1. December 19, 2019 Special Joint Public Works And Finance Committee Agenda
   Documents:
   12-19-2019 SPECIAL JOINT PW AND FINANCE AGENDA.PDF
2. December 19, 2019 Special Joint Public Works And Finance Committees Packet
   Documents:
   12-19-2019 SPECIAL JOINT PW AND FINANCE PACKET.PDF
Walworth County Public Works and Finance Committee
SPECIAL JOINT MEETING NOTICE
Thursday, December 19, 2019
3:00 PM
County Board Room 114
Walworth County Government Center
100 W. Walworth St., Elkhorn, Wisconsin

Public Works Committee: Rick Stacey, Chair; Ken Monroe, Vice-Chair; Supervisor Nancy Russell; Supervisor Jerry Grant; Supervisor William Norem

Finance Committee: Nancy Russell, Chair; Jerry Grant, Vice Chair; Supervisor Kathy Ingersoll; Supervisor Dan Kilkenny; Supervisor William Norem

(Posted in compliance with Sec. 19.84 Wis. Stats.)

It is possible that a quorum of the county board or any of its other committees could be in attendance at this meeting.

Agenda enclosures are available upon request from the County Administrator’s Office or on the County’s web page (www.co.walworth.wi.us). The agenda packet, including supporting documents, may be large, depending upon the number of enclosures. Downloading it will require ample computer memory and may take significant time.

A G E N D A

Note: all agenda items are subject to action.

1. Call to order
2. Roll call of committee members
   A. Public Works Committee
   B. Finance Committee
3. Agenda withdrawals, if any
4. Agenda approval
5. Approval of Minutes
   a) December 9, 2019 Public Works Committee Meeting (pp. 1-3)
   b) December 12, 2019 Finance Committee Meeting (pp. 4-6)

6. Public Comment Period

7. Consent Items
   a) Approve Budget Amendment PW005 Sheriff’s Office Fire Alarm Panel (p.7 )

8. New Business
   a) Create new CIP to purchase Sheriff’s Office Fire Alarm Panel (p.8)

9. Reports/Announcements by Chairperson
10. Set/Confirm next meeting date(s) and time(s):
   a) Public Works Committee – Monday, January 20, 2020 at 3:30 p.m.
   b) Finance Committee – Thursday, January 23, 2020 at 9:30 a.m.

11. Adjournment of Finance Committee

12. Closed Session. The committee may discuss the following topic(s) in open session. The committee may convene in closed session pursuant to the exemption contained in Section 19.85(1)(e) of the Wisconsin Statutes “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session,” relative to the item(s) listed below:

   a) Offer from Aurora Health Care Southern Lakes, Inc. to purchase the former Health & Human Services Building (pp. 9-26)

   The Committee will reconvene in open session and may take action on the above-stated closed session item.

13. Adjournment of Public Works Committee

Submitted by: Rick Stacey, Public Works Chair
             Richard Hough, Director of Public Works
             Nancy Russell, Finance Chair
             Jessica Conley, Finance Director

Posted: December 17, 2019
Chair Rick Stacey called the meeting to order at 3:30 p.m.

Roll call was conducted, and the following members were present: Chair Rick Stacey, Vice Chair Ken Monroe, and Supervisors Jerry Grant, William Norem and Nancy Russell. A quorum was declared.

Others in Attendance
County staff: Director—Public Works Richard Hough; County Administrator David Bretl; County Engineer Joe Kroll; Senior Project Managers John Miller and Joe Latocha; Public Works Finance Manager Penny Bishop; Assistant Director—Highway Operations Barry Pierce; Director of IT John Orr; Assistant Director—Fleet/Parks/Facilities Dennis Clark

Supervisor Grant made a motion, seconded by Supervisor Norem, to approve the agenda as presented. Motion carried 5-0.

On motion by Vice Chair Monroe, seconded by Supervisor Norem, the November 18, 2019 Public Works Committee meeting minutes were approved by voice vote.

Public comment – There was none.

Consent Items – Reports
a) Bid Awards/Contracts/Specifications
   1) Summary Specifications for Public Works Salt Shed Repair, Project #W1961
   2) Summary Specifications for Lakeland School STEM Sensory Lab, Project #W1810
   3) Summary Specifications for Government Center Basement Water Remediation, Project #W1923
   4) Summary Specifications for Lakeland School Parking Lot Seal Coating, Project #W1908
   5) Summary Specifications for Lakeland Health Care Center (LHCC) Parking Lot Phase II Reconfiguration, Project #C1802

Supervisor Norem made a motion, seconded by Supervisor Grant, to approve all of the summary specifications listed above. Motion carried 5-0.

b) Reports
   1) Construction and Project Management report – December 2019
      Director—Public Works Richard Hough reported the brine production is up and running, with only a few adjustments needed. Liquid brine and salt supplies are ready for the next storm event.
      2) Health and Human Services Facility – Quarterly Progress Report
      County Administrator David Bretl reported employee items and equipment were moved to the new facility last Saturday, December 6th. Employees came in the following day to set up their workstations. Bretl credited Public Works staff for ensuring a smooth transition from the former facility. Hough reported there is some site clean-up remaining. He is waiting to hear from the prospective buyer of the former facility regarding disposition of the furniture remaining in the building.
      3) Sheriff’s Office Roof Project Update
      4) Sheriff’s Office HVAC Project Update

Vice Chair Monroe made a motion, seconded by Supervisor Grant, to approve all of the reports. Motion carried 5-0.
New Business

- Change Order #18-014-C10 for the new Health & Human Services (HHS) Facility, Project #18-014
  County Engineer Joe Kroll reported the project is substantially complete, with a few punch list items remaining. This change order includes furnishing and installing locks on all of the drawers and doors in the Medication Storage and Examination rooms; relocating isolation valves for the chiller to facilitate annual maintenance; and adding additional signage and fire extinguishers requested by the Fire Chief. To date, the contractor has completed $14.8 million of work. This change order brings the total project additions to only a +1.2% change. The Committee commended Public Works and Kroll for their excellent planning and oversight on the project. **Supervisor Grant made a motion, seconded by Supervisor Norem, to approve Change Order #18-014-C10. Motion carried 5-0.**

- Change Order #2 for CTH X County Lane to Creek Road, Project #180X1
  **Supervisor Grant made a motion, seconded by Supervisor Russell, to approve Change Order #2 for Project #180X1. Motion carried 5-0.**

- Change Order #3 for Lakeland Health Care Center (LHCC) Parking Lot Modification – Phase 1
  **Supervisor Grant made a motion, seconded by Vice Chair Monroe, to approve Change Order #3 for the LHCC parking lot modification – Phase 1.** Senior Project Manager Joe Latocha showed the Committee photos from the project, which was initially designed as a simple mill and overlay. However, when the proof roll was conducted, it failed; 1,321 tons of base material, binder patching and the addition of a concrete apron in the north side of the lot was required to stabilize the base and sub-base. **The motion carried 5-0.**

- Approve Change in Scope to the Emergency Operations Center (EOC) Training Room Upgrades, Project I1902
  IT Director John Orr said he and Sheriff Kurt Picknell met earlier in the year and jointly developed an Administrative Procedure for the use of the EOC, which allows all County departments to utilize the space for trainings and meetings. Failed technical equipment was upgraded as part of the initial project. The change in scope would allow replacement of carpeting and reorganizing the room to allow multiple uses at the same time. **Supervisor Norem made a motion, seconded by Supervisor Russell, to approve the change in scope to the EOC Training Room Upgrades. Motion carried 5-0.**

- Final payment for CTH X County Lane to Creek Road, Project #180X1
  **Supervisor Grant made a motion, seconded by Supervisor Russell, to recommend approval of the final payment on Project #180X1. Motion carried 5-0.**

- Create new CIP for Public Works to purchase Rumble Strips, Project #W1964
  Assistant Director-Highway Operations Barry Pierce reported the Wisconsin Department of Transportation (WisDOT) has mandated the use of Temporary Portable Rumble Strips (TPRS) for all work zone setups on State roadways. Two complete sets of TPRS have to be purchased (each set equals six rumble strips). Because the TPRS are heavy and cumbersome, additional equipment is needed to load and haul the setups to avoid employee injuries from manually lifting the TPRS. Material included in the agenda packet shows examples of how the rumble strips are deployed and used on the roadways. **Vice Chair Monroe made a motion, seconded by Supervisor Norem, to approve the creation of the new CIP to purchase the TPRS. Motion carried 5-0.**
• Resolution **-01/20 Authorizing Transfer of Excess Health and Human Services Project Funds
  Supervisor Grant made a motion, seconded by Supervisor Russell, to recommend approval of the resolution transferring the excess Health and Human Services Project funds to the General Fund/Building Equipment reserves, with a change in language under item II., Policy and Fiscal Note, to read “for $3,000,000 less than originally budgeted.” Motion carried 5-0.

• Resolution **-01/20 Authorizing Closure of the Whitewater Dam Spillway Project
  Supervisor Grant made a motion, seconded by Supervisor Norem, to recommend approval of the ordinance authorizing closure of the Whitewater Lake Dam Spillway Project. Motion carried 5-0.

• Request to Amend Section 16-2 to 16-4, and Add Section 16-31 of Chapter 16 of the Walworth County Code of Ordinances relating to Facilities Planning and Maintenance Operations
  Hough said the amendments update and correct some terminology and supports the new baseline standards for Facilities Management. Article IV codifies the Facility Master Plan and countywide space utilization. Supervisor Grant made a motion, seconded by Supervisor Norem, to recommend approval of the ordinance. Motion carried 5-0.

• Approval to apply for Multimodal Local Supplement (MLS) program grant funding
  Hough and Kroll have been working with the Village of East Troy on an Intergovernmental Agreement for the CTH ES project, a segment of which is located downtown. The Village is planning improvements in conjunction with the County project, which include sidewalks, curb and gutters, drainage, and storm sewer. Their portion of the project will enhance public safety and improve landscaping and aesthetics in the Historic District. A final phase in the project will connect foot traffic from the East Troy Electric Railroad depot to the downtown area. The State is offering a one-time Multimodal Local Supplement (MLS) program grant, and the Village is applying for the funding. Hough said the Village would benefit from most of the funding; however, the County’s interest is in recouping the cost of what we would have received in Local Road Improvement Project (LRIP) funding on the project. If the MLS grant is awarded, LRIP funding would be shifted from the CTH ES project to the CTH U project. Supervisor Russell made a motion, seconded by Supervisor Grant, to approve the MLS grant application. Motion carried 5-0.

Reports/Announcements by Chair – There were none.

Confirmation of next Public Works Committee meeting date and time: Monday, January 20, 2020, at 3:30 p.m., County Board Room 114 at the Government Center

Adjournment
On motion by Vice Chair Monroe and Supervisor Norem, Chair Stacey adjourned the meeting at 3:57 p.m.

Submitted by Becky Bechtel, Administrative Assistant. Meeting minutes are not considered final until approved by the Committee at their next regular business meeting.
Chair Nancy Russell called the meeting to order at 10:00 a.m.

Roll call was conducted and the following members were present: Chair Nancy Russell, Vice Chair Jerry Grant (arrived at 10:04 a.m.), and Supervisors Kathy Ingersoll, Dan Kilkenny and William Norem. A quorum was declared.

Others in Attendance
County staff: County Administrator David Bretl; Finance Director Jessica Conley; Director of Health and Human Services Elizabeth Aldred; Comptroller Todd Paprocki; Director-Public Works Richard Hough; County Treasurer Val Etzel; Office Supervisor/Mobility Manager Nicole Hill; Senior Accountant Natasha Gantenbein; Accountant Megan Erickson; Veterans Services Officer Nathan Bond; Undersheriff Kevin Williams

Supervisor Norem made a motion, seconded by Supervisor Ingersoll, to approve the agenda as presented. Motion carried by voice vote.

Supervisor Ingersoll made a motion, seconded by Supervisor Ingersoll, to approve the minutes of the November 21, 2019 Finance Committee meeting. Motion carried by voice vote.

Public Comment – There was none.

Unfinished Business – There was none.

Consent Items
Supervisor Kilkenny requested that Consent Item 8.A.1.a be considered separately. Supervisor Kilkenny made a motion, seconded by Supervisor Ingersoll, to approve the remainder of the consent items. Motion carried 4-0.

8A, Budget Amendments
1) County Administration
   a) CA001 – County Administration increase budget for Shared Ride transportation services
      Supervisor Kilkenny asked if the transportation programs were adequately funded for 2020. County Administrator Bretl said demand for rides has spiked; accommodating the increase will be a challenge. Office Supervisor/Mobility Manager Nicole Hill stated federal and state grant requirements do not allow for an increase in expenses above 5%. One option to accommodate increased demand is to request an increase in the County’s match budget. Senior Accountant Natasha Gantenbein reported there has been a 33% increase in shared rides. Such a high utilization of the service was unexpected. This year, the average monthly costs for the shared ride service was $80,000-$85,000; in the month of October it was $105,000. Discussion ensued. Vice Chair Grant asked if it would make sense to revisit the volunteer driver option. Bretl replied VIP Services, the current vendor, will not utilize volunteers. The Transportation Coordinating Committee will be discussing options to cover increased expenses at future meetings. Supervisor Kilkenny made a motion, seconded by Vice Chair Grant, to approve Budget Amendment CA001. Motion carried 5-0.
2) Health & Human Services  
   a) HS025 – Increase residential services in the Community Services program
3) Sheriff’s Office  
   a) SH015 – Reflect increased revenues and expenses for 2019 Alpine Valley concert season
4) Veterans Services  
   a) VT001 – Increase budget for transportation services

8B, Bids/Contracts
1) County owned tax properties

8C, Reports
1) Quarterly Sales Tax Report – 3rd quarter 2019
2) Update on tax incremental financing districts (TIDs)
3) Out-of-State Travel  
   a) Public Works  
      1) Jacob Dewart, Mack Electrical/Emissions Diagnostics, Joliet, IL
   b) UW-Extension  
      1) Deborah Harris and Janel Heidemeier, NAE4-HA National Conference, White Sulphur Springs, WV

New Business
• Health and Human Services Foster Home Licensing Grant for 2020  
  
  Supervisor Kilkenny made a motion, seconded by Vice Chair Grant, to approve the grant application.  
  Motion carried 5-0.

• Approval for Public Works to apply for Multimodal Local Supplement (MLS) program grant funding  
  Bretl said the application for the MLS program grant funding was approved by the Public Works Committee.  
  The program is competitive, but Bretl said the segment of the CTH ES project in East Troy through downtown proposed by Director-Public Works Richard Hough and Village of East Troy officials is a good candidate for the grant award.  
  Vice Chair Grant made a motion, seconded by Supervisor Norem, to approve application of the MLS program grant funding.  
  Motion carried 5-0.

• Resolution **-01/20 Authorizing the Transfer of Excess Project Funds from the New HHS Facility Project to the General Fund Building/Equipment Reserves  
  Vice Chair Grant made a motion, seconded by Supervisor Ingersoll, to approve the transfer of the excess HHS project funds to the General Fund Building/Equipment Reserves.  
  Chair Russell noted the return of $3 million in excess funds from the project speaks for the outstanding planning and oversight of the project by Public Works and HHS management staff.  
  Director-Public Works Richard Hough said the project was completed on time and on budget.  
  Because of the early onset of winter weather, landscaping has been postponed until spring.  
  Bretl commended County Engineer Joe Kroll for his pre-emptive research on the project.  
  Chair Russell announced the grand opening of the facility will be March 14, 2020.  
  Motion carried 5-0.

• Resolution **-01/20 Authorizing the Closure of the Whitewater Dam Spillway Project and Transferring Remaining Funds to the General Fund Unassigned Fund Balance Account  
  Chair Russell stated the Public Works Committee approved the resolution at its December 9th meeting.  
  Supervisor Norem made a motion, seconded by Supervisor Ingersoll, to approve the resolution
authorizing closure of the Whitewater Dam Spillway Project and transferring the remaining funds. Motion carried 5-0.

Correspondence – There was none.

Confirmation of next meeting: Thursday, January 23, 2020 at 9:30 a.m., County Board Room 114 at the Walworth County Government Center.

On motion and second by Vice Chair Grant and Supervisor Norem, Chair Russell adjourned the meeting at 10:23 a.m.

Submitted by Becky Bechtel, Administrative Assistant. Meeting minutes are not considered final until approved at the next regularly scheduled Committee meeting.
Finance Committee Budget Amendment

Department Head: [Signature]
County Administrator: [Signature]
Finance Committee: [Signature]

Reference Number: PW005
Department: Public Works
Date: 16 Dec 19
Preparer: P. Bishop

Reason for request:
The Sheriff's Office fire alarm panel is past its life expectancy and is in need of replacement.

### Revenue Accounts

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Org - Object - Project</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

### Expenditure Accounts

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Org - Object - Project</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>SO Admin Bldg Repair &amp; Maint</td>
<td>152530-52805</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>SO Jail Bldg Repair &amp; Maint</td>
<td>156530-52805</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>SO Jail Machinery &amp; Equip Parts</td>
<td>156530-53720</td>
<td>14,400</td>
<td></td>
</tr>
<tr>
<td>SO Range Service Contracts</td>
<td>152631-52820</td>
<td></td>
<td>7,000</td>
</tr>
<tr>
<td>SO Range Consumable Supplies</td>
<td>152631-53740</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>SO Admin Bldg Building Material</td>
<td>152530-53710</td>
<td></td>
<td>1,800</td>
</tr>
<tr>
<td>SO Admin Building Rental Equip</td>
<td>152530-53470</td>
<td></td>
<td>1,800</td>
</tr>
<tr>
<td>SO Range Landscaping</td>
<td>152631-53855</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>SO Admin Bldg Fire Protection</td>
<td>152530-52735</td>
<td></td>
<td>1,500</td>
</tr>
<tr>
<td>SO Admin Bldg Service Contracts</td>
<td>152530-52820</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>SO Bldg Small Items of Equip</td>
<td>152530-53115</td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>SO Bldg Machinery &amp; Equip Parts</td>
<td>152530-53720</td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>SO Bldg Consumable Supplies</td>
<td>152530-53740</td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>SO Fire Panel Replacement</td>
<td>152530-52805-W1965</td>
<td>80,000</td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

|              |                      | 80,000   | 80,000   |

Finance Review
Finance Post Into MUNIS

Form 1-101-B (3/14/07)
MEMORANDUM

Date: December 16, 2019

To: Public Works Committee
Finance Committee

Cc: David Bretl – County Administrator
Jessica Conley – Finance Director
Dennis Clark - Deputy Director – Asset Management

From: Richard Hough – Public Works Director

Subject: New CIP SO Fire Alarm Panel

Summary: The Law Enforcement Center Fire Alarm Panel is nearing the end of its life-cycle with over two decades of use. The equipment has required ongoing maintenance and troubleshooting to sustain functionality, however, based on the age of the panel, expertise and parts are increasingly rare. Rather than waiting for the system to fail, Public Works, in coordination with the Sheriff’s Department, seek the establishment of a new CIP by which to address this shared concern.

Johnson Controls: The department received an estimate this month from Johnson Controls to upgrade the panel to a Simplex 4100ES Audio Fire Alarm Control Panel. The quote is for general panel installation at $62,803.00, however, due to the age of the building, some additional work is anticipated.

Budget Information:

| CIP – SO Fire Alarm Panel | $80,000 |

Conclusion: We anticipate this system failing in the near future. Meanwhile, continued maintenance is required. It is better to have anticipated this emerging requirement rather than waiting for the next budget cycle. I encourage support for this new CIP using available 2019 operating funds.
WB-15 COMMERCIAL OFFER TO PURCHASE

[DATE] IS (AGENT OF BUYER)

AGENT OF SELLER/LISTING BROKER (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS

The Buyer, Aurora Health Care Southern Lakes, Inc.

of Geneva, County of Walworth, Wisconsin

offers to purchase the Property known as [Street Address] W4051 County Road NN

in the Town

of Geneva, County of Walworth, Wisconsin

Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

PURCHASE PRICE: $300,000.00

Dollars ($300,000.00)

EARNEST MONEY of $ ______________ accompanies this Offer and earnest money of $ 5,000.00 will be mailed, or commercially or personally delivered within ten (10) business days of acceptance to listing broker or

in accordance with the terms of the attached Addendum.

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

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items: See Addendum

NOT INCLUDED IN PURCHASE PRICE:

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

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

ACCEPTANCE

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

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

BINDING ACCEPTANCE

This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before December __, 2019. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

OPTIONAL PROVISIONS

TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ) ARE PART OF 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.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

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

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

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

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

E-Mail address for Seller (optional): mcotter@co.walworth.wi.us

E-Mail address for Buyer (optional): maggie.beckley@aurora.org; mkeane@boerke.com

PERSONAL DELIVERY/(ACTUAL RECEIPT)

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
PROPERTY CONDITION REPRESENTATIONS  Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller’s disclosure report dated , which was/were received by Buyer prior to Buyer signing this Offer and which are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

CLOSING This transaction is to be closed no later than See Addendum

at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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 association assessments, fuel and all other costs.

causal to ownership of the Property

CAUTION: Provide for 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 brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer’s occupancy, Property shall be in broom sweep condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer’s consent. Occupancy shall be subject to tenant’s rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller’s rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are no leases affect the property.

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

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

TIME IS OF THE ESSENCE “Time of the Essence” as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: . If “Time of the Essence” applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If “Time of the Essence” does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Addendum
PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:

[insert proposed use and type and size of building, if applicable; e.g., restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within ______ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

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

or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within ______ days of acceptance of this Offer.

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

LAND USE APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ______ rezoning; ______ conditional use permit; ______ license; ______ variance; ______ building permit; ______ occupancy permit; ______ other ______ CHECK ALL THAT APPLY for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within ______ days of acceptance.

MAP OF THE PROPERTY: This Offer is contingent upon Buyer obtaining (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a ______ survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within ______ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of ______ acres, maximum of ______ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and ______. STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within ______ days of acceptance: ______ CHECK THOSE THAT APPLY: ______ STRIKE AS APPROPRIATE

1. Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
2. A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.
3. Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
4. Rent roll.
5. Other ______

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ______ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this
contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

**DEFINITIONS**

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

- **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION**: "Conditions Affecting the Property or Transaction" are defined to include:
  
  a. Defects in structural components, e.g. roof, foundation, basement or other walls.
  
  b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
  
  c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
  
  d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radiation in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
  
  e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
  
  f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
  
  g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
  
  h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
  
  i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
  
  j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
  
  k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
  
  l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
  
  m. Portion of the Property in a floodplain, wetland or shoreline zoning area under local, state or federal regulations.
  
  n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreline zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreline conditions and which is enforceable by the county.
  
  o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, driveways, signage or other shared usages; or leased parking.
  
  p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
  
  q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
  
  r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
  
  s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
  
  t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
  
  u. Government investigation or private assessment/audit (of environmental matters) conducted.
  
  v. Other Defects affecting the Property.

- **DEADLINES**: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

- **DEFECT**: "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.

(Definitions Continued on page 6)
IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

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

■ FIXED RATE FINANCING: The annual rate of interest shall not exceed ________%.

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

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

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

■ BUYER’S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer’s financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer’s written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller’s Actual Receipt of a copy of Buyer’s written loan commitment.

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

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

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

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

■ ADDITIONAL PROVISIONS/CONTINGENCIES: See attached Addendum
DEFINITIONS CONTINUED FROM PAGE 4

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

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

**FIXTURE**: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings, attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A fixture does not include trade fixtures owned by tenants of the Property.

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

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

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

**EARNEST MONEY** See Addendum

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

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

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

**LEGAL RIGHTS/ACTION**: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earn earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB-18.
**TITLE EVIDENCE**
- **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee’s deed if Seller is a trust, personal representative’s deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller’s disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
- **Permitted Encumbrances as defined in the Addendum**

1. which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller’s cost and pay the Wisconsin Real Estate Transfer Fee.

**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.
- **GAP ENDORSEMENT:** Seller shall provide a “gap” endorsement or equivalent gap coverage at (Seller’s) (Buyer’s) **STRIKE ONE** (“Seller’s” if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available. Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

- **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer’s attorney or Buyer not more than **ten (10) days** after acceptance (“15” if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

- **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within **sixteen (16) days** ("15" if left blank) after delivery of the title commitment to Buyer or Buyer’s attorney. In such event, Seller shall have a reasonable time, but not exceeding **sixteen (16) days** ("15" if left blank) from Buyer’s delivery of the notice stating title objections, to deliver notice to Buyer stating Seller’s election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller’s obligations to give merchantable title to Buyer.

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

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

- **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer’s choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer’s) (Seller’s) expense **STRIKE ONE** (“Buyer’s” if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

- **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within **thirty (30) days** of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

- **RIGHT TO CURE:** Seller (shall) **STRIKE ONE** (shall if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer’s delivery of the Notice of Defects stating Seller’s election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.
Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

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

Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties. See Addendum

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

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widsocoffenders.org or by telephone at (608) 240-5830.

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

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

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
INSCRIPTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing an inspection of ______________________________ (list any property feature(s) to be separately inspected, e.g., dumpster, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

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

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

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

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

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

ADENDA: The attached Addendum(s) is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm]

Buyer Entity Name (if any):

(x) Signatures appear on attached Addendum

Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

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

Broker (By)

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

Seller Entity Name (if any):

(x) Signatures appear on attached Addendum

Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

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

on __________________ at __________________ a.m./p.m.

This Offer is rejected __________________ This Offer is countered [See attached counter] __________________

Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲
ADDENDUM

This Addendum is attached to and incorporated by reference into the Commercial Offer to Purchase dated December ____, 2019 (the “Offer”) by AURORA HEALTH CARE SOUTHERN LAKES, INC. (“Buyer”), pursuant to which Buyer offered to purchase from WALWORTH COUNTY (“Seller”) certain real property and improvements located at W4051 County Road NN, Town of Geneva, Wisconsin (the “Property”). Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect and, in the event of a conflict between the terms of this Addendum and the terms of the Offer, the terms of this Addendum shall control. The Offer and this Addendum together are hereinafter referred to as this “Offer.”

1. **Property.** The Property consists of approximately 6.2 acres of land as shown on attached Exhibit A together with all improvements located thereon, including a building containing approximately 70,000 square feet. The legal description for the Property shall be as set forth on the Survey (as defined herein). Prior to Closing, Seller and Buyer shall proceed to divide the Property from the larger parcel of which it’s a part in order to create a separate legal parcel utilizing a lot line adjustment. If the Property is not so divided, and such division approved by all required governmental authorities, by the Closing Date, this Offer shall terminate and be of no further force or effect unless Seller and Buyer agree otherwise.

2. **Personal Property.** In addition to the Property, the Purchase Price includes certain personal property located in the building on the Property. Buyer acknowledges that Seller will be removing some personal property from the building no later than December ____, 2019. Promptly following such removal, representatives of Seller and Buyer shall inspect the personal property remaining in the building. If Buyer is not satisfied with such remaining personal property, Buyer may terminate this Offer by written notice to Seller given prior to the Closing Date. The personal property acquired by Buyer is referred to herein as the “Personal Property”.

3. **Allocation of Purchase Price.** The Purchase Price shall be allocated between the Property and the Personal Property as determined by Buyer.

4. **Earnest Money.** The earnest money (the “Earnest Money”) shall be held by First American Title Insurance Company (the “Title Company”) pursuant to its standard form of escrow agreement and shall be applied to the Purchase Price at Closing or disbursed in accordance with the terms of this Offer if this transaction fails to close.

5. **Seller Deliveries.** Within ten (10) days after the date on which this Offer is accepted (the “Acceptance Date”), Seller shall deliver to Buyer complete copies of all agreements, documents and other information relating to the Property that are in the possession of or subject to the reasonable control of Seller, including, without limitation, all surveys, title insurance policies or commitments, inspection reports, including any environmental reports, engineering reports and studies, maintenance records on the HVAC system, the locations of all utilities serving the Property, any wetland delineations, plans and
specifications, governmental approvals, notices or other correspondence from any governmental authority having jurisdiction over the Property and all other information reasonably requested by Buyer and in the possession of, or reasonably available to, Seller.

6. **Due Diligence.** Buyer shall have a period of time commencing on the Acceptance Date and continuing through the [_______] day thereafter (the “Due Diligence Period”) to conduct its due diligence investigations and analyses of the Property in all matters related to the feasibility, acquisition, use, development and operation of the Property. The foregoing shall include, without limitation, (i) the right to conduct an environmental assessment, including a Phase II assessment if desired, a soil compaction assessment and a wetland impact study, (ii) a determination by Buyer that all required utility services are available to the Property, and (iii) the preparation of an ALTA survey of the Property which will be used for the lot line adjustment described herein (the “Survey”). If Buyer, in its sole discretion, for any or no reason, determines that it does not desire to acquire the Property and notifies Seller no later than the last day of the Due Diligence Period of Buyer’s election to terminate this Offer, this Offer thereupon shall be deemed terminated and of no further force and effect. In the event of any such termination, the Earnest Money promptly shall be disbursed to Buyer.

7. **Additional Conditions Precedent to Buyer’s Obligation.** Without limiting Buyer’s right to terminate this Offer pursuant to Section 6 and in addition to any other conditions set forth elsewhere in the Offer, Buyer’s obligation to purchase the Property pursuant to this Offer is conditioned upon the complete fulfillment, to the satisfaction of Buyer, or the waiver by Buyer, in writing, of the following conditions:

   a. **Permits, Approvals.** Buyer shall have determined that all appropriate governmental agencies having jurisdiction over the Property have or shall issue all necessary or desired permits, approvals and licenses necessary for Buyer’s intended operation and use of the Property in form and substance acceptable to Buyer.

   b. **Proforma Title Insurance Commitment.** At Closing, Buyer shall have received a proforma title insurance commitment in the condition required by this Offer with all standard title insurance exceptions removed and subject only to the Permitted Encumbrances (as defined in Section 11a. of this Addendum).

   c. **Acts to be Performed.** Each of the acts, covenants and undertakings of Seller to be performed on or before the Closing Date pursuant to the terms hereof shall have been duly performed.

   d. **Representations and Warranties True at Closing.** The representations and warranties of Seller contained in this Agreement and in the exhibits, and the statements, documents, certificates and schedules delivered to Buyer pursuant hereto and in connection herewith, shall be true and correct as of the time of Closing.
e. **Absence of Adverse Changes.** From the date hereof to the Closing Date, there shall have been no material adverse change in the condition of the Property, and there shall not have been any occurrence, circumstance or combination thereof, including litigation pending or threatened, which might reasonably be expected to result in any such material adverse change before or after the Closing Date.

f. **Personal Property.** Buyer shall have determined that none of the Personal Property has been removed from the Property since the inspection by Buyer as described in Section 2.

If any of the contingencies set forth above are not satisfied on or before the Closing Date, then this Offer, at the option of Buyer, shall be null and void, and neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer elects to terminate this Offer based on any of the contingencies set forth above, it shall do so by written notice to Seller given on or before the Closing Date. In the event of any such termination, the Earnest Money shall be disbursed to Buyer.

8. **Covenants of Seller.** Seller covenants and agrees that from and after the Acceptance Date and until Closing:

   a. **Full Access and Cooperation.** Buyer and Buyer’s authorized representatives shall have full access to inspect the Property, including access of a nature and degree necessary to conduct the studies and inspections described in this Offer. Seller agrees to cooperate with Buyer, at no expense to Seller, in obtaining the permits, approvals and licenses necessary for Buyer’s ownership and use of the Property.

   b. **Maintenance.** Seller shall maintain the Property in a normal manner, and the Property shall not be used or operated in other than a normal manner.

   c. **Insurance.** Seller shall maintain all customary insurance with respect to the Property.

   d. **Contracts.** Seller shall not amend or terminate any contracts or other agreements affecting the Property and will not enter into any contracts or agreements relating to the Property requiring performance beyond the Closing Date. In addition, unless otherwise directed by Buyer, Seller shall terminate all contracts affecting the Property on the Closing Date.

9. **Access Easement.** Promptly following the Acceptance Date, Seller and Buyer shall proceed to negotiate an access easement agreement granting Buyer and all users of the Property the right to use the access drive and parking spaces adjoining the western boundary of the Property as shown on attached Exhibit A (the “Access Easement Agreement”). In addition to other customary terms, the Access Easement Agreement shall provide that Seller shall be responsible for maintaining and repairing the access drive. If, despite the good faith efforts of Seller and Buyer, the parties are unable to agree upon the terms of the Access Easement Agreement, Buyer may terminate this Offer by written notice delivered to Seller no later than the Closing Date.
10. **Seller’s Representations and Warranties.** In addition to the representations and warranties in the Offer, Seller hereby represents and warrants to Buyer as follows:

a. **No Third Party Interests.** Seller has granted no option, contract or other agreement of any kind or nature with respect to the purchase, sale or lease (of all or any part) of the Property and there are no parties other than Seller in possession of the Property or any portion thereof.

b. **No Actions.** To Seller’s knowledge, there are no actions, suits, proceedings or claims, including, without limitation, any bankruptcy or similar proceedings, pending or, to the knowledge of the Seller, threatened with respect to or in any manner affecting the Property or the ability of the Seller to consummate the transactions contemplated by this Offer.

c. **Condemnation.** Seller has no notice or knowledge of any planned, pending or contemplated condemnation or similar action or proceeding with respect to the Property or any part thereof.

d. **Title.** Seller has, and will have as of the Closing Date, good and marketable fee simple title to, undisputed possession of and complete and unrestricted power to sell, convey and deliver the Property to Buyer on the terms set forth herein.

All representations and warranties of Seller made in this Offer shall be true and correct as of the Closing Date to the same extent as on the Acceptance Date.

11. **Title Insurance.**

a. Buyer shall have until the expiration of the Due Diligence Period to object in writing to any condition of title shown on the title insurance commitment required to be delivered by the Offer or on the Survey. If an objection is made, Seller shall have fifteen (15) days thereafter in which to exercise reasonable efforts to correct such condition and the Closing Date shall be extended if necessary to allow for such cure. If the condition cannot be corrected within such fifteen (15)-day period despite Seller’s reasonable efforts, Buyer, at its option, may elect to terminate this Offer by written notice to Seller given on or before the Closing Date or elect to accept such title Seller is able to convey. Any encumbrances accepted by Buyer are referred to herein as the “Permitted Encumbrances.”

b. At Closing, Seller shall pay (1) the entire premium charged by the Title Company for issuance to Buyer of an owner’s policy of title insurance pursuant to the commitment to issue such policy required under this Offer, and (2) any other charges imposed by the Title Company incidental to issuance of the owner’s policy. The title insurance commitment provided by Seller shall be updated at the time of Closing, at Seller’s expense, to show that at the Closing Date Seller’s title to the Property is merchantable, as required under this Offer, and shall include such endorsements as reasonably requested by Buyer, including GAP and extended coverage.
12. **Broker.** Seller and Buyer agree that The Boerke Company, Inc. (the “Broker”) is the only broker involved in the sale of the Property. A commission shall be paid to the Broker at the Closing by Seller pursuant to a separate agreement. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any and all claims for brokerage or finders fees, commissions or compensation of any kind in connection with this transaction by any party claiming through Seller. Except for the commission owed to the Broker, Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims for brokerage or finder’s fees, commissions or compensation of any kind in connection with this transaction by any party claiming through Buyer.

13. **Closing.** Provided Buyer has not terminated this Offer, the closing of this transaction (the “Closing”) shall occur no later than _____, 20__ (the “Closing Date”).

14. **No Assumption of Liabilities.** Buyer does not assume and shall not be liable for any of Seller’s obligations, debts, contracts, agreements or any other liabilities of any nature whatsoever, and the same shall continue to be the responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims and liabilities asserted against Buyer arising out of such liabilities and obligations of Seller.

15. **Seller’s Deliveries at Closing.** In addition to the other documents required hereunder, Seller shall deliver the following to Buyer at Closing, properly executed as required:

   a. **Warranty Deed.** General warranty deed to the Property (the “Deed”), in a form reasonably acceptable to Buyer, conveying to Buyer good, valid, and marketable title in fee simple, free and clear of all liens and encumbrances other than the Permitted Encumbrances.

   b. **Bill of Sale.** A bill of sale in form reasonable acceptable to Buyer conveying to Buyer good and valid title to the Personal Property free and clear of all liens and encumbrances.

   c. **Access Easement Agreement.** The Access Easement Agreement.

   d. **Title Policy.** A proforma title insurance policy insuring Buyer’s title to the Property as required by this Offer.

   e. **Assignments.** Assignment agreements in form and substance reasonably satisfactory to Buyer assigning to Buyer all of Seller’s right, title and interest in all contracts affecting the Property, if any, that Buyer has elected to assume and all warranties and guaranties held by Seller and affecting the Property (the “Assignment and Assumption Agreements”).

   f. **Closing Statement.** A closing statement setting forth a summary of the Purchase Price, all adjustments thereto and all disbursements (the “Closing Statement”).

   g. **FIRPTA Affidavit.** A certificate of non-foreign status confirming that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or
foreign estate (as those terms are defined in the Internal Revenue Code of 1986 as amended).

h. **Other Documents.** Such additional documents and other information, including, without limitation, any affidavits or similar agreements required by the Title Company to issue a title insurance policy to Buyer as required by this Offer and all information necessary to allow for the filing of the Wisconsin transfer tax return, as may be required by the terms of this Offer or otherwise necessary or proper to carry out the transfer that is the subject of the Offer.

16. **Buyer’s Deliveries at Closing.** Buyer shall deliver to Seller at Closing the following, duly executed as required:

a. **Purchase Price.** The Purchase Price as shown on the Closing Statement;

b. **Access Easement Agreement.** The Access Easement Agreement;

c. **Assignments.** The Assignment and Assumption Agreements;

d. **Closing Statement.** The Closing Statement; and

e. **Other Documents.** Such additional documents and other information, including, without limitation, information necessary to allow for the filing of the Wisconsin transfer tax return, as may be required by this Offer or otherwise necessary or proper to carry out the transfer that is the subject of this Offer.

17. **Closing Costs.**

a. Buyer shall pay the cost to record the Deed;

b. Seller shall pay all title insurance premiums for the owner’s title insurance policy including endorsements;

c. Seller and Buyer shall each pay one-half (1/2) of the cost of the Survey;

d. Seller and Buyer each shall pay one-half (1/2) of any closing fee charged by the Title Company;

e. Seller shall pay all broker’s fees or commissions to the Broker due as a result of sale of the Property;

f. Seller shall pay any transfer fee or cost arising by reason of transfer of the Property, as well as the recording fee for any satisfaction of its existing liens or encumbrances; and

g. Each party shall pay its own attorneys’ fees and other customary closing costs except as otherwise set forth herein.
18. **Patriot Act.** Seller and Buyer each represent to the other that it is not listed on the specially designated nationals and blocked persons list maintained by the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the “Order”) and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to the Order or any other applicable orders.

19. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Offer, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

20. **Assignment.** This Offer shall be freely assignable by Buyer, provided that any assignee(s) of the same shall execute a written agreement accepting such assignment and agreeing to assume each of the covenants, rights, and obligations accruing to Buyer hereunder, following which the Buyer named herein shall be released from all further obligations and liabilities hereunder. All of the terms, covenants and conditions of this Offer shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

21. **Faxed Signatures and Counterparts.** Buyer and Seller agree that faxed or electronically scanned/e-mailed signatures (including DocuSign) will be binding on both parties. This Offer may be signed in multiple counterparts, each of which shall be an original and which, altogether, shall constitute one and the same instrument.

22. **As-Is.** Notwithstanding any provisions to the contrary in this Offer, the improvements on the Property shall be conveyed in "AS-IS" condition.

Signatures appear on following page
The parties to this Offer have read the Offer and this Addendum and agree to the terms, covenants and conditions contained herein and in the Offer.

**Buyer:**

**AURORA HEALTH CARE SOUTHERN LAKES, INC.**

By: __________________________
Name: __________________________
Title: __________________________

Date of Offer: _________________, 2019

**Seller:**

**WALWORTH COUNTY**

By: __________________________
Name: __________________________
Title: __________________________

Date of Acceptance: ______________, 2019
EXHIBIT A

PROPERTY