP to operate in Marathon County-Wausau area are:

1. We motivate and educate individuals
2. Create jobs
3. Collaborate with other non-profits to establish a broader opportunity for individuals
4. Creating a positive path for misguided individuals.

Skilled Trade

Skilled Trades are slowly diminishing from the Wausau-area. CRP is trying to revitalize the industry while the community is growing. CRP will train indoor and outdoor trades that can be used in future devors within the community. During the process, individuals will learn how to use tools in the proper way, proper work ethics, and assist with the healthy decisions for the future. One of the benefits of the CRP Skilled Trade program where area businesses can see participants on the work site showing the hands-on skills they have learned. The hands-on training gives participants a step-ahead of the workforce field. The local Carpentry union will take the participants that are wanting to pursue a field in carpentry trades from our program following graduation.

Benefits include:

Occupies individuals free time for learning

Motivates individuals to want to work

Fills jobs in the work force

Helps other non-profit programs (Example: renovating a home or shelter)

Trades that are being taught at CRP are listed below:

Roofing	Electrical-Outlets/Switches/Ceiling Fans
Carpet/Floor Installation	Drywall Installation/ Patch Work
Paint-Interior/Exterior	Landscaping- Gardening/Lawn Care
Concrete Work- Patios-Steps	Other Carpentry Classes ...

The group will have access to the following tools: skill saw, drills-impact/hammer, regular hammers, tape measure, and ladders, along with all the necessary safety gear. Each participants will have to be equipped with the following that are OSHA standard: Hard Hat, Work Gloves, Safety Glasses, Ear Plugs, and Tool Belt. By receiving local support from the community and technical colleges, it would send the cost down for training materials. Possible items that are needed such as a generator, air compressor, lawn mower, tape measures, multiple size ladders, roofing materials, such as safety harnesses, various types of drills, misc. screws and nails, flashlights, chalk lines, various sizes of levels.

Salaries

Volunteers are a special part of the program. We want to compensate our volunteers in some way or fashion. The volunteers will get a stipend when the other staff are being paid.

- Five (5) Part-time State of Wisconsin Certified Educational Teachers \$26/hr for 20 hours a week
- Four (4) Part-time Certified/Licensed Skilled Trade Teachers \$20/hr for 8 hours a week
- Six (6) Interns
- General Contractor \$25/hr for length of each project
- Two (2) Office Assistants \$12-14/hr for 25-30 hours a week
- State of Wisconsin Licensed Social Worker \$25/hr for 40 hours a week
- State of Wisconsin Licensed Therapist \$50/hr for 4 hours a week
- Administration-\$30/hr for 10 hours a week
- Accountant- \$250/month

Interns will negotiate their pay according to their school terms and guidelines

All Staff Members will have a background check completed upon hire to CRP

We will be accepting volunteers to help lower the cost of the program, as well as any donations. Donations will be recorded by the secretaries and filed with the attorney and accountant on stand-by.

ESTIMATED MONTHLY EXPENSES

Monthly expense will be estimated in multiple factors. The cost below will be determined if CRP will be providing housing, meals, and transportation. Also, below there is an estimated start-up cost for such items: Stationary, Books (Educational), Website, Advertisement, Tools, Licenses, Etc...

Housing

-\$1500 a mortgage if we have to purchase a facility

-\$1500 to rent a space out for our service

Utilities

-no matter where we operate, we will be using electric, water and gas with an estimated average of \$1500 a month

Vehicles/Gas Expense

-We want to own or lease (2) transportation vehicles

-If vehicles are not donated, we would like an estimated payment 600-800 dollars a month, which includes insurance

-\$500 a month for gas for both vehicles

-Quarterly Maintenance is \$300 for tune-up, oil change, blades, and other maintenance issues.

Insurance

-Building Insurance (3m bed insurance) estimated cost \$8500 annually for 30 housing participants

-Liability Insurance \$2500 annually

Other Expenses/Upfront Costs

If not donated, these are the estimated costs for things needed for startup of the program except for the licenses and permits.

-Website-\$500

-Stationary, Letterheads, Envelopes-\$1000

-Flyers and Brochures-\$300

-Advertisement T-Shirts-\$300-\$600

- Advertisement (City Pages, etc.)-\$ 300
- Tools Indoor/Outdoor Equipment (if not donated) -\$5000
- Books (Basic Education Programs)-\$300
- Supplies (Notebooks, folders, etc.)-\$300
- Misc.-\$200 per month (food/drinks for meetings and volunteers)

Entertainment

-estimated expense \$650 monthly. Entertainment: for 30 participants. Examples: go to the movie theater or "movie" night at the facility with refreshments, etc.

(NOTE) All expenses are estimated at local retail prices.

CRP OPERATIONS SCHEDULE

PROJECT: PONDEROSA MOTEL

LOCATION: WAUSAU WI (GRAND AVENUE)

1. There will be 30 students working on the Project.
2. Students will be divided into five (5) groups of six (6).

Each group will have a **State of Wisconsin** Certified Instructor teaching the (CRP) Participants carpentry/landscaping skills.

Team 1 will clean up debris out of Main area-1st Level of the building. Sweep and Mop ALL 1st floor area and wash down the walls.

Team 2 will empty out all motel rooms bringing useable furniture into main area. The carpet will be taken up/removed from the individual rooms.

Team 3 will wash walls in the motel rooms and clean the individual bathrooms. All rooms will be exterminated.

Team 4 will clean upstairs apartments completely including pulling the carpet, cleaning bathrooms, taking debris downstairs, etc.

Team 5 will demo and clean out the basement area.

(Note) Once all teams complete their task of the project, material for the project will be brought in. Then skilled trade instructors will begin teaching carpentry skills for the project.

1. Certified Instructors will teach participants (1) blueprint reading of the project, (2) how to use the equipment properly, and (3) Instructor will show participants how to work together as a team.
2. Volunteers must have a minimum 7 years' experience in the carpentry field. Their experience will be utilized throughout the project.
3. The project will be operated in a step process. Due to the fact of (1) scheduling of the state inspectors, (2) any problems that may occur on the project, (3) or in climate weather that may set project back.
4. Community Revival Program (CRP) will be running all operations of the project with assistance from other trade business/companies. CRP will reach out to the community and advertise for Wisconsin Certified Instructors and Experienced Licensed Tradesmen. All employees will have a background check ran on them for insurance and other standards.

Time Line for Project

All projects will be given an estimated time for completion.

This Project is estimated to be done within 30 days. Each project will be formatted and the operations will go into a steps system. The operation will go as follows:

Step 1. Demo and Clean

Step 2. Prep and Measure

Step 3. Rough End Carpentry

Step 4. Inspector

Step 5. Finishing Work, Painting, Carpet, or Floor Installments, Etc.

Step 6. Final Inspection/Walk-Through

Statement: This project has not experienced any bankruptcy defaults or lien issues.

After Care Program

After graduation at CRP, participants will receive tools or a voucher for their next step in life. CRP is a family orientated program. We will assist and motivate our graduates like they are family members. After graduation, participants will be monitored on their wellbeing for the first year. CRP knows all roads will not be smooth for our graduates but we will try to assist with any setbacks that may occur within their future. With that said, community support is also a key.

PS...Looking forward for the participation of the city of Wausau to help CRP grow with us!

Thank you!

Robert Blake-Founder

Contract

I, _____, is willing to join the Community Revival Program (CRP). I trust that the CRP program will motivate and expand my life skills with hands on training, to help provide a better future for myself, the workforce, and the community. I will give 100% effort in all task assigned. If any problems arise in the program, I will seek help before I get myself terminated from the program or obtain a negative review.

By signing this contract, I realize that committing myself to this program will help better my future. By doing so, I will gain a better and positive outlook for my life.

Date _____

Signature _____

Witness _____

Financial 3-Year Spread Sheet

Expense	2020	2021	2222
Housing	18000	18000	18000
Utilites	18000	18180	18200
Vehicles	9600	9600	9600
Gas	6000	6200	6400
Maintenace	1200	1300	1400
Insurance	8500	8500	8500
Entertainment	7800	7900	8000
Internet/Cable	3600	3700	3800
Advertisement	300	300	300
Food	93600	93700	93800
Property Tax	2800	2900	3000
Total	133400	134100	134800

Salary 3-Year Spread Sheet

	2020	2021	2222
5 Part-Time Teachers	124800	125050	125300
4 Part-Time Trade Teachers	30720	30730	30740
6 Interns			
General Contractor	9600	9605	9610
2 Office Assistance	40320	40321	40323
1 Social Worker	36000	36360	36540
1 Therapist	9600	9700	9800
Administration	14400	14500	14600
Accountant	3000	3025	3050
Total	268440	269291	269963

Total Expense for the Years

1st year \$401840

2nd year \$403391

3rd year \$404763



Response for the Redevelopment
of the Former Ponderosa Motel

February 14, 2020



Response for the Redevelopment of the Former Ponderosa Motel

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February 14, 2020

Christian Schock
Planning, Community & Economic Development
407 Grant Street
Wausau, WI 54403-4783

We are pleased to submit on the RFP for the redevelopment of the former Ponderosa Motel. Emmerich Properties is proposing to have the existing building raised and put an eight-unit affordable housing apartment on the existing property.

The eight-unit is the largest apartment building that our designers can build on this site and will meet all codes. Our client, Pastika Independent Living Services, would like a 16-unit for her prospective transitional tenants. Our plan has been to also purchase the adjoining lot that has been vacant for the last four years. The Owner is interested in selling however, the Owner is asking a price higher than our business can justify. If our proposal is selected, we will continue to negotiate for the adjoining parcel. That parcel will then provide a large enough site for 24 additional units. This will also allow us to meet Pastika's need for the 16 units and we would also build 16 market rent units.

The estimated cost of the project exceeding our requests, ranges between eight hundred thousand and one point one million dollars (\$800,000.00 - \$1,100,000.00). We are confident our proposal can achieve and exceed the defined objectives in this RFP in the project's needs.

Thank you for the potential opportunity to help develop and fulfill the needs of our community.

A handwritten signature in blue ink that reads "Arden J. Emmerich". The signature is written in a cursive, flowing style.

Arden J. Emmerich
President/CEO
Emmerich Properties



**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 1 Offer to Purchase

February 14, 2020

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON February 14, 2020 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Emmerich & Associates, Inc.

4 _____, offers to purchase the Property
5 known as [Street Address] 2101 Grand Avenue, Ponderosa Motel
6 in the City of Wausau, County of Marathon, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Ten Thousand
9 _____ Dollars (\$ 10,000.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00
11 will be mailed, or commercially or personally delivered within 20 days of acceptance to listing broker or
12 Wausau Economic Development.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: N/A

19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: Commercial Use

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before March 1, 2020. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

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

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): 453 Grand Avenue, Schofield, WI 54476

42 (2) Fax: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (715) 355-0028

44 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 407 Grant Street Wausau, WI 54403

50 Delivery address for Buyer: 453 Grand Avenue, Schofield, WI 54476

51 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): arden@helprent.com

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

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 _____, 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 _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than June 30, 2020
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 **N/A** 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 **N/A** Current assessment times current mill rate (current means as of the date of closing)

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

84 **X** Taxes waived until construction is completed and occupied

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 **N/A** 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 **N/A**

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **X** **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>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

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

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

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

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 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
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
204 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

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

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Building a 8 unit
307 apartment

308
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned For apartments
316 and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337
338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____ ;
341 gas _____ ; sewer _____ ; water _____ ;
342 telephone _____ ; cable _____ ; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within 30 days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within 30 days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of N/A acres, maximum of N/A acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: Seller Agrees to have razed all improvements

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

414 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
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and No taxes in year of closing
424 _____

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

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (~~Seller's~~) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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 _____

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 30 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** _____

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Arden Emmerich Emmerich & Associates, Inc.

536 _____ on February 14, 2020

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ▶ Emmerich & Associates, Inc. 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 ▲



**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 2 Project Development Plans

February 14, 2020



FRONT ELEVATION

3/8" = 1'0"

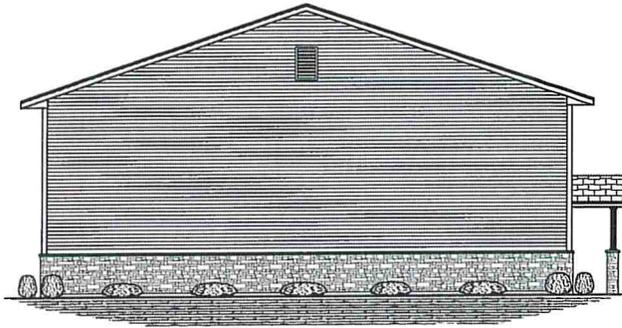
OWNERS & BUILDER: ESTHERSON & ASSOC. 423 Grand Ave. Madison, WI 53706 P 715-259-1200	PROJECT & LOCATION: New Proposed Site LOT 1 CORNER WISCONSIN WISNES MADISON, WI 53478	First Step Designs <i>where your home begins...</i> 214216 County Road KK, Mosinee, WI 54455 715-693-0851 fdesigns@mlc.net	PLAN STATUS: DRAWN BY: PRELIMINARY: <input type="checkbox"/> SCALE: 3/8" = 10" FINAL: <input checked="" type="checkbox"/> DATE: 02.11.2020	PLAN: FRONT ELEVATION PAGE # A 1
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OWNERS & BUILDER:	PROJECT & LOCATION:	First Step Designs	PLAN STATUS:	DRAWN BY:	PLAN:	PAGE #
LITTON & ASSOC. 533 Grand Ave St. Croix, WI 54478 715-359-1500	New Proposed Site Lot 1, COVINGTON ANDRUES WAUSAU, WI 54478	11414 County Road 1K, Neopna, WI 54455 715-693-9551 firststepdesigns.net	PRELIMINARY: C FINAL:	SCALE: 1" = 10'-0" DATE: 10-11-2023	SITE PLAN	C 1

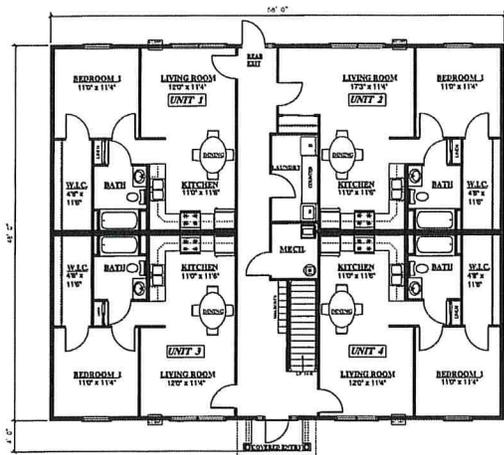


REAR ELEVATION



SIDE ELEVATION

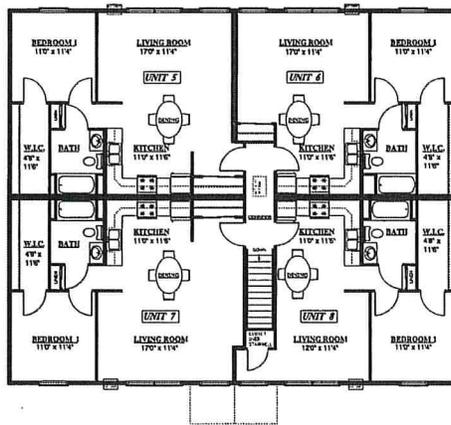
OWNERS & BUILDER: TERRANCE & KATHLEEN 433 Grand Ave. Schfield, WI 54476 P 715-539-1800	PROJECT & LOCATION: NEW RESIDENT Site LOT 1 CORNER E. 1055 & GRAND AVENUES WAUSAU, WI 54478	First Step Designs <i>where your home begins...</i> 214216 County Road KK Meiners, WI 54455 715-693-9551 firststepdesigns.com	PLAN STATUS: PRELIMINARY/D FINALS	DRAWN BY: SCALE: 1/8" = 1'-0" DATE: February 11, 2020	PAGE #
				PLAN: REAR & SIDE ELEVATIONS	PAGE #
				SCALE: 1/8" = 1'-0" DATE: February 11, 2020	PAGE #
				PLAN: REAR & SIDE ELEVATIONS	PAGE #
				SCALE: 1/8" = 1'-0" DATE: February 11, 2020	PAGE #
				PLAN: REAR & SIDE ELEVATIONS	PAGE #



1st FLOOR PLAN

3/16" = 1'0"

UNITS 1, 2, & 4	1111.00 SF
UNIT 3	1211.00 SF
1st FLOOR	4233.00 SF



2nd FLOOR PLAN

3/16" = 1'0"

UNITS #5	1111.00 SF
UNITS #6	1211.00 SF
UNITS #7	1111.00 SF
UNITS #8	1211.00 SF
2nd FLOOR	4233.00 SF

OWNERS & BUILDER: EQUUSHER & ASSOC. 453 Grand Ave. Baltimore, MD 21201 P 715-359-1200	PROJECT & LOCATION: New Project Site LOT 1, CORNER 214216 County Road RR, Uxbridge, RI 04485 715-693-9551 fdesigns@dm.com WAUSALL, M. 54172	DRAWN BY: SCALE: 3/16" = 1'0" DATE: PRELIMINARY: [] FINAL: []	PLAN:	PAGE #
			1ST & 2ND FLOOR PLAN	A 2



**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 3 Request for Community
Development Authority
Participation

February 14, 2020

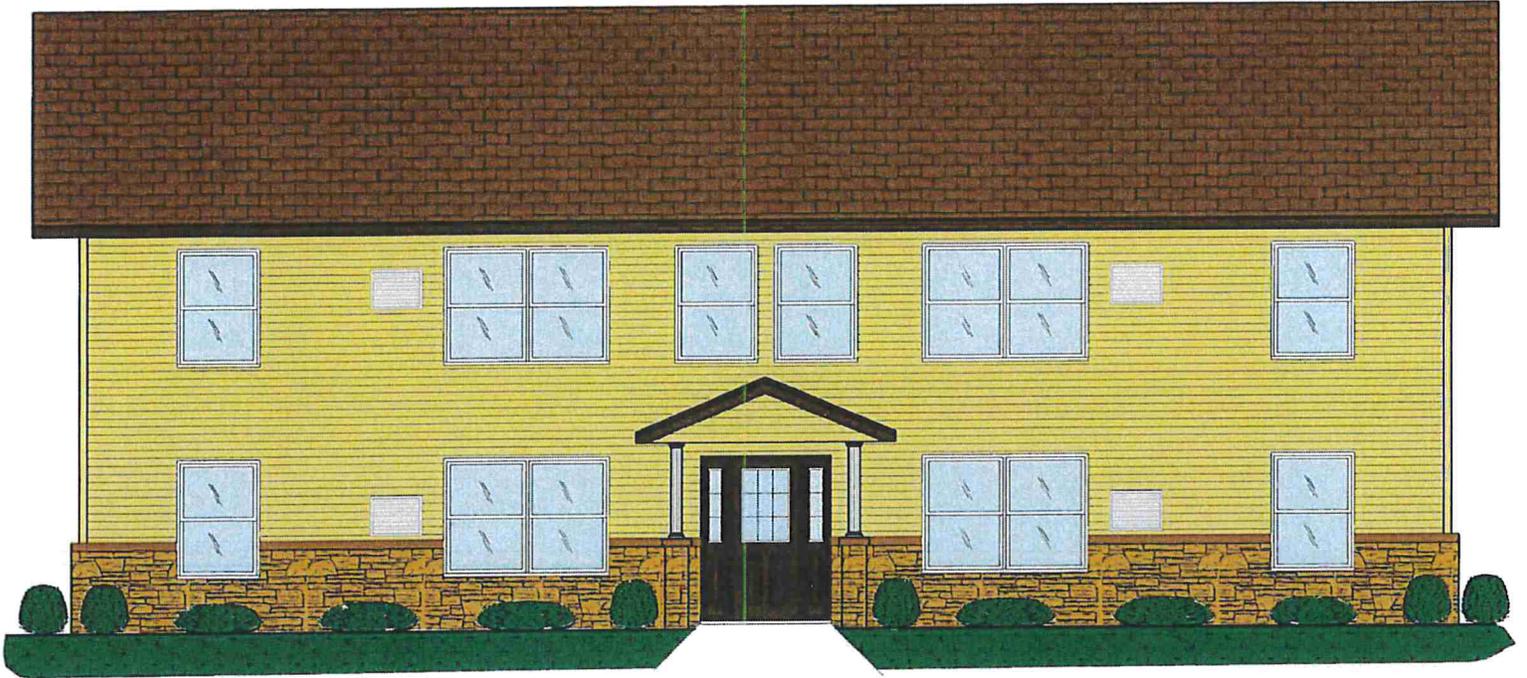


Vim + Vigor | Milwaukee, WI

Request for Community Development Authority Participation

- The Community Development Authority / City of Wausau would abate every move of the existing structure including the foundation
- The property taxes on the property and construction would be waived until occupancy has been achieved
- Emmerich and Associates has not had the opportunity to view Phase I and Phase II environmental site assessments to assure there are no unstable soils. In the event there are any unstable soils, those costs to remediate would be paid for by the Community Development Authority / City of Wausau

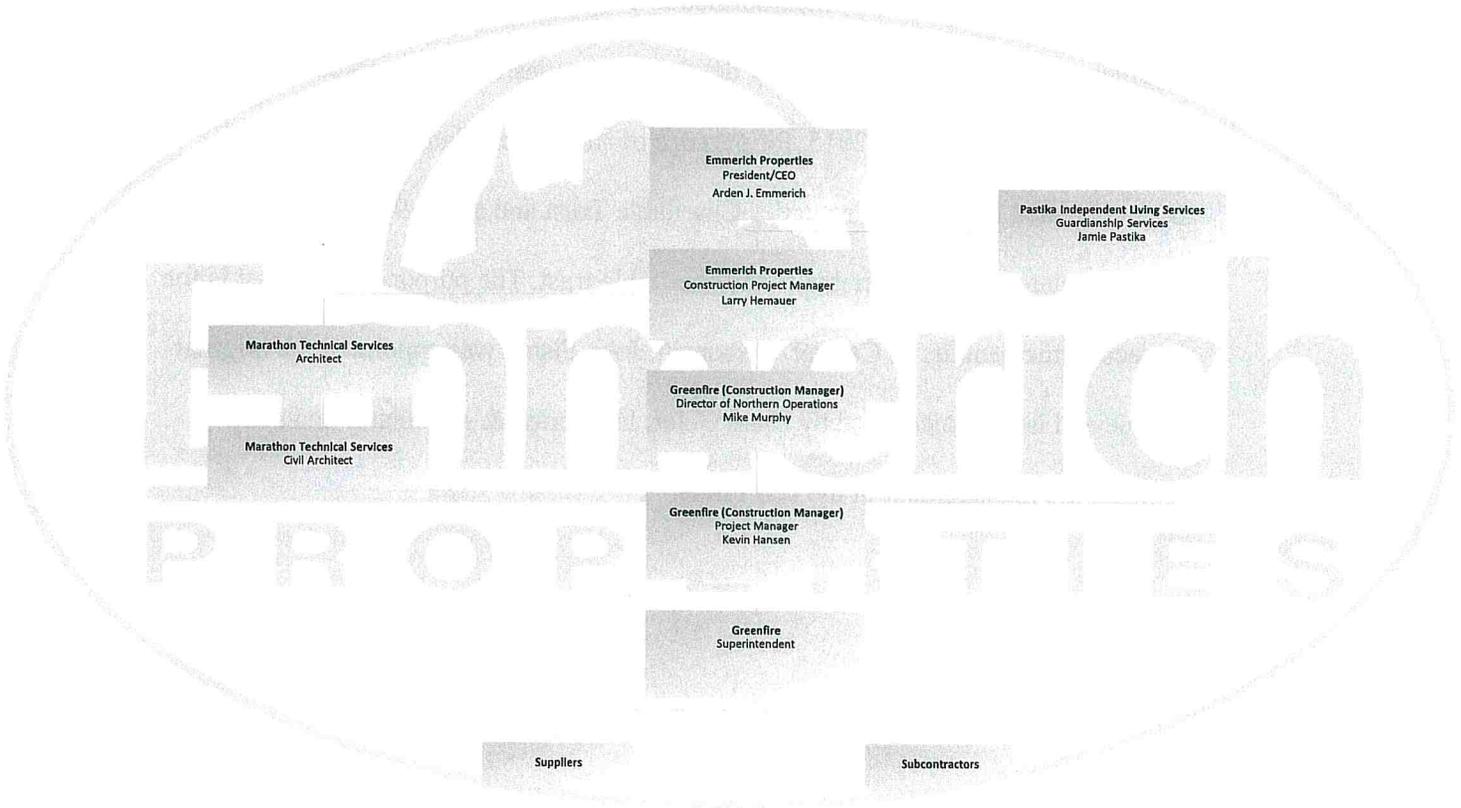




**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 4 Approach
Organization Chart
Emmerich Properties
Greenfire
Marathon Technical Services

February 14, 2020





Emmerich & Associates, Inc.
453 Grand Avenue
Schofield, WI 54476
P: (715) 359-1500 F: (715) 355-0028
www.helprent.com

Organizational Overview

Emmerich & Associates was incorporated in 1969 by Arden and Donna Emmerich. Business of the company is property development, construction, marketing and investing in real estate. In 2015, for purpose of succession planning, Arden and Donna created Emmerich Properties Charitable Trust and gifted 99% of Emmerich and Associates stock ownership to the charitable trust. The purpose of the trust is for the economic benefits of Central Wisconsin. John Fisher was appointed the original trustee and is now succeeded by Lynn Geier. Emmerich & Associates and staff remains the management of the real estate.

.....
Serving Central Wisconsin for over 45 Years!

To whom this may concern

I am the owner/operator of Pastika Independent Living Services.

We have been in business for 20 years providing guardianship services. Over 16 years providing a support service to Marathon Co residents whom have a physical and/or mental disability.

My agency has a good reputation for assisting some of the most challenging residents in our community.

We offer them daily support. Providing transportation to appointments, shopping and community outings.

We assist with medication management, financial budgeting, and house keeping.

Our services are funded through annual contracts with Inclusa, IRIS and Lakeland Care.

The funding agencies are considered HMOs with the state of WI medicaid program that provides long term care supports.

Majority of our contracted work is through Inclusa. We receive referrals from a case manger when an individual needs services in their own environment (Home/Apartment).

I have been renting from Emmerich Properties for nearly 20 years.

Many of my clients live in their rental properties.

Emmerich Properties has been wonderful accommodating properties for our clients.

We currently have referrals that we can not serve, due to limited affordable housing in the Wausau area.

We are renting several units in Weston.

Many of the clients would like to live in the Wausau area to be on the bus line, walking distance to more businesses and job opportunities.

The setback from them moving to Wausau, has been that they like the community/family atmosphere that we offer in Weston in an apartment complex that has affordable rent with someone on a disability income.

Talking with Arden, discussing my concerns with housing options, we discussed the Ponderosa Motel property and how it could fit the need for some of my clients. On the bus line, closer to businesses, ect. We discussed how an 8 unit building would be a great asset to the community and provide affordable housing to my clients in the Wausau area. This would be an opportunity to provide a community/family in Wausau like we have in Weston.

Thank you for taking the time to review my letter. I am excited to have an opportunity to expand and create a new environment for individuals who take pride in maintaining their independence in our community.

Sincerely,
Jamie Pastika



Wgema Campus | Milwaukee, WI

Firm Overview

Greenfire Management Services, LLC is a construction management firm with headquarters in Milwaukee and a regional office in Wausau, Wisconsin. Founded in 2010, Greenfire is a wholly-owned company of the Potawatomi Business Development Corporation, the investment arm of the Forest County Potawatomi Community (FCPC), and as such, maintains minority contractor status. Headquartered on the FCPC Wgema Campus in the Near West Side, the Milwaukee office serves as the CM for the ongoing campus redevelopment which is helping to revitalize the neighborhood. The Wausau office will serve as the principal office for the proposed redevelopment of the Former Ponderosa Motel in Wausau, WI.

Affordable Housing

Greenfire has extensive experience working with Low-Income Housing tax credits. We involve ourselves early in the preconstruction phase to help coordinate tax credit and funding documents to allow for the allocation and selection of subsidized units. We have proven experience working as the Construction Manager on projects funded by the State and Wisconsin Housing & Economic Development Authority (WHEDA). Greenfire has served as the CM on five projects awarded Low-Income funding totaling \$45.1M consisting of 251 multifamily units. All five projects are designated for multi-family use.

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TEAMWORK • TRANSPARENCY • COMMUNITY



River House | Milwaukee, WI

Self-Performed Work

Greenfire does not self-perform any trade work, allowing for transparency with the Owner when selecting optimal trade contractors. As one of our core offerings, we have a renowned reputation for executing a transparent and fair bidding process resulting in the highest value to cost ratio. This works in hand with our core values of supporting our community and employing local and MBE trade contractors. We are also fortunate to possess strong relationships with a large network of trade contractors that we invite to bid for each trade. At a minimum, we receive at least three bids for each trade ensuring the most accurate number when compiling our cost estimate. This process further enhances our value to the client before the project phases into construction.

16

Multi-family developments

12

Multi-family awards received

Project Qualifications

Our team is well-versed in multi-family construction including new construction, renovations, and additions. We successfully navigate the complexities and intricacies of working in active environments. Our goal is to maintain a clean, productive and safe site for all occupants. As a result we have refined our process to successfully navigate: coordination with local and municipal agencies, thorough, consistent communication with the entire project team, ability to redirect services as needed, compact, complex environments, site logistics and material procurement, fast-tracked schedules and maintaining safe, operational, and productive jobsites

1,800+ 2.7+ million

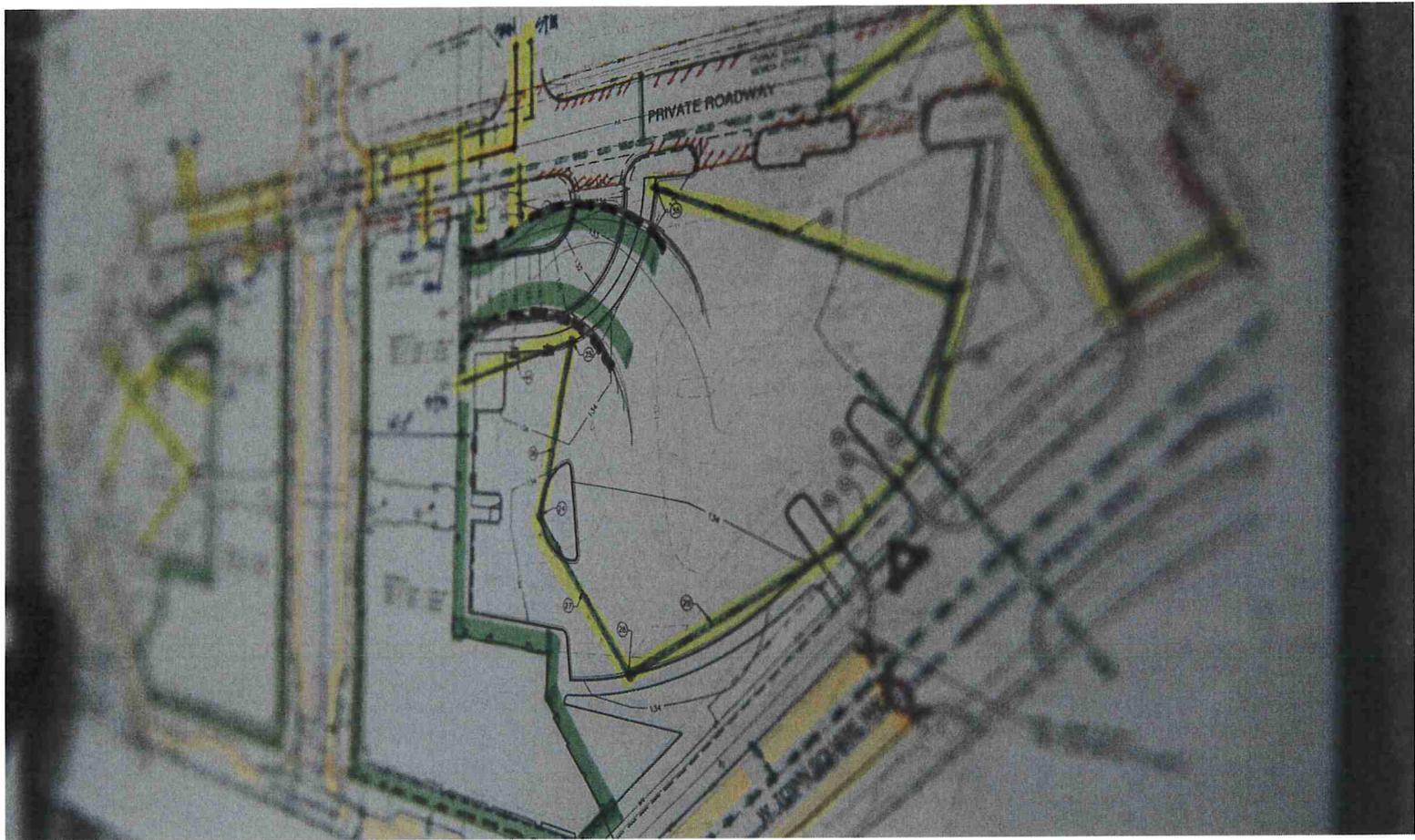
Total multi-family units

Total square feet managed in multi-family developments

INTEGRITY • COMMUNICATION • TRUST



TEAMWORK • TRANSPARENCY • COMMUNITY



Services & Ability to Meet Requirements

Greenfire serves as a trusted advisor to our client. We partner with our client to provide expertise in both preconstruction and construction phases to maximize value for the project. We assist in both phases including, but not limited to, project development, defining project scope, budget and schedule, subcontractor procurement, and project management, through successful completion of construction and turnover. Our goal is ultimate client satisfaction and have tailored our project approach to involve our client through every step.

Preconstruction

- Ensure accurate estimates by extremely detailed analysis at each stage.
- Collaborative approach with consistent communication to ensure design team has information to "design to budget".
- Analyze constructability and safety concerns throughout design.
- Constantly monitor current market conditions by engaging key trade partners to eliminate surprises.

- Ensure a fair and organized bidding process; Leverage massive network of trade partners to maximize participation for each trade package.
- Analyze alternative means & methods, building systems and material options throughout design to maximize value. Eliminate the need for value engineering at the end of design.

Construction

- Maintain a clean, organized and SAFE jobsite
- Build culture of the trade contractors based on our core values. Rally behind mission of the project and make sure all teams are in alignment.
- Coordinate and schedule daily tasks of trade partners to ensure schedule is expedited.
- Consistently and openly communicate progress updates with the owner. Meet with operating facilities manager daily to work as one team.
- Ensure quality standards are maintained.
- Work with the owner to facilitate the move-in process and coordinate with owner-supplied vendors.
- Verify building systems are operating as expected and train facility managers.

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TEAMWORK • TRANSPARENCY • COMMUNITY



**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 5 Project Deliverables

February 14, 2020



Chiswick at Dunwood | Fox Point, WI

Project Deliverables

Emmerich and Associates does not have any issues of predicted vulnerabilities.





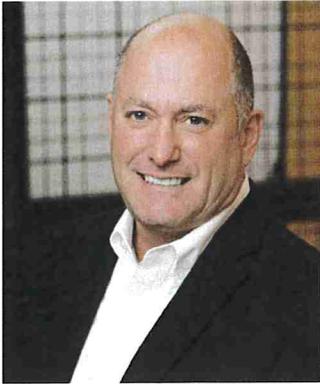
**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 6 Project Management

February 14, 2020

MICHAEL MURPHY

Director of Northern Operations



Michael is a profitability-conscious, solution-driven construction management professional, acknowledged for his strengths in negotiating construction contracts, empowering teams and building client relationships.

With over three decades of experience in the industry, Michael has been in charge of overseeing more than \$1 billion of construction projects across Western and Northern Wisconsin throughout his career.

EDUCATION

- University of Wisconsin, Eau Claire
- Bachelor of Science, Business Administration

CERTIFICATIONS

- LEED Associate Professional (AP) Building Design & Construction (BD+C)
- WHEA Healthcare Construction Certificate
- OSHA 30

PROJECT EXPERIENCE

Forest County Potawatomi Community Center | Crandon, WI

Oversees the new construction of a 110,000 SF two-story community center located on the Forest County Potawatomi reservation. Project requires clearing of wooded forest along with environmental considerations to allow for construction in a wetland. The Center includes a 20,000 SF wood court gymnasium, a 20,000 SF fieldhouse, an 8,000 SF indoor pool, educational and support areas along with a childcare suite. Project also requires development of access roads and parking lots. A two-story common space connects all areas and creates a social touchstone for the community.

\$60 million



Forest County Potawatomi Convenience Store | Carter, WI

New construction of a 10,000 SF convenience store located on the Potawatomi Carter Casino Hotel campus. The store will offer a range of provisions for tribal members and guests including a full-service gas station with 10 pumps and a variety of regular, premium, and diesel gasoline, a walk-in cooler, outdoor ice box, and a wide variety of groceries and ready-made provisions.

\$4 million



School District of Rhinelander | Rhinelander, WI

Additions and site improvements to the three schools in the School District of Rhinelander. Project includes two classroom additions at each school, including office space and a new circular drive and site upgrade at Central. Construction occurred on an active campus requiring a high-degree of site supervision to maintain a safe, and productive jobsite. From the time all three schools broke ground, the projects remained on schedule and within budget.

\$4 million

KEVIN HANSEN

Sr. Project Manager



As a Sr. Project Manager, Kevin has over 25 years of experience in the construction industry working on a variety of projects in residential, commercial, hospitality, historic renovations and multi-family developments. He is a proficient problem-solver and detail oriented, drawing on past experiences to seek new innovative solutions. He is able to handle fast-tracked projects while managing multiple deadlines simultaneously. Kevin has an innate ability to manage construction projects and the personnel on site requiring strong communication and coordination skills. As a Sr. Project Manager, Kevin oversees all facets of the project, which includes:

- Responsible for all financial management of the project
- Serves as liaison to Owner and communicates all financial, schedule, safety and quality information
- Oversees all Greenfire staff and subcontractors onsite
- Ultimately responsibility for the success of the project

EDUCATION

Milwaukee School Of Engineering

- Bachelor of Science, Construction Management

PROJECT EXPERIENCE

Forest County Potawatomi Convenience Store | Carter, WI

New construction of a 10,000 SF convenience store located on the Potawatomi Carter Casino Hotel campus. The store will offer a range of provisions for tribal members and guests including a full-service gas station with 10 pumps and a variety of regular, premium, and diesel gasoline, a walk-in cooler, outdoor ice box, and a wide variety of groceries and ready-made provisions.

\$4 million

Dorsch Automotive | Green Bay, WI*

New construction of a 21,000 SF block wall and steel roof collision center and a 24,500 SF pre-engineered main facility addition. Project also includes interior remodels of the 50,000 SF main facility including new layout and updated features. Site upgrades include resurfacing for 20 acres of the parking lot. All construction occurred during operations, requiring a high-degree of supervision to maintain a safe and productive jobsite.

\$8 million

Marinette Marine Corp. | Marinette, WI*

New construction of five pre-engineered office and production corporate buildings. Production buildings include state-of-the-art production lines and installation of heavy equipment and machinery consisting of overhead cranes, rail lines, commercial-grade vacuums, blast and prime bays, elevators, and lifts. Total of 290,000 SF of new construction.

\$48.5 million

*Completed with previous employer





January 10, 2019

Re: Greenfire Management Services, LLC
Surety Program Qualifications

To Whom It May Concern:

Aon Risk Services is the bonding agent for Greenfire Management Services, LLC. We have a surety program established on behalf of Greenfire Management Services, LLC with Liberty Mutual Surety. Liberty Mutual Insurance Company is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by A.M. Best.

Liberty Mutual Surety has prequalified Greenfire with an bonded aggregate program limit of \$75,000,000. We maintain a high degree of confidence in their reputation, financial strength and management expertise and it is my pleasure to recommend this fine Company to you.

Please note that any arrangement to issue performance and payment bonds is a matter between Greenfire and Liberty Mutual Surety, and is subject to standard underwriting at the time of the final bond request, which would include but not be limited to the acceptability of contract documents, bond forms and financing. We assume no liability to you or to third parties if for any reason we do not supply said bonds. This letter is not an assumption of liability nor is it a bond, it is issued only as a prequalification reference as requested from our client.

If we can provide any further assistance or assurance, please do not hesitate to call our office at (414) 225-5393.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian L. Krause".

Brian L. Krause
Director - Surety



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	HNI Risk Services of Wisconsin PO Box 510187	CONTACT NAME:	
	New Berlin WI 53151	PHONE (A/C, No, Ext): 262-782-3940	FAX (A/C, No): 262-782-4198
INSURED	Greenfire Management Services, LLC 3215 W. State Street, Suite 200 Milwaukee WI 53208	INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Cincinnati Insurance Company	10677
		INSURER B: Accident Fund Insurance Company of America	10166
		INSURER C: AXA XL Environmental Insurance Company	33022
		INSURER D:	
		INSURER E:	

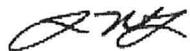
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ENP0399308	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ENP0399308	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP0399308	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6196369	09/30/2019	09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine			ENP0399308	09/30/2019	09/30/2020	Leased/Rented 200,000
C	Professional Liability			CEO7446683	09/30/2019	09/30/2020	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Greenfire Management Services, LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------	--



**Response for the Redevelopment
of the Former Ponderosa Motel**

Tab 7 Level of Investment and
Financial Viability

February 14, 2020



February 11, 2020

401 Fifth St
Wausau, WI 54403
715.845.1125
715.845.4715 fax

usbank.com

Wausau Economic Development
Christian Schock
407 Grant St
Wausau, WI 54403

RE: Ponderosa Property

Dear Chris,

This letter is to inform you that Arden J Emmerich, Emmerich & Associates Inc and Related Affiliates are well regarded and longtime customers of US Bank NA (the "Bank") for the past +30 years. Over the years, our client has always managed depository and paid all obligations as agreed.

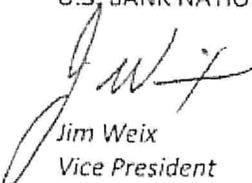
For approximately, the past +year we have been aware of the fact that our client wishes to revitalize the former Ponderosa Property. We have discussed different financing options available for this type of project. However, before financing can be considered by the Bank, we would need to review the comprehensive design plans and cost breakdowns from a contractor that the client has chosen.

To that end, this letter is an expression only, and it is not a contract, commitment nor intent to be bound. U.S. Bank does not intend that this letter or discussions relative to the terms of this letter create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written loan agreements executed by your business and accepted by U.S. Bank.

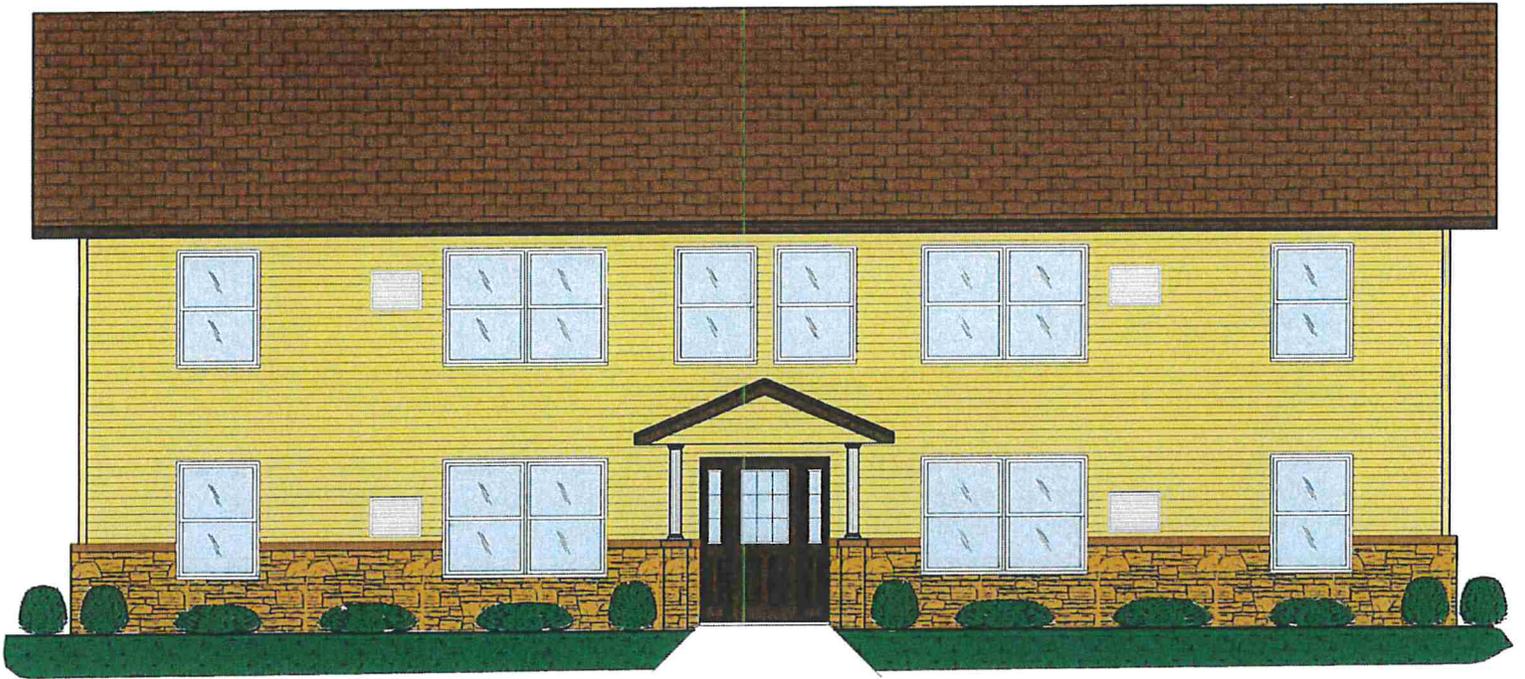
Thank you for discussing the building project needs with U.S. Bank. We look forward to the opportunity to consider working together on this project. If you have any questions regarding this letter, please contact me at 715-261-4356.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION



Jim Weix
Vice President



Response for the Redevelopment
of the Former Ponderosa Motel

Tab 8 Schedule

February 14, 2020



**Emmerich Properties
Ponderosa Apartments
Draft Schedule**



ID	Task Name	Duration	Start	Finish	2020												2021					
					Half 1, 2020					Half 2, 2020					Half 1, 2021				Half 2, 2021			
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	Critical Path Milestones	16 days	Fri 2/14/20	Mon 3/9/20																		
2	Proposal Due	0 days	Fri 2/14/20	Fri 2/14/20																		
3	Award	0 days	Mon 3/9/20	Mon 3/9/20																		
4	Preconstruction	182 days	Mon 3/9/20	Tue 11/17/20																		
5	Due Diligence & Owner Approvals	16 days	Mon 3/9/20	Mon 3/30/20																		
6	Real Estate Purchase Agreement in	15 days	Mon 3/9/20	Fri 3/13/20																		
7	Finalize Contract	10 days	Mon 3/16/20	Fri 3/27/20																		
8	Property Purchase/Closing	1 day	Mon 3/30/20	Mon 3/30/20																		
9	Design - Plan Sets	72 days	Mon 3/9/20	Tue 6/16/20																		
10	30% Schematic Design Set (for BP#1 - MEPFP's)	15 days	Mon 3/9/20	Fri 3/27/20																		
11	Civil Plans	25 days	Mon 3/30/20	Fri 5/1/20																		
12	Storm Water Management Plan	20 days	Mon 3/16/20	Fri 4/10/20																		
13	DD Plan Set	15 days	Mon 3/30/20	Fri 4/17/20																		
14	90 % Bid Set Plans and Specs	20 days	Mon 4/20/20	Fri 5/15/20																		
15	MEPFP Design Documents	20 days	Mon 4/20/20	Fri 5/15/20																		
16	Civil Permit Set (if Req'd)	15 days	Mon 5/18/20	Fri 6/5/20																		
17	Permit Plan Set	20 days	Mon 5/18/20	Fri 6/12/20																		
18	100% CD's	22 days	Mon 5/18/20	Tue 6/16/20																		
19	Bid Packages	77 days	Mon 3/30/20	Tue 7/14/20																		
20	BP#1 - 30% SD Set - MEPFP's	20 days	Mon 3/30/20	Fri 4/24/20																		
21	BP#2 - 60% DD Set - Footing & Foun	15 days	Mon 4/20/20	Fri 5/8/20																		
22	BP#4 - 100% CD Set - Interior Finishes & Remaining Trades	20 days	Wed 6/17/20	Tue 7/14/20																		
23	Estimates & Pricing	97 days	Mon 3/9/20	Tue 7/21/20																		
24	Conceptual Budgeting	20 days	Mon 3/9/20	Fri 4/3/20																		
25	30% SD Set - Estimate Update (BP#1)	120 days	Mon 3/30/20	Fri 4/24/20																		
26	MEPFP Pricing (BP#1)	20 days	Mon 3/30/20	Fri 4/24/20																		
27	60% DD Set - Estimate Update (BP#2)	20 days	Mon 4/20/20	Fri 5/15/20																		

RESOLUTION NUMBER 20-001

**2020 CAPITAL FUND PROGRAM ASSISTANCE
GRANT NUMBER: WI39P03150120**

WHEREAS, the Wausau Community Development Authority operates a Public Housing Program within the City of Wausau; and

WHEREAS, the Wausau Community Development Authority (WI031) and the United States Department of Housing and Urban Development (HUD) entered into a Consolidated Annual Contributions Contract (ACC) Number C-642; and

WHEREAS, the Wausau Community Development Authority has been awarded **\$76,701** in Capital Fund Program (CFP) assistance, for the purpose of assisting them in carrying out capital and management activities at existing public housing developments and to ensure that such developments continue to be available to serve low-income families.

NOW, THEREFORE, BE IT RESOLVED that the Wausau Community Development Authority Commission acknowledges and accepts this assistance for Fiscal Year 2020 referred to under Capital Fund Grant Number WI39P03150120.

BE IT FURTHER RESOLVED that ACC Number C-642 is amended and the capital and management activities shall be carried out in accordance with all HUD regulations and other requirements applicable to the Capital Fund Program.

AYES _____ NAYS _____

Approved Date _____

Andy Witt
Chairperson

Christian Schock
Secretary/Executive Director

2020 Capital Fund

**Capital Fund Program
(CFP) Amendment**
To The Consolidated Annual Contributions
Contract (form HUD-53012)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Whereas, (Public Housing Authority) Wausau Community Development Authority WI031 (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions Contract(s) ACC(s) Numbers(s) (On File) dated (On File)

Whereas, in accordance with Section 235 of Public Law 116-94, Division H, Title II,

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ 76,701.00 for Fiscal Year 2020 to be referred to under Capital Fund Grant Number WI39P03150120
PHA Tax Identification Number (TIN): On File DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number _____

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for development, capital and management activities of PHA projects. This CFP Amendment is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.
8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.
9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).
(mark one): Yes No
10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.
11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For *total conversion* of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For *partial conversion*, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.
12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the grant funding.

The parties have executed this CFP Amendment, and it will be effective on 3/26/2020. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development By _____ Date: _____	PHA (Executive Director or authorized agent) By _____ Date: _____
Title _____	Title _____

2019 Occupancy Overview

	Riverview Towers (149 Units) Occupancy %	Riverview Terrace (36 Units) Occupancy %	Public Housing (46 Units) Occupancy %	Housing Choice Vouchers Utilized
January	96%	86%	93%	258
February	97%	86%	97%	253
March	97%	88%	97%	254
April	97%	88%	97%	252
May	97%	86%	100%	252
June	99%	92%	97%	252
July	100%	86%	100%	251
August	99%	89%	96%	255
September	99%	89%	96%	255
October	98%	92%	100%	258
November	99%	89%	98%	260
December	99%	86%	100%	262

2020 Occupancy Overview

	Riverview Towers (149 Units) Occupancy %	Riverview Terrace (36 Units) Occupancy %	Public Housing (46 Units) Occupancy %	Housing Choice Vouchers Utilized
January	99%	86%	100%	260
February	99%	81%	100%	258
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				