



# SHEBOYGAN AREA

SCHOOL DISTRICT

**Tuesday, September 9, 2025**

**Time:** 6:00 p.m. – 6:10 p.m.

**CHAIR:** Ms. Ruiz-Harrison

**MEMBERS:** Ms. Boehmer Vice Chair  
Ms. Donohue  
Mr. Madden

**Note:** This meeting will be held in the Superintendent's Conference Room

*\*Starting/ending times may vary*

*(A quorum of the Board may be present)*

The Finance and Budget Committee meeting will be held in the Superintendent's Conference Room, 3330 Stahl Road, Sheboygan, Wisconsin, on **Tuesday, September 9, 2025, at 6:00 p.m.** The following items will be presented for consideration at that time:

Please note that some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Superintendent's Conference Room.

## REPORT TO THE FINANCE & BUDGET COMMITTEE AGENDA

1 min. **1. FUND 41 CAPITAL PROJECTS – Mr. Mark Boehlke** (Information)

No Fund 41 Capital Projects report until completion of the audit.

1 min. **2. STATEMENT OF CASH FLOW – Mr. Mark Boehlke** (Information)

No statement of cash flow report until completion of the audit.

1 min. **3. REVENUES & EXPENDITURES REPORTS – Mr. Mark Boehlke** (Information)

No revenue and expense reports until completion of the audit.

1 min. **4. BUDGET REVISIONS & TRANSFERS OF APPROPRIATIONS – Mr. Mark Boehlke** (Information)

No budget revisions and transfers of appropriations until approval of the original budget.

5 min. **5. CONFIRMATION OF SALE OF HOUSE CONSTRUCTION PROJECT – Mr. Mark Boehlke/Mr. Jason Duff** (Information/Possible Action)

The administration requests approval by the Board of Education of the Sheboygan Area School District, confirming the authority of the Board of Education to sell the residential property at 2825 Stonebrook Drive, Sheboygan, WI, which is owned by the school district and is no longer needed for school purposes. The accepted offer on the house is \$441,750, and closing is scheduled on or before October 3, 2025.

1 min. **6. GIFTS – Mr. Mark Boehlke** (Action)

Administration presents the following list of gifts to the District, requesting approval for those \$2,500 and greater.

<u>Gift</u>	<u>Donor</u>	<u>Building/Program</u>	<u>Amount</u>
<u>For Information</u>			
Monetary	St. Luke United Women in Faith	SASD/McKinney-Vento	81.00
Monetary	Kohler Credit Union	North/Girls Soccer	852.00
Monetary	Van Horn Automotive Group	North	500.00
Monetary	Knowles Chiropractic, LLC	North/Boys Soccer	1,000.00

Monetary	Rockline	North/Boys Soccer	1,000.00
Gift Cards (Grocery Only)	Kwik Trip	SASD/McKinney-Vento	2,000.00
Monetary	Sheboygan Pediatric Association	North/Dance Team	250.00
Monetary	Sheboygan Jaycee Foundation	North/Dance Team	750.00
Monetary	Michael Daehn	Sheboygan Theatre Company	100.00
Monetary	Jason Shokey	Sheboygan Theatre Company	700.00
Monetary	Watershed Hotel Group, LLC	Sheboygan Theatre Company	250.00
Monetary	Rita Horstmeier	Sheboygan Theatre Company	230.00
Monetary	John Reitz	Sheboygan Theatre Company	310.00
Monetary	Johnsonville	Sheboygan Theatre Company	1,000.00
Monetary	Mike Rienbold	Sheboygan Theatre Company	330.00
Monetary	Wisconsin Public Service Foundation	Sheboygan Theatre Company	1,000.00
Monetary	Sandra Lorenz	Sheboygan Theatre Company	230.00
<u>Action</u>			
Monetary	Kohler Company	North/Red Raider Robotics	33,000.00
Monetary	EMD Millipore Corp.	North Red Raider Robotics	5,000.00
		(2024-2025/Rec'd 7/2024)	
Monetary	Community Playlist/Paradigm	Sheboygan Theatre Company	3,908.00
Monetary	Acuity Insurance	Sheboygan Theatre Company	10,000.00
Monetary	Kohler Company	Sheboygan Theatre Company	3,000.00

Authentisign ID: AADCEA9C-8083-F011-B484-00224822F75A

Approved by Wisconsin Real Estate Examining Board  
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

Century 21 MOVES, Inc

**WB-44 COUNTER-OFFER**Counter-Offer No. 1 by (Buyer ~~Seller~~) **STRIKE ONE**

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

1 The Offer to Purchase dated 08/26/2025 and signed by Buyer Sara Chang, Ther Vang  
2 \_\_\_\_\_ for purchase of real estate at 2825 Stonebrook Dr., Sheboygan, WI. 53081

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

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

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

9 \_\_\_\_\_  
10 Commission shall be based on 441,750.00, not 465,000.00.

11 \_\_\_\_\_  
12 Line 312 to read: Within 12 days of acceptance.

13 \_\_\_\_\_  
14 Line 544 to read: 1.6%.

28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

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

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
31 making the Counter-Offer on or before August 28, 2025 (Time is of  
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,  
33 unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as  
35 provided at lines 30-32.

36 This Counter-Offer was drafted by Steve Opgenorth Century21 Moves on 08/27/2025  
37 \_\_\_\_\_  
38 (x) Sara Chang 08/28/25 Jason Duff, ACP Coordinator SASD 08/27/2025  
39 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
40 Print name Sara Chang, \_\_\_\_\_ Print name Jason Duff \_\_\_\_\_  
41 (x) Ther Vang 08/28/25 \_\_\_\_\_  
42 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
43 Print name Ther Vang \_\_\_\_\_ Print name \_\_\_\_\_

44 This Counter-Offer was presented by Cindy Lee, The Kramer Group on 08/28/2025  
45 \_\_\_\_\_ Licensee and Firm \_\_\_\_\_ Date \_\_\_\_\_

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

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or  
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-  
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving  
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

Approved by the Wisconsin Real Estate Examining Board  
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

The Kramer Group LLC  
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**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON August 26, 2025 [DATE] IS (AGENT OF BUYER)  
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ ~~[STRIKE THOSE NOT APPLICABLE]~~  
3 The Buyer, Sara Chang, Ther Vang  
4 offers to purchase the Property known as [Street Address] 2825 Stonebrook Dr  
5  
6 in the City of Sheboygan, County  
7 of Sheboygan Wisconsin (insert additional description, if any, at lines 548-570 or  
8 in an addendum per line 592), on the following terms:  
9 **[PURCHASE PRICE]** The purchase price is Four Hundred Sixty-Five Thousand  
10 Dollars (\$465,000.00).  
11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Stove,  
13 refrigerator, dishwasher and microwave  
14  
15  
16  
17 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
18 or not included.  
19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-16) and the following: seller's personal property  
21  
22  
23  
24 **CAUTION:** Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented  
25 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.  
26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or  
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units  
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor  
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting  
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central  
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations  
36 and docks/piers on permanent foundations.  
37 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water  
38 treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).  
39 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
40 on or before August 28, 2025. Seller may keep the  
41 Property on the market and accept secondary offers after binding acceptance of this Offer.  
42 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.  
43 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
44 copies of the Offer.  
45 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
46 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.  
47 **[CLOSING]** This transaction is to be closed on on or before October 3, 2025  
48 at the place selected by Seller,  
49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
50 holiday, the closing date shall be the next Business Day.  
51 **CAUTION:** To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
52 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
53 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
54 transfer instructions.

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- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other  
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned  
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling  
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose  
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin  
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures  
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of  
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance  
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or  
177 excessive sliding, settling, earth movement or upheavals.

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

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

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

193 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
197 inspection of property at 2825 Stonebrook Dr Sheboygan, Wisconsin 53081

198 \_\_\_\_\_ (list any Property component(s)  
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
202 inspector or independent qualified third party.

203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

206 This contingency shall be deemed satisfied unless Buyer, within 15 days ("15" if left blank) after acceptance, delivers  
207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**  
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
215 **of the premises.**

216 ☒ **RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.  
217 If Seller has the right to cure, Seller may satisfy this contingency by:

218 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
219 stating Seller's election to cure Defects;

220 (2) curing the Defects in a good and workmanlike manner; and

221 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

223 (1) Seller does not have the right to cure; or

224 (2) Seller has the right to cure but:

225 (a) Seller delivers written notice that Seller will not cure; or

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

227 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**  
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting to  
234 the radon level in the report.

235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.  
 236 If Seller has the right to cure, Seller may satisfy this contingency by:  
 237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,  
 238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
 239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
 240 no later than three days prior to closing.  
 241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:  
 242 (1) Seller does not have the right to cure; or  
 243 (2) Seller has the right to cure but:  
 244 (a) Seller delivers written notice that Seller will not cure; or  
 245 (b) Seller does not timely deliver the notice of election to cure.  
 246 **NOTE:** For radon information refer to the EPA at [epa.gov/radon](http://epa.gov/radon) or the DHS at [dhs.wisconsin.gov/radon](http://dhs.wisconsin.gov/radon).

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**  
 248 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
 249 FHA [loan type or specific lender, if any] first mortgage loan commitment as described  
 250 below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
 251 \$ 441,750.00 for a term of not less than 30 years, amortized over not less than 30 years. Initial  
 252 monthly payments of principal and interest shall not exceed \$ 3,013.51. Buyer acknowledges that lender's  
 253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
 254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
 255 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan  
 256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached  
 257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 259 lender's appraiser access to the Property.  
 260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
 261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
 262 shall be adjusted as necessary to maintain the term and amortization stated above.  
 263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**  
 264 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 7.250 %.  
 265 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate  
 266 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % ("2" if  
 267 left blank) at the first adjustment and by not more than \_\_\_\_\_ % ("1" if left blank) at each subsequent adjustment.  
 268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_ % ("6" if  
 269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.  
 270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
 271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.  
 272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
 273 (even if subject to conditions) that is:  
 274 (1) signed by Buyer; or  
 275 (2) accompanied by Buyer's written direction for delivery.  
 276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
 277 this contingency.  
 278 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
 279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
 280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.  
 281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.  
 282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
 283 written loan commitment from Buyer.  
 284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
 285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
 286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
 287 unavailability.  
 288 ☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:  
 289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or  
 290 (2) the Deadline for delivery of the loan commitment set on line 250  
 291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
 292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
 293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
 294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
 295 worthiness for Seller financing.



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296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
297 acceptance, Buyer shall deliver to Seller either:

298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
299 the time of verification, sufficient funds to close; or

300 (2) \_\_\_\_\_  
301 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
307 access for an appraisal constitute a financing commitment contingency.

308 ☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within 25 days after acceptance, delivers to Seller a copy  
313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
314 to the appraised value.

315 **RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
317 price to the value shown on the appraisal report within 5 days ("5" if left blank) after Buyer's delivery of the appraisal  
318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
321 appraisal report and:

322 (1) Seller does not have the right to cure; or

323 (2) Seller has the right to cure but:

324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
326 report.

327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

328 ☒ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
329 Buyer's property located at \_\_\_\_\_

330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this  
331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification  
332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or  
334 proof of bridge loan shall not extend the closing date for this Offer.

335 ☒ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of \_\_\_\_\_ (name other contingencies, if any); and

340 (3) Any of the following checked below:

342 ☐ Proof of bridge loan financing.

343 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_

346 \_\_\_\_\_  
347 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

348 ☒ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
354 Offer becomes primary.

355 **HOMEOWNERS ASSOCIATION:** If this Property is subject to a homeowners association, Buyer is aware the Property may  
356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

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fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is stricken).

**CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and \_\_\_\_\_

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

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

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

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

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

☐ 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 known, multiplied by current mill rate (current means as of the date of closing).

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill 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 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

# **TITLE EVIDENCE**

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

\_\_\_\_\_ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-415).

**DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

**SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

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418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
419 describing the planned improvements and the assessment of benefits.

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

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
428 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

429 \_\_\_\_\_  
430 \_\_\_\_\_ . Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

432 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
433 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
434 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
437 registered mail or make regular deliveries on that day.

438 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
439 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
440 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
441 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
442 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
443 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
444 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

448 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

449 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

450 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX ( ☐ ) are part of  
452 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

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

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

458 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
459 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
460 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
461 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
462 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
463 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
464 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
466 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
470 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
 483 this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of  
 484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except  
 485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given  
 486 subject to tenant's rights, if any.

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

510 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 511 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
 512 or by telephone at (608) 240-5830.

513 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
 514 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
 515 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
 516 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
 517 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
 518 amount of any liability assumed by Buyer.

519 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
 520 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
 521 **upon the Property.**

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
 523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers  
 524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
 526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
 527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
 528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
 529 Offer and proceed under lines 494-501.

530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
 531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
 532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
 534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
 535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

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536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
542 FIRPTA.

543 ☒ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
544 3% of purchase price (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES**

549 Sale of home subject to School Board approval.

550 Currently tax exempt! No property tax credit at closing.

551 \_\_\_\_\_  
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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
573 574-589.

574 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: Steven T Opgenorth, Century 21 Moved

577 Name of Buyer's recipient for delivery, if any: Cindy Lee, The Kramer Group

578 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

579 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

580 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a  
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
582 address at line 585 or 586.

583 ☐ (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
584 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

585 Address for Seller: \_\_\_\_\_

586 Address for Buyer: \_\_\_\_\_

587 ☒ (5) **Email:** electronically transmitting the document or written notice to the email address.

588 Email Address for Seller: Jeffm TeamOppie@MovesRE.com

589 Email Address for Buyer: cindy@thekramergroupwi.com

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

592 ☒ **ADDENDA:** The attached RECR, Earnest Agreement, RANW Add A is/are made part of this Offer.

593 This Offer was drafted by [Licensee and Firm] Cindy Lee, The Kramer Group LLC

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594  
595**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.596  
597  
598  
599  
600

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

601  
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603

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

604  
605

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

606 (x)  
607*Sara Chang*

08/27/25

608 (x)  
609Buyer's Signature ▲ Print Name Here ▶ *Sara Chang*

Date ▲

*Ther Vang*

08/27/25

Buyer's Signature ▲ Print Name Here ▶ *Ther Vang*

Date ▲

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

614 (x)

615 Seller's Signature ▲ Print Name Here ▶

Date ▲

616 (x)

617 Seller's Signature ▲ Print Name Here ▶

Date ▲

618 This Offer was presented to Seller by [Licensee and Firm] *SR*619 *CENTURY 21 MOVES*on *8/27/2025*at *10:30*

a.m./p.m.

620 This Offer is rejected

This Offer is countered [See attached counter]

08/27/2025

621

Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

**The Kramer Group LLC**

**REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN, INC.**  
**W6124 Aerotech Drive, Appleton 54914**

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**RANW ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated August 26, 2025 (Offer), made by the undersigned  
 2 Buyer with respect to the Property at 2825 Stonebrook Dr Sheboygan, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX ( ☐ ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF THE BOX  
 4 IS MARKED, SUCH AS WITH AN "X".

5 **N/A WAIVER OF HOME INSPECTION CONTINGENCY**

6 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion of  
 7 a home inspection contingency in this Offer.

8 **INSPECTIONS, TESTS, APPRAISALS AND OPINIONS**

9 Real estate agents may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Parties and  
 10 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining  
 11 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any  
 12 inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the Firm  
 13 harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence or  
 14 intentional wrongdoing. Buyer may receive copies of certain inspections, tests, appraisals or other reports prepared for other  
 15 parties and Buyer should review carefully such reports to determine the age and purpose of the reports and the standards of  
 16 practice followed by the individual or entity preparing the reports. **CAUTION: Buyer is aware that reports prepared for other**  
 17 **parties are for informational purposes only and Buyer may have no recourse against inspectors/testers that were not**  
 18 **hired by Buyer.**

19 **HAZARDOUS SUBSTANCES**

20 The parties are aware that public information sources indicate that certain hazardous substances, along with some building  
 21 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold and  
 22 other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water (see:  
 23 <http://www.dnr.wi.gov>), can cause serious health hazards.  
 24 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant  
 25 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to Buyer.  
 26 Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to consult  
 27 with the appropriate experts if such condition(s) are material to Buyer.

28 **TESTING**

29 Unless otherwise specified, testing, including testing for Hazardous Substances, is prohibited without a testing contingency. (See  
 30 Testing Contingency on lines 31-50).

31 **TESTING CONTINGENCY**

32 **N/A** This offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a  
 33 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable government  
 34 or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds to be tested]:  
 35  
 36

37 within \_\_\_\_\_ days after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

38 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said report(s),  
 39 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which  
 40 Buyer objects (Notice of Defects). If Seller is responsible for providing the report(s) and such report(s) are not timely delivered,  
 41 Buyer shall have 5 days after the deadline for delivery of said report(s) to deliver a written notice of termination to Seller or this  
 42 contingency shall be deemed satisfied.

43 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has  
 44 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's delivery  
 45 of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3)  
 46 delivering to Buyer a written report detailing the work done no later than 3 days prior to closing. This Offer shall be null and void if  
 47 Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to cure  
 48 or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure; or (b) Seller does not timely deliver  
 49 the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other  
 50 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

51 **RADON TESTING CONTINGENCY**52 **CAUTION: Only check one of the boxes at line 58 or line 74; do NOT select both.**53 ☒ This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the  
54 Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health  
55 Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline  
56 described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (pCi/L) (using the EPA  
57 Protocol Average if stated on the report), this contingency shall be deemed satisfied.58 ☒ If Buyer, within 15 days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test  
59 report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be installed  
60 prior to closing, and ~~Buyer~~ (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall select: (1) a qualified mitigation  
61 contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and provide the  
62 Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0 pCi/L; and (2)  
63 the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**64 ☒ (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) is responsible for the total cost of radon mitigation,  
65 expense not to exceed \$ 2,000.00 total.66 ☐ Buyer and Seller to equally share responsibilities for the total cost of radon mitigation, not to exceed  
67 \$ \_\_\_\_\_ in total.68 The Party responsible for selecting the mitigation contractor, before any work commences, shall promptly provide the other  
69 Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If  
70 the total estimate exceeds the amount specified, any party responsible for the cost of the installation may deliver a written  
71 notice to the other Party no later than 15 days prior to closing objecting to such installation. This Offer shall be terminated if  
72 the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a written  
73 notice to the objecting Party.74 ☐ If Buyer, within \_\_\_\_\_ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with  
75 results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.

76 (If the boxes at lines 58 or line 74 are both checked, lines 58-73 shall prevail).

77 **N/A WAIVER OF RADON TESTING CONTINGENCY**78 Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a  
79 testing contingency for radon gas on the Property.80 **N/A WAIVER OF APPRAISAL CONTINGENCY**81 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to  
82 have a separate appraisal contingency for the Property in this Offer. If this Offer includes a Financing Commitment Contingency,  
83 this waiver does not affect the lender's right to have an appraisal or to consider an appraisal report in determining whether to issue  
84 a loan commitment. If this Offer is not contingent on a financing commitment, the Parties are aware that this waiver does not affect  
85 Buyer's right to have an appraisal; however, the Offer is not subject to the appraisal meeting any particular value.86 **APPRAISAL GAP**87 **CAUTION: Buyer represents Buyer has consulted with Buyer's lender before including this provision.**88 **N/A** If Buyer or Buyer's lender has an appraisal and the appraised value is less than the purchase price, the Buyer agrees to  
89 pay up to \$ \_\_\_\_\_ above the appraised value ("Appraisal Gap"), not to exceed the purchase price. If this Offer  
90 includes an Appraisal Contingency, Buyer is hereby prohibited from sending a notice objecting to the appraised value unless the  
91 appraised value is lower than the purchase price minus the Appraisal Gap.92 If Seller has the right to cure the Appraisal Contingency in the Offer, Seller may satisfy the contingency by delivering written notice  
93 to Buyer adjusting the purchase price to the value shown on the appraisal report plus the Appraisal Gap. All other terms of the  
94 Appraisal Contingency remain the same.95 If this Offer is subject to a Financing Commitment Contingency and the appraised value is less than the amount Buyer's lender  
96 requires to issue a loan commitment, Buyer agrees to increase its down payment up to the amount of the Appraisal Gap to satisfy  
97 lender's financing guidelines.98 Buyer shall provide proof of accessible funds to cover the Appraisal Gap, down payment, and all Buyer closing costs by attaching  
99 to this Offer or delivering to Seller within \_\_\_\_\_ days ("7" if left blank) after acceptance either:

- 100 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the
- 
- 101 time of verification, access to such funds, or
- 
- 102 (2) \_\_\_\_\_

103 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

104 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice  
105 to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification or documentation.106 **FHA, VA OR USDA FINANCING** If this Offer is contingent upon Buyer obtaining a FHA, VA or USDA loan, the Parties agree to  
107 execute an FHA, VA or USDA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property  
108 fails to appraise for the purchase price.



109 **ESCALATION CLAUSE**

110 ☒ If Seller receives any other bona fide offer on the Property (that is not "contingent with bump" upon the sale of another  
 111 property) prior to binding acceptance, with a purchase price equal to or greater than the purchase price in this offer, Buyer agrees  
 112 to pay \$ \_\_\_\_\_ more than said other offer, up to a maximum purchase price of \$ \_\_\_\_\_.  
 113 In the event any other offer is in an amount equal to said maximum purchase price, Buyer agrees to match that price.

114 The purchase price of this Offer may be increased multiple times.

115 **CAUTION: There are many terms in each offer that may differ significantly; however, for purposes of this provision, the**  
 116 **only term being considered is the purchase price.**

117 Seller agrees to deliver to Buyer (by personal delivery directly to Buyer or to Buyer's email at  
 118 \_\_\_\_\_) a copy of the other offer within 2 days of  
 119 acceptance of this Offer. Buyer and Seller agree to amend the purchase price in this Offer, per the above stated terms, via a WB-  
 120 40 Amendment to Offer to Purchase.

121 *All parties understand that per Wisconsin license law, delivery of any other bona fide offers must be conducted solely between*  
 122 *Buyer and Seller (or their attorneys) and cannot involve their respective real estate agents.*

123 **BUYER'S FINANCING PRE-APPROVAL**

124 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification  
 125 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller  
 126 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's written  
 127 financing pre-approval to Seller.

128 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

129 **SELLER'S CONCESSIONS**

130 ☒ Seller shall give Buyer a credit at closing in the amount of \$ 23,250.00 \_\_\_\_\_ to assist Buyer in purchasing the  
 131 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds  
 132 not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

133 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

134 **REPAIRS REQUIRED BY LENDER**

135 ☒ If, as a condition of the mortgage loan commitment, Buyer's loan program requires repairs other than repairs to which Seller  
 136 has previously agreed: **[SELECT ONLY ONE]**

137 ☐ (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates and  
 138 making such repairs not to exceed \$ \_\_\_\_\_.

139 ☐ (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

140 (Buyer) (Seller) **[STRIKE ONE]** shall be responsible for the first \$ \_\_\_\_\_ of repair expenses and the  
 141 other Party shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.

142 ☐ (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

143 Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ \_\_\_\_\_.

144 \_\_\_\_\_  
 145 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate  
 146 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no  
 147 later than 15 days prior to closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days after  
 148 delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

149 **CLOSING AND ESCROW FEES**

150 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is  
 151 required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged  
 152 by the escrow agent.

153 **Cash Closing:** If this is a cash closing, closing fees charged by the closing agent will be paid by (Buyer) (Seller) **[STRIKE ONE]**  
 154 ("Buyer" if neither is stricken).

155 **HOME WARRANTY PLAN**

156 ☒ A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property  
 157 qualifies for the warranty plan.

158 The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will be paid by (Buyer) (Seller) **[STRIKE ONE]** ("Seller"  
 159 if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (cooperating) **[STRIKE ONE]** ("listing" if neither  
 160 is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the  
 161 warranty plan.

162 ☒ **WAIVER OF HOME WARRANTY**

163 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the  
 164 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

165 **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

166 ☒ **N/A** This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
 167 \_\_\_\_\_ no later than \_\_\_\_\_ (the Deadline).  
 168 Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with \_\_\_\_\_  
 169 \_\_\_\_\_ at a list price no greater than \$ \_\_\_\_\_  
 170 or Seller will have the right to declare this Offer null and void by written notice delivered to Buyer.

171 If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the  
 172 Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the  
 173 time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency.  
 174 Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

175 ☒ **N/A** **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP: (Do NOT use if line 187 is checked)**  
 176 **(Select ONLY 1 of the 3 options below if no Bump Clause and Closing of Buyer's Property Contingency is used)**

177 ☒ **N/A** Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.  
 178 ☒ **N/A** Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the  
 179 purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date on  
 180 closing date in this Offer.  
 181 ☒ **N/A** Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the  
 182 purchase of Buyer's property which is subject to financing, (insert any other applicable contingencies) \_\_\_\_\_  
 183 \_\_\_\_\_ and which has a closing date on or before the closing date in this Offer.  
 184 If Buyer does not make timely delivery of a copy of the accepted offer for the purchase of buyer's property that is consistent with  
 185 the above representation, Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's  
 186 delivery of a copy of the accepted offer for the purchase of Buyer's property.

187 ☒ **N/A** **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT use if line 175 is checked)**

188 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer  
 189 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer,  
 190 prior to such notice or within \_\_\_\_\_ hours ("72" if left blank) of Seller's delivery of such notice, delivers to Seller one of the following:  
 191 (1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this Offer,  
 192 AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written verification from  
 193 a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds necessary  
 194 to close this transaction which are not contingent on the sale of Buyer's property; OR  
 195 (2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal  
 196 contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase has  
 197 been pre-approved for financing, making this Offer subject to the closing of the sale of Buyer's property. If the offer for Buyer's  
 198 property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in writing and  
 199 Seller may terminate this Offer by delivering a written notice of termination to Buyer.  
 200 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

201 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller has  
 202 accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for information  
 203 purposes only and does NOT modify any part of this Offer.

204 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that  
 205 complies with requirement (2) above, Buyer shall promptly deliver to Seller a copy of such offer and this Continued Marketing With  
 206 Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide  
 207 secondary offer for the purpose of bumping this Offer or making this Offer null and void.

208 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and \_\_\_\_\_  
 209 \_\_\_\_\_  
 210 all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or when  
 211 Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.  
 212 **NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.**

213 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

214 **NOTE:** Digital or online GIS and GPS mapping apps or programs may not be accurate and are no substitute for an actual  
215 survey of the Property lot lines.

216 If a parcel will be split from (an) other parcel(s) or combined with (an) other parcel(s) a Certified Survey Map or Subdivision Plat  
217 and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision  
218 Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary exception  
219 in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the title company  
220 clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title commitment.

221 **N/A** **MAPS AND SURVEYS** **CHECK ALL THAT ARE APPLICABLE**

222 **CAUTION:** Consider cost and need for map features before selecting them.

223 ☐ **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a (Boundary) (Certified) **STRIKE ONE**  
224 Survey Map prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_

225 \_\_\_\_\_ (Name of Surveying Company)  
226 that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

227 ☐ **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and  
228 **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

229 **CAUTION:** The accuracy of information contained in the above document(s) is not warranted. Lot size, location of  
230 boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors  
231 should be verified by an appropriate expert (i.e., surveyor, engineer) if material to Buyer.

232 ☐ **BOUNDARY SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**  
233 ("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within \_\_\_\_\_ days  
234 after acceptance of this Offer, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary  
235 Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal description  
236 of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent  
237 rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible  
238 encroachments that affect the Property boundary, the location of buildings, if any, and also include:

239 ☐ easements  
240 ☐ improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)  
241 ☐ a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception  
242 in the title policy.

243 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 233 above, delivers to  
244 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller  
245 shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as  
246 necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by  
247 delivering a written notice of termination to Seller.

248 **N/A** **WAIVER OF SURVEY CONTINGENCY**

249 Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey  
250 contingency in this Offer.

251 **INSURABILITY OF PROPERTY**

252 **CAUTION:** For Flood Plain Insurance cost and insurability see lines 269-282. Buyer is aware that the availability and cost of  
253 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's  
254 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a  
255 property, and the history of prior claims on a property. Seller agrees to allow representatives of Buyer's insurance company  
256 reasonable access to the Property upon advance notice for inspections relating to Buyer's homeowner's insurance application.

257 **NOTE:** The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to  
258 contact their insurance agent as to requirements for obtaining insurance.

259 **N/A** Within 14 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a  
260 qualified third party determining the Property is uninsurable or the cost of insurance will be excessive. Buyer to pay any costs  
261 associated with this determination unless otherwise agreed to in writing.

262 **N/A** **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

263 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer voluntarily  
264 waives the inclusion of any provision for investigating the insurability of the Property in this Offer.

265 **ASSOCIATION FEE**

266 **N/A** Buyer acknowledges Buyer will be responsible to pay an association fee, which is currently \$ \_\_\_\_\_ per  
267 \_\_\_\_\_.

268 **FLOODPLAIN / WETLANDS**

269 **CAUTION:** Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland  
 270 maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps; and that  
 271 floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult  
 272 with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such  
 273 information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about flood  
 274 insurance as it relates to this Property.

275 (See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

276 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

277 **N/A** Within 14 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice  
 278 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or  
 279 a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or proposed  
 280 Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an annual flood  
 281 insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for flood insurance  
 282 are to be paid by Buyer, unless otherwise agreed to in writing.

283 **N/A** **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A**  
 284 **FLOODPLAIN OR A WETLAND**

285 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of  
 286 flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether  
 287 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

288 **SHORELAND ZONING AND PIER REGULATIONS**

289 Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning  
 290 standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to  
 291 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the  
 292 ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater,  
 293 and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may  
 294 require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing  
 295 mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g., docks) and boat slips. A  
 296 permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier interferes  
 297 with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1, 2012, that the  
 298 pier is detrimental to the public interest, most piers installed prior to April 17, 2012, are grandfathered.  
 299 Wis. Stat. § 30.12(1k)(b).

300 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland  
 301 zoning or pier regulations are consistent with Buyer's intended use of the Property. Buyer is encouraged to consult with an attorney  
 302 to assist in making such determination. For more information Buyer should contact the county zoning office or visit  
 303 <http://www.dnr.wi.gov>

304 **N/A** Within \_\_\_\_\_ days ("7" if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller  
 305 written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future regulations  
 306 and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are to be paid by  
 307 Buyer, unless otherwise agreed to in writing.

308 **N/A** **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

309 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.  
 310 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may  
 311 affect the Property.

312 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

313 **N/A** **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with  
 314 \_\_\_\_\_ and is acting as a principal  
 315 in this transaction with the consent of all parties.

316 **N/A** **LICENSEE RELATED TO BUYER/SELLER:** Licensee, \_\_\_\_\_ (Name),  
 317 is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an  
 318 immediate family member with the consent of all parties.

319 **N/A** **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, \_\_\_\_\_  
 320 (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g., name of LLC, partnership,  
 321 corporation, etc.) \_\_\_\_\_  
 322 and is acting as a real estate agent in this transaction on behalf of this entity with the consent of all parties.

**NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property. Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP restrictions, potential future annexations and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

**N/A** Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace, enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless otherwise agreed to in writing.

**WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL USE PERMIT RESTRICTIONS**

Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s) fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and whether the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a result thereof. Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP restrictions on the Property.

**BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

**N/A** The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil tank on the Property that is not currently being used and:

- ☐ Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.
- ☐ Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide written confirmation of the tank removal (e.g., paid invoice) no later than closing.

See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf> and  
<https://datcp.wi.gov/Documents/PermanentClosureStorageTanksFactSheet.pdf>

**CAUTION: Lines 344-351 do not apply to residential buildings with more than two dwelling units.**

**MUNICIPAL REPORT/CODE COMPLIANCE DISCREPANCIES**

Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's expense.

Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy Permits, and any other documents/approvals required by applicable municipal code(s).

**NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems (POWTS), also known as a private sanitary system, which may be addressed in another part of the Offer.**

**MUNICIPALITY DISCREPANCY**

Buyer is aware that a property mailing address may be within one municipality while the property may be physically located in an adjoining municipality that will determine the applicable property taxes and school district. Buyer is responsible for verifying the USPS mailing address, the applicable taxing authority, and the school district for the property, if such is material to buyer's decision to purchase.

**ZONING RESTRICTIONS, ANNEXATIONS AND COMPREHENSIVE PLANS**

Zoning, restrictive covenants, HOA rules, and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect future use, value, and property taxes for the Property by influencing future development (residential, commercial, transit systems, storm water management system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning and building restrictions and may have a Comprehensive Plan.

**PERSONAL PROPERTY**

Seller warrants and represents that any personal property that may be a part of this transaction (e.g., stove, refrigerator, washer, dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise disclosed. No warranties or representations regarding condition survive the closing of this transaction.

376 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

377 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable.  
 378 The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials  
 379 and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows  
 380 how various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay  
 381 restrictions, airport noise, gun range noise, traffic noise, special health concerns of family members, vehicle, train/railroad or boat  
 382 traffic, lake files, pests, waterborne pests, ice shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing  
 383 noise, area odors, existing or abandoned landfills and/or quarries, parks, fairgrounds, outdoor festival venues, public trails,  
 384 possible future assessments for public improvements and other conditions. Buyer acknowledges that Buyer has made such  
 385 independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied  
 386 upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the  
 387 Property or transaction unless such statements or representations are contained in this Offer, are incorporated by reference into  
 388 this Offer or have otherwise been provided to the Buyer in writing.

389 **SHARED DRIVEWAY**

390 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a  
 391 copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the Parties  
 392 to the agreement share equally in the rights and obligations related to the shared driveway, including use and maintenance. Buyer  
 393 shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing Buyer's specific  
 394 objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's Notice to Seller to  
 395 cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is unable to timely cure  
 396 Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is not of  
 397 record, it shall be provided in recordable form, with recording fees to be Seller's expense.

398 **BUYER'S TITLE**

399 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits  
 400 real estate licensees from advising buyers how title should be taken.

401 **TIME ZONE**

402 The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date  
 403 and time in the Offer to Purchase are met.

404 **ACKNOWLEDGEMENT OF TERMS**

405 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall  
 406 not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

407 **CONFLICTING PROVISIONS**

408 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the  
 409 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the parties.

410 **ADDITIONAL PROVISIONS/CONTINGENCIES**

411 \_\_\_\_\_  
 412 \_\_\_\_\_  
 413 \_\_\_\_\_  
 414 \_\_\_\_\_  
 415 \_\_\_\_\_  
 416 \_\_\_\_\_

417 **READING / UNDERSTANDING:**

418 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.

419 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**  
 420 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**  
 421 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO**  
 422 **CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS**  
 423 **OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

424	(X)	<u>Sc</u>	08/27/25	(X)	<u>Jason Duff ACP Coordinator SASD</u>	08/27/2025
		(Buyer(s)' Initials) ▲	Date ▲		(Seller(s)' Initials) ▲	Date ▲
425	(X)	<u>TV</u>	08/27/25	(X)		
		(Buyer(s)' Initials) ▲	Date ▲		(Seller(s)' Initials) ▲	Date ▲

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704

## REAL ESTATE CONDITION REPORT

Century 21 MOVES, Inc  
Page 1 of 6

### DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 2825 Stonebrook Dr.  
IN THE \_\_\_\_\_ City \_\_\_\_\_  
(CITY) (VILLAGE) (TOWN) OF \_\_\_\_\_ Sheboygan \_\_\_\_\_, COUNTY OF  
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF June (MONTH) 16 (DAY), 2025 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

### NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

### A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

**B. STRUCTURAL AND MECHANICAL**

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of defects in the roof?<br>Roof defects may include items such as leakage or significant problems with gutters or eaves.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of defects in the electrical system?<br>Electrical defects may include items such as defects in solar panels and systems, electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?<br>Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?<br>Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?<br>Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?<br>NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?<br>Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. Are you aware of defects in any structure on the property?<br>Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?<br>Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or water treatment system, or other items affixed to or closely associated with the property?<br>Such items may include reverse osmosis systems, iron filters, or other filters.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B12. Explanation of "yes" responses _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |

**C. ENVIRONMENTAL**

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, <i>including infestations impacting trees</i> ? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Explanation of "yes" responses _____  |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |

#### D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?<br>Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of a joint well serving the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of a defect related to a joint well serving the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?<br>Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?<br>Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D9. Are you aware of defects in an "LP" tank on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D10. Explanation of "yes" responses _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |

**E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E3. Are you aware of pending special assessments?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Explanation of "yes" responses _____   |                          |                                     |                          |
| _____  |                          |                                     |                          |
| _____  |                          |                                     |                          |
| _____  |                          |                                     |                          |

**F. LAND USE**

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of the property being part of or subject to a subdivision homeowners' association, or other homeowners' association?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of any zoning code violations with respect to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of nonconforming uses of the property?<br>A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of conservation easements on the property?<br>A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of restrictive covenants or deed restrictions on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <a href="https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx">https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</a> or (608) 266-2486. |                          |                                     |                          |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	YES	NO	N/A
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit <a href="https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx">https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx</a> for more information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F15. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F18. Are you aware of a written agreement affecting riparian rights related to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F19. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F20. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F21. Explanation of "yes" responses _____			
_____			
_____			

## G. ADDITIONAL INFORMATION

	YES	NO	N/A
G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2a. Does the property currently have internet service? If so, who is your provider? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2b. Does the property have an electric vehicle charging system and station or installed wiring for a future system or station? Is the system or station affixed to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2c. Does the property have accessibility features? If so, attach an Accessibility Features Report (see <a href="https://www.wra.org/Disabilities/">https://www.wra.org/Disabilities/</a> ).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G3a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- G4. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)  
Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.
- G5. Are you aware of other defects affecting the property?  
Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.

YES ☐ NO ☒ N/A ☐

☐ ☒ ☐

G6. The owner has owned the property for 0 years.

G7. The owner has lived in the property for 0 years.

G8. Explanation of "yes" responses

New Construction - Never been lived in

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

#### OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner *[Signature]* SASD ACP Coordinator Date 6/16/25  
 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 Owner \_\_\_\_\_ Date \_\_\_\_\_

#### CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
 Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
 Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

#### BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer *Ther Vang* Date 08/27/25  
 Prospective buyer *Sara Chang* Date 08/27/25  
 Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Information appearing in *italics* is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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

**DEPOSITORY ESCROW AGREEMENT FOR EARNEST MONEY**Subject Property: 2825 STONEBROOK DR. SHARBOGAN, WY.Seller/Owner: S.A.S.D.Buyer/Purchaser: Sara Chang, Ther VangListing Agent: STEVE OPENORTH CENTURY 21 MOVIESSelling Agent: Cindy Lee, The Kramer Group**ESCROW FUNDS PAYABLE TO: Guaranty Closing & Title Services**

The undersigned Seller(s) and Purchaser(s) hereby irrevocably authorize

Guaranty Closing & Title Services (title company) to hold in escrow in connection with the above reference transaction, the sum of \$ 4,000 as EARNEST MONEY.Said funds shall be held in a non-interest bearing account maintained in Guaranty Closing & Title Services (title company's) regular course of business and shall be maintained therein until such time asGuaranty Closing & Title Services (title company) receives mutual instructions from Seller(s) and Buyer(s) as to its disposition or an order of Court relative thereto.Seller(s) and Purchaser(s) hereby release and discharge Guaranty Closing & Title Services (title company) from any claim or cause of action they may have, presently or in the future, against each other for said earnest money and further release and hold harmless Guaranty Closing & Title Services (title company) for any loss or damage they may incur by reason of Guaranty Closing & Title Services (title company) executing the terms of this DEPOSITORY ESCROW AGREEMENT FOR EARNEST MONEY.

This Agreement is valid as signed in counterparts as if all parties hereto had signed the same document.

SELLER/OWNER:

Signature [Signature] SASD ACPC CoordinatorDate 6/16/25

Signature

Date

BUYER/PURCHASER:

Signature [Signature] Sara ChangDate 08/27/25

Signature Sara Chang

Date

Signature [Signature] Ther VangDate 08/27/25

Signature Ther Vang

Date

# UNDERWRITTEN PRE-APPROVAL

\$465,000

PURCHASE PRICE:

Date: 08/26/2025

Dear Sara and Ther,

## Congratulations!

You are pre-approved for a residential mortgage loan from Epic Mortgage Group based upon the following:

- Special note: Total pre-approval is good, up to \$465,000.
- Your self-reported financial information and credit report
- Automated Underwriting System Approval from Fannie Mae's Desktop Underwriter® or Freddie Mac's Loan Product Advisor®

The conditions of this pre-approval must be provided for a final loan commitment. The conditions are subject to underwriting review and acceptance of the following:

- Fully executed sales contract
- Seller Credit of 5%
- A licensed appraiser or property inspection waiver conducts the appraisal.
- Valid Homeowner's or Condo Insurance Policy
- Full collateral and credit review completed by underwriting


This loan is not yet locked.

Epic Mortgage reserves the right to make all final credit-related decisions on this loan application at its sole discretion.

Thank you for the opportunity to assist you with your home financing. If you have any questions, please get in touch with me directly.

Sincerely,

**Lauren Hudson**

 Lauren Hudson NMLS ID: 1627672 State License # WI - 1693469

Epic Mortgage NMLS#2404936 (Nationwide Mortgage Licensing System [www.nmlsconsumeraccess.org](http://www.nmlsconsumeraccess.org))  
14530 W. Capitol Dr, Brookfield, WI 53005

### IMPORTANT NOTICE - PLEASE READ

Automated underwriting systems utilize unverified information provided to Epic Mortgage, in conjunction with data contained in a consumer credit report provided by a credit reporting agency, to render their decisions. If there is a substantive change in the data concerning the prospective borrower's employment, income, assets, or debts after submission, or if erroneous data is entered, the approval may be invalidated. All approvals are subject to an acceptable appraisal and file.



Phone: 920-254-7267

E-Mail: [lauren@yourepiclender.com](mailto:lauren@yourepiclender.com)

LOAN AMOUNT

**\$465,000**

LTV

**95%**

LOAN TYPE

**FHA**

INTEREST RATE

**7.250%**

EST. PAYMENTS (Principal & Interest)

**\*\$3,033.97**

This does not include taxes, insurance, or other monthly fees.

LOAN TERM

**360**

PREPAYMENT PENALTY

**None**

**\*Contact your loan officer for up-to-date rates. As of 08/26/2025, capital markets are closed.**

Effective for 90 days. Expires **11/26/2025**

## Sheboygan Area School District

### Gift Identification Form For Gifts With A Value Of \$2,500 Or More

*Gifts valued at \$2,500 or more can not be accepted in any manner without Board approval.*

Description of gift: \$33,000 Sponsorship Funds for 2024-2025  
Season

Conditions of acceptance (if any): Sponsorship of Red Raider  
Robotics

If there are any expenses or budgetary considerations as a result of acceptance of this gift please describe:

N/A

Please include the following if applicable:      Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Unit Value: \_\_\_\_\_ Serial No: \_\_\_\_\_  
 Total Value: \_\_\_\_\_ Original Purchase Price: \_\_\_\_\_  
 Quantity Received: \_\_\_\_\_ Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Donor Information: Organization or name of Donor: \_\_\_\_\_  
 Donor Address: \_\_\_\_\_

How/Where Gift will be used: Funding PLL, FTL, and PRC  
programs in Sheboygan

Acceptance Recommended By: Tim Pasche DM Date: 9/6/2025

Date of Board Acceptance: \_\_\_\_\_ (Feb 99)

**Sheboygan Area School District****Gift Identification Form For Gifts With A Value Of \$2,500 Or More***Gifts valued at \$2,500 or more can not be accepted in any manner without Board approval.*

Description of gift: Red Raider Robotics  
Monetary \$5,000

Conditions of acceptance (if any): none

If there are any expenses or budgetary considerations as a result of acceptance of this gift please describe:

None

Please include the following if applicable: Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Unit Value: \_\_\_\_\_ Serial No: \_\_\_\_\_  
Total Value: \_\_\_\_\_ Original Purchase Price: \_\_\_\_\_  
Quantity Received: 5000 Date Received: 8/25/25

Donor Information: Organization or name of Donor: EMD Millipore Corp  
Donor Address: PO Box 690536  
Quincy MA, 02269  
800 637-7872

How/Where Gift will be used: RER Program

Acceptance Recommended By: DM Date: 8/28/25

Date of Board Acceptance: \_\_\_\_\_ (Feb 98)



# Sheboygan Area School District

## Gift Acknowledgement Form for Gifts With a Value of \$2500 or More

*Gifts valued at \$2500 or more cannot be accepted in any manner without Board approval*

Description of Gift: **\$3,908.00; Check**

Conditions of Acceptance (if any): \_\_\_\_\_  
 \_\_\_\_\_

If there are any expenses or budgetary considerations as a result of acceptance of this gift, please describe:

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

Please include the following, if applicable:

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Unit Value: \$3,908.00

Serial No: \_\_\_\_\_

Total Value: \$3,908.00

Original Purchase Price: \_\_\_\_\_

Quantity Received: 1

Date Received: **8/4/2025**

Donor Information - Organization or Name of Donor: Community Playlist/Paradigm

Donor Address: 1202 N 8th Street, Sheboygan, WI 53081

How/Where gift will be used: Campaign: Corporate Sponsorships

Acceptance recommended by: *A. Bruch* Date: *8.28.25*

Date of Board Acceptance: \_\_\_\_\_

**SUBMIT FORM TO SUPERINTENDENT'S OFFICE**

Central Office Use Only

Sup't. Office ☐

Business Svcs. ☐

FMS ☐

# Sheboygan Area School District

## Gift Acknowledgement Form for Gifts With a Value of \$2500 or More

*Gifts valued at \$2500 or more cannot be accepted in any manner without Board approval*

Description of Gift: **\$10,000.00; Check**

Conditions of Acceptance (if any): \_\_\_\_\_  
 \_\_\_\_\_

If there are any expenses or budgetary considerations as a result of acceptance of this gift, please describe:

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

Please include the following, if applicable:

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Unit Value: \$10,000.00

Serial No: \_\_\_\_\_

Total Value: \$10,000.00

Original Purchase Price: \_\_\_\_\_

Quantity Received: 1

Date Received: **8/13/2025**

Donor Information - Organization or Name of Donor: Acuity Insurance

Donor Address: 2800 South Taylor Drive, Sheboygan, WI 53081

How/Where gift will be used: Campaign: Corporate Sponsorships

Acceptance recommended by: *JBush* Date: *8.28.25*

Date of Board Acceptance: \_\_\_\_\_

**SUBMIT FORM TO SUPERINTENDENT'S OFFICE**

**Central Office Use Only**

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Business Svcs. ☐

FMS ☐

# Sheboygan Area School District

## Gift Acknowledgement Form for Gifts With a Value of \$2500 or More

*Gifts valued at \$2500 or more cannot be accepted in any manner without Board approval*

Description of Gift: **\$3,000.00; Check**

Conditions of Acceptance (if any): \_\_\_\_\_

If there are any expenses or budgetary considerations as a result of acceptance of this gift, please describe:

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

Please include the following, if applicable:

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Unit Value: \$3,000.00

Serial No: \_\_\_\_\_

Total Value: \$3,000.00

Original Purchase Price: \_\_\_\_\_

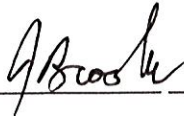
Quantity Received: 1

Date Received: **8/25/2025**

Donor Information - Organization or Name of Donor: Kohler Company

Donor Address: 444 Highland Dr., Kohler, WI 53044

How/Where gift will be used: Campaign: Corporate Sponsorships

Acceptance recommended by:  Date: 8.28.25

Date of Board Acceptance: \_\_\_\_\_

**SUBMIT FORM TO SUPERINTENDENT'S OFFICE**

Central Office Use Only

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