



County Clerk

Kimberly S. Bushey
County Clerk

October 8, 2013 – Walworth County Board Meeting

Report of the County Clerk Regarding Communications Received After the Agenda Mailing

The following items were placed on Supervisors' desks and are attached to this cover sheet:

- Ord. No. 804-10/13 – Creating Section 30-315 of the Walworth County Code of Ordinances Relating to Grant Report Requirements – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
- Ord. No. 808-10/13 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to a Reorganization in Public Works and Administration – *Vote Required: Two-thirds* (Recommended by the Human Resources Committee 5-0)
- Ord. No. 809-10/13 – Amending Chapter 15 of the Walworth County Code of Ordinances Relating to the Position of Human Resources Director – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
- Ord. No. 810-10/13 – Amending Section 42-1 of the Walworth County Code of Ordinances Relating to Hunting, Trapping and Fishing in County Parks – *Vote Required: Majority* (Recommended by the Park Committee 5-0)
- Res. No. 50-10/13 – Committing to Settle Special Assessments with Local Taxation Units in 2014 – *Vote Required: Two-thirds* (Recommended by the Finance Committee 4-1)
- Res. No. 51-10/13 – Accepting the Wisconsin Knowles-Nelson Stewardship Program Grants for the White River Park Acquisition and Development – *Vote Required: Majority* (Recommended by the Park Committee 5-0)
- Correspondence from Supervisor Dan Kilkenny in regard to the Darien Town Plan Commission's recommendation for the county to amend its ordinance (Sec 74-44) in order to allow chickens in residential districts and in areas zoned Agricultural and Conservation with minimal restrictions – To be referred to the County Zoning Agency
- Wisconsin Department of Administration Final Estimate of January 1, 2013 Population for Walworth County – To be referred to the Executive Committee
- Notice of Claim – John McDaniels – To be referred to the Executive Committee
- Notice of Receiver's Motion, Motion, and proposed Order – Re: Cases: B. R. Amon & Sons, Inc. – 13CV00363, Amon & Sons, Inc. – 13CV00365, Amon Land Company, LLC – 13CV00364, Lake Mills Blacktop, Inc. – 13CV00366 – To be referred to the Executive Committee
- Correspondence from Perfection Auto Body requesting the opportunity to bid on repairs and painting of squad cars – To be placed on file
- *Walworth County Aging & Disability Resource Center News*, October 2013 – To be placed on file

These items were received after the agenda mailing before the meeting. Other items that were placed on the Supervisors' desks at the meeting are not included on this report. Please contact the County Clerk's office for information regarding those items.

ORDINANCE NO. 804 – 10/13

CREATING SECTION 30-315 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO GRANT REPORT REQUIREMENTS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Section 30-315 of the Walworth County Code of Ordinances is hereby created to read as follows:

Sec. 30-315. Grant report requirements

Granting agencies often require that financial and/or performance-related reports be submitted. Department heads and elected officials with grant oversight are responsible for verifying that all grant requirements are met. This oversight includes the establishment of appropriate controls, compliance with all required grant components and review and approval of all reports submitted. Grants undergoing an audit by the granting agencies or by the county's external auditors will be tested for compliance with the grant's financial and performance requirements. Department heads and elected officials shall ensure that appropriate supporting materials are provided, including written documentation and evidence that reviews and approvals have been performed, in connection with any audit.

PART II: This Ordinance shall become effective upon passage and publication.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 8th day of October 2013.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: October 8, 2013

Action Required: Majority Vote [X] Two-thirds Vote [] Other []

Policy and Fiscal Note is attached. Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances: [Signatures and dates of David A. Bretl and Nicole Andersen]

Ordinance No. 804 – 10/13
Fiscal Note and Policy Impact Statement

I. Title: Creating Section 30-315 of the Walworth County Code of Ordinances Relating to Grant Report Requirements

II. Purpose and Policy Impact Statement: Various reporting requirements exist related to the individual grants currently received by the county. In addition, appropriate documentation and evidence of management review and approval of reports is required. This ordinance establishes that department heads and elected officials are responsible for taking appropriate steps to ensure that grant requirements are met for their respective grant awards.

The county received a finding in its most recent single audit report for a grant that submitted performance reports which were not reviewed or approved prior to submission.

III. Is this a budgeted item and what is its fiscal impact: There is no direct fiscal impact. Reports not meeting these requirements may subject the county to the loss of grant funding.

IV. Referred to the following standing committee(s) for consideration and date of referral:

Committee: Finance Committee

Date: September 19, 2013

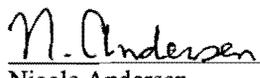
Vote: 5 – 0

County Board Meeting Date: October 8, 2013

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.

 10-4-13

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/4/13

Date
Nicole Andersen
Deputy County Administrator - Finance

ORDINANCE NO. 808 – 10/13

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF
ORDINANCE RELATING TO A REORGANIZATION IN PUBLIC WORKS AND
ADMINISTRATION

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:
3

4 PART I: The following change to Section 15-17 of the Walworth County Code of
5 Ordinances shall be effective as of October 8, 2013:
6

7	<u>Position Created</u>	FTE
8	<i>Public Works:</i>	
9	County Engineer	1.00

10
11 PART II: The following change to Section 15-17 of the Walworth County Code of
12 Ordinances shall be effective as of November 30, 2013:
13

14	<u>Position Eliminated</u>	FTE
15	<i>Public Works:</i>	
16	Assistant DPW - Facilities Plant Operations	1.00

17
18 PART III: The following changes to Section 15-17 of the Walworth County Code of
19 Ordinances shall be effective as of December 1, 2013:
20

21	<u>Position Created</u>	FTE
22	<i>Public Works:</i>	
23	Highway/Engineering Assistant	1.00

24	<u>Position Created</u>	
25	<i>County Board:</i>	
26	Administrative Clerk	1.00

27	<u>Position Eliminated</u>	FTE
28	<i>Public Works:</i>	
29	Administrative Assistant – Highway	1.00

30
31
32
33 PART IV: The following change to Section 15-17 of the Walworth County Code of
34 Ordinances shall be effective as of January 1, 2014:
35

36	<u>Position Created</u>	FTE
37	<i>Public Works:</i>	
38	Administrative Secretary I – Facilities	1.00

1 **PART V: The following changes to Section 15-17 of the Walworth County Code of**
2 **Ordinances shall be effective as of March 23, 2014:**

3
4 Position Created

5 *Administration:*

6 Administrative Clerk 1.00

7
8 Position Eliminated

FTE

9 *Public Works:*

10 Administrative Assistant – Facilities 1.00

11
12 **PART VI: That the respective department total FTE counts and the county total FTE**
13 **count be adjusted to reflect these changes.**

14
15 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 8th day of October
16 2013.

17
18
19
20
21
22 _____
23 Nancy Russell
24 County Board Chair

25 _____
26 Kimberly S. Bushey
27 Attest: County Clerk

28 **County Board Meeting Date:** October 8, 2013

29 Action Required: Majority Vote _____ Two-thirds Vote X Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

David A. Bretl 10/4/13
Date
County Administrator/Corporation Counsel

N. Andersen 10/4/13
Date
Deputy County Administrator-Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Ordinance No. 808-10/13
Fiscal Note and Policy Impact Statement

- I. Title:** Amending Section 15-17 of the Walworth County Code of Ordinance Relating to a Reorganization in Public Works and Administration
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to reorganize Public Works and Administration with the creation and elimination of several positions.
- III. Is this a budgeted item and what is its fiscal impact:** The positions changes that are to be effective in 2014 have been included in the 2014 budget. The 2013 costs will vary depending on the hire dates for the County Engineer and the Highway/Engineering Assistant. It is anticipated that funds exist within the current budget to cover those expenses in 2013.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

Committee: Human Resources Committee

Date: September 18, 2013

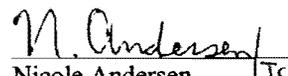
Vote: 5 – 0

County Board Meeting Date: October 8, 2013

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.

 10/4/13

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/4/13

Date
Nicole Andersen
Deputy County Administrator-Finance

ORDINANCE NO. 809 – 10/13

AMENDING CHAPTER 15 OF THE WALWORTH COUNTY CODE OF ORDINANCES
RELATING TO THE POSITION OF HUMAN RESOURCES DIRECTOR

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:

3
4 **PART I: That Section 15-4 of the Walworth County Code of Ordinances is hereby**
5 **amended to read as follows (additions shown by underline; deletions shown by strike-**
6 **through):**

7
8 **“Sec. 15-4. Definitions.**

9
10 *Department head* means the holder of the following public offices and positions: each
11 elected officer, deputy county administrator--finance, health and human services director, human
12 resources director, information technology director, land use and resource management director,
13 director--central services, UW-extension chairperson, veteran's service officer, and Walworth
14 County children with disabilities education board administrator.

15
16 *Director* means the ~~labor/employee relations~~ human resources director.”

17
18 **PART II: That Section 15-17 of the Walworth County Code of Ordinances is hereby**
19 **amended to read as follows (additions shown by underline; deletions shown by strike-**
20 **through):**

21
22 **“Sec. 15-17. Authorized positions by department.**

23
24 (b) *Administration*

25

26 CLASSIFICATION TITLE	FTE
27	
28 Administrative Assistant	1.50
29 Assistant Corp Counsel II	3.00
30 County Administrator	1.00
31 Human Resource Assistant	1.00
32 Human Resource Generalist	1.00
33 Human Resource Specialist	1.00
34 Labor/Employee Relations Director	1.00
35 Legal Secretary	2.00
36 Total Administration FTEs	11.50 <u>7.50</u>

37

38 (j) *Health & Human Services*

39
40 (k) *Human Resources*

1	<u>Human Resources Assistant</u>	1.00
2	<u>Human Resources Director</u>	1.00
3	<u>Human Resources Generalist</u>	1.00
4	<u>Human Resources Specialist</u>	1.00
5	<u>Total Human Resources FTEs</u>	4.00

- 6
- 7 ~~(k)~~ (l) *Information Technology/Land Information*
- 8 ~~(h)~~ (m) *Lakeland Health Care Center*
- 9 ~~(m)~~ (n) *Land Use & Resource Management*
- 10 ~~(n)~~ (o) *Public Works*
- 11 ~~(o)~~ (p) *Register of Deeds*
- 12 ~~(p)~~ (q) *Sheriff*
- 13 ~~(q)~~ (r) *Treasurer*
- 14 ~~(r)~~ (s) *UW-Extension*
- 15 ~~(s)~~ (t) *Veteran's Services*
- 16 ~~(t)~~ (u) *Grand Total - County FTEs*

17

18 **PART III: That Section 15-810 of the Walworth County Code of Ordinances is hereby**
 19 **amended to read as follows (additions shown by underline; deletions shown by strike-**
 20 **through):**

21

22 **“Sec. 15-810. Drug or alcohol testing.**

23

24 (e) The county will randomly test the following non-represented employee
 25 classifications for compliance with its drug-free workplace policy.

26

Department	Classification
Administration	County administrator
	Labor/employee relations director
Finance	Comptroller
	Deputy administrator - finance
	Finance manager
	Payroll and benefits manager
	Payroll specialist
<u>Human Resources</u>	<u>Human Resources Director</u>
Information technology	Business Analyst/Project Manager
	Desktop lead/server specialist
	Director - IT
	GIS Coordinator

	Help desk analyst
	Manager of IT Operations
	Network engineer
	Senior IT Support Specialist
Public works	Director - central services
Sheriff's office	Captain
	Jail administrator
	Jail superintendent
	Lieutenant
	Sheriff (elected)
	Undersheriff
	Corrections sergeant
	Desktop lead/server specialist
Treasurer's office	Accountant
	County treasurer (elected)

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PART IV: This ordinance shall become effective upon passage and publication.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 8th day of October 2013.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: October 8, 2013

Action Required: Majority Vote X Two-thirds Vote Other

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

David A. Bretl 10/4/13 N. Andersen 10/4/13
David A. Bretl Date Nicole Andersen Date
County Administrator/Corporation Counsel Deputy County Administrator-Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Ordinance No. 809-10/13
Fiscal Note and Policy Impact Statement

- I. Title:** Amending Chapter 15 of the Walworth County Code of Ordinances Relating to the Position of Human Resources Director
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to change the position of Labor/Employee Relations Director to Director – Human Resources, a department head position. This amendment also separates the human resources department from administration, making human resources a stand-alone department.
- III. Is this a budgeted item and what is its fiscal impact:** The position of human resources director will be compensated at a level higher than the labor/employee relations director. Funding for the position has been included in the 2014 budget. Assuming the position is filled in 2013, funding will be subject to normal budgetary rules.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

Committee: Human Resources Committee Date: September 18, 2013

Vote: 5 – 0

County Board Meeting Date: October 8, 2013

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.

 10/4/13

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/4/13

Date
Nicole Andersen
Deputy County Administrator-Finance



October 8, 2013

Transmitted via email

Kristin A. Hess, Esq.
Wisconsin Department of Natural Resources
101 S. Webster Street
Post Office Box 7921
Madison, WI 53707-7921

Administration

Re: Stewardship Grant – Walworth County

David A. Bretl
County Administrator

Dear Attorney Hess:

This is a follow-up to our conversation on Friday, October 4, 2013. Based on that discussion, it is my understanding that two modifications need to be made to our proposed parks ordinance in order to obtain Stewardship funds, to wit:

Suzanne Harrington
Administrative Assistant

1. Hunting dogs must be allowed off-leash when hunting.
2. No closing time may be imposed in the park for individuals engaged in hunting and trapping.

Tammy L. Werblow
Administrative Assistant

The first point should not be a major issue with our County Board; the second likely will be. I anticipate that Supervisors will be concerned about the impact on neighbors of allowing 24-hour access to the park.

Enclosed is a revised ordinance. I would appreciate the opportunity to discuss this after you have had a chance to review it. We would also appreciate knowing if there are any alternatives to the 24-hour access requirement.

Very truly yours,

David A. Bretl
County Administrator

DAB/sh
Enclosure

C: Kevin Brunner, Director of Central Services

100 W. Walworth
P.O. Box 1001
Elkhorn, WI 53121
262.741.4357 tel
262.741.4390 fax

ORDINANCE NO. 810-10/13

AMENDING CHAPTER 42 OF THE WALWORTH COUNTY CODE OF ORDINANCE
RELATING TO HUNTING, FISHING AND TRAPPING IN COUNTY PARKS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 PART I: That section 42-1 of the Walworth County Code of Ordinances is hereby amended to
2 read as follows (additions are underlined; deletions are shown in strike-through text):
3

4 Sec. 42-1. Rules for county parks and trails.
5

6 (a) The following rules shall apply to the use of county-owned parks and trails, including
7 the White River State Recreation Trail:
8

- 9
- 10 (1) Except as provided in (d), Pparks and trails shall be open ~~from 6:00 a.m. to 10:00~~
11 ~~p.m. daily~~ from one hour before sunrise to one hour after sunset daily. No person
12 shall use a park or trail outside those hours except by special permit or as authorized
13 in section 42-1(b)(1).
14
- 15 (2) Users shall remove their own litter, recyclables and trash, except where they may be
16 placed in receptacles provided for that purpose.
17
- 18 (3) ~~All P~~pets, including hunting dogs, Except as provided in (d), pets must be properly
19 controlled on a leash no more than eight feet in length. Pet owners shall be
20 responsible for picking up their animal's waste.
21
- 22 (4) No person may offer for sale any item of any kind unless permitted by county
23 administrative procedures.
24
- 25 (5) Except as provided in (d), ~~T~~the discharge of any firearm, including a paint ball gun, is
26 prohibited.
27
- 28 (6) Possession or discharge of fireworks is prohibited.
29
- 30 (7) Camping is prohibited except within designated camping areas (see 42-2(a)).
31
- 32 (8) Except as provided in (d), ~~H~~hunting and trapping are prohibited.
33
- 34 (9) Fires are prohibited, except in designated fireplaces, fire rings and cooking grills. No
35 fire may be left unattended, or any matches, cigarettes, cigar or pipe ashes disposed
36 of, without being extinguished.
37
- 38 (10) Swimming and wading are prohibited.
39

1 (11) Except as provided in (e), No person may launch a boat or canoe of any kind.

2
3 (12) All natural and archeological features, wild animals and plants are protected and shall
4 not be disturbed, except for the removal of invasive plant species by county
5 employees or volunteers acting with county permission.
6

7 (13) No person may plant or cultivate any crop unless first authorized by the county.
8

9 (14) Motorized vehicles may be operated only in parking lots and roads. This prohibition
10 shall not apply to:

11
12 a. Persons using any low-powered, mechanically-propelled vehicle designated
13 specifically for use by persons with physical disabilities; and

14
15 b. Persons authorized by the county to maintain parks and trails.
16

17 (15) Bicycles are not permitted on park trails or paths, except as authorized in (b).
18

19 (16) Horses are not permitted on park trails or paths, except as authorized in (b).
20

21 (17) Possession, use, sale or consumption of alcohol is prohibited.
22

23 (18) Written materials pertaining to park or trail issues may be posted only in officially
24 designated areas.
25

26 (19) No person may disobey an official sign posted in a park or on a trail.
27

28 (b) In addition to the rules contained in (a), the following rules shall apply to use of the
29 White River State Recreation Trail:

30
31 (1) The trail shall be open 24 hours per day for snowmobiles when snowmobile trails,
32 generally, are declared open by the Walworth County Snowmobile Alliance.
33

34 (2) Hiking and bicycling are permitted uses. Horseback riding shall be permitted only on
35 that portion of the trail designated for that purpose.
36

37 (3) All users, except pedestrians and persons using any manually or low-powered
38 mechanically-propelled vehicle designed specifically for use by persons with physical
39 disabilities, shall possess a valid state trail permit.
40

41 (c) In addition to the rules contained in (a), the following rules shall apply to the parcel
42 CR 300004, comprised of approximately 0.72 acres of land in SW 1/4 NE 1/4, Section 3 T3N
43 R15E, Richmond Township and located in Whitewater Lake of Natureland Park.
44

45 (1) The island is a wildlife refuge and as such there shall be no access by the public for
46 any reason.

1
2 (d) Hunting, fishing and trapping shall be permitted in White River Park subject to the
3 following restrictions:

4
5 (1) State laws and regulations must be observed at all times.

6
7 (2) Hunting shall be allowed only in areas posted by the Director – Central Services,
8 which areas will be no closer than 300 feet from a building used for human
9 occupancy. Hunting on farmland must be consistent with any lease.

10
11 (3) Target shooting shall not be permitted. The intended target of any shooting must be a
12 game animal.

13
14 (4) All personal property, including, but not limited to tree stands and personal blinds
15 shall not be permitted to remain unattended.

16
17 (5) Hunting dogs, while actually engaged in hunting, are permitted to be off-leash.

18
19 (6) Park hours set forth in (a) (1) do not apply to persons lawfully engaged in hunting and
20 trapping.

21
22 (e) Boat launching shall be permitted at White River Park.

23
24 **PART II:** That this ordinance shall become effective upon passage and publication.

25
26 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 8th day of October
27 2013.

28
29
30
31 _____
32 Nancy Russell
33 County Board Chair

31 _____
32 Kimberly S. Bushey
33 Attest: County Clerk

34
35 County Board Meeting Date: October 8, 2013

36 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

David A. Bretl Date
County Administrator/Corporation Counsel

Nicole Andersen Date
Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.



RE: Stewardship Grant - Walworth County

Hess, Kristin A - DNR

to:

dbretl@co.walworth.wi.us

10/08/2013 12:42 PM

Cc:

"kbrunner@co.walworth.wi.us", "bbechtel@co.walworth.wi.us",

"twerblov@co.walworth.wi.us"

Show Details

History: This message has been replied to.

Hi Dave

The following language is from NR 45.04(2), Wis. Adm. Code regarding closing hours (see specifically NR 45.04(2)(a)2 & NR 45.04(2)). Language similar to this would be acceptable to the Department.

CLOSING HOURS.

NR 45.04(2)(a) **(a)** No person may enter or be within the boundaries of any state park, state recreation area, forest campground, picnic area, beach, headquarters site, amphitheater, ice age center, posted parking areas, Point Beach state forest and specifically designated areas within the Lower Wisconsin state riverway between the hours of 11:00 p.m. and the following 6:00 a.m. except:

NR 45.04(2)(a)1. **1.** Registered campers in or enroute to their designated campsites.

NR 45.04(2)(a)2. **2.** Hunters entering department lands with established hunting seasons, provided the entry is no earlier than one hour prior to the opening of hunting hours established in s. NR 10.24.

NR 45.04(2)(a)3. **3.** Sugar River state trail.

NR 45.04(2)(a)4. **4.** Lakeshore state park. Lakeshore state park hours of operation are between 6.00 a.m. and 10:00 p.m., except for persons actively engaged in fishing, persons moving through the park on designated trails, or registered guests at the marina leaving or returning to their boats.

NR 45.04(2)(b) **(b)** Paragraph **(a)** does not apply to any person who for the sole purpose of fishing:

NR 45.04(2)(b)1. **1.** Enters any of the locations listed in par. **(a)** prior to 11:00 p.m., or

NR 45.04(2)(b)2. **2.** Enters any state park or state forest recreation area on the opening weekend of fishing season, or

NR 45.04(2)(b)3. **3.** Uses the boat launch facilities and boat launching parking lots in the northern state forests.

NR 45.04(2)(b)4. **4.** Enters any state park or state forest recreation area one hour before sunrise.

Kris Hess

Attorney

Bureau of Legal Services

(608) 266-9454

From: sharring@co.walworth.wi.us [mailto:sharring@co.walworth.wi.us] **On Behalf Of**
dbretl@co.walworth.wi.us

Sent: Tuesday, October 08, 2013 11:51 AM

To: Hess, Kristin A - DNR

Cc: kbrunner@co.walworth.wi.us; bbechtel@co.walworth.wi.us; twerblov@co.walworth.wi.us

Subject: Stewardship Grant - Walworth County

Attorney Hess,

The attached letter is from Dave Bretl.

Suzanne Harrington, Administrative Assistant, on behalf of
David A. Bretl, County Administrator/Corporation Counsel
Walworth County
Post Office Box 1001
Elkhorn, WI 53121
262.741.4357, phone
262.741.4390, fax
<mailto:dbretl@co.walworth.wi.us>

***NOTICE OF CONFIDENTIALITY.** This email and any files transmitted with it may contain information that is privileged, confidential and exempt from disclosure under applicable laws. This communication is intended for the sole use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, dissemination, forwarding, printing or copying of this email and any files you have received with it without the consent of the sender is strictly prohibited. If you have received this email in error, please do not distribute it. Please notify the sender by email at the address shown and delete the original message.

Policy and Fiscal Note
Resolution No. 51 - 10/13

- I. Title:** Accepting the Wisconsin Knowles-Nelson Stewardship Program Grants for the White River Park Acquisition and Development
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize acceptance of the DNR stewardship grant to acquire park land in the Town of Lyons.
- III. Budget and Fiscal Impact:** The grant covers approximately one-half of the cost of acquiring the property. Funds have been included in the 2014 County budget for this purpose.
- IV. Referred to the following standing committees for consideration and date of referral:**

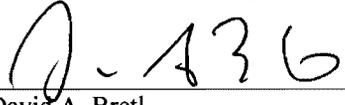
Committee: Park Committee

Meeting Date: September 30, 2013

Vote: 5 – 0

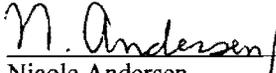
County Board Meeting Date: October 8, 2013

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.



David A. Bretl
County Administrator/Corporation Counsel

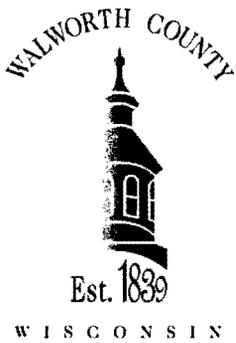
Date



Nicole Andersen
Deputy County Administrator – Finance

Date

If unsigned, exceptions shall be so noted by the County Administrator.



RECEIVED
WALWORTH COUNTY CLERK

2013 OCT -4 PM 12:19

October 4, 2013

Walworth County Board Supervisors

Re: County Ordinance Regarding Pet and Animal Regulations

Dear Supervisors:

At its March 26, 2013 meeting, the Darien Town Plan Commission discussed the county's ordinance relating to pet and animal regulations. The Commission recommended the county amend its ordinance (Code Sec. 74-44) to allow chickens in residential districts and to allow them with minimal restrictions in areas zoned A (agricultural) and C (conservation) where the chickens are less than 100 feet from the lot lines.

I am requesting that the Board refer this letter to the County Zoning Agency for inclusion on its October 17, 2013 agenda. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Dan Kilkenney". The signature is written in a cursive style and is positioned above the printed name.

Dan Kilkenney
District 8 Supervisor

DK/sh



RECEIVED
WALWORTH COUNTY CLERK

2013 OCT 10 2 11 PM
WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917 TTY (608) 267-9629

KIMBERLY BUSHEY
CLERK, WALWORTH COUNTY
PO BOX 1001
ELKHORN, WI 53121-

October 10, 2013

Dear County Clerk:

The final estimate of the January 1, 2013 population for WALWORTH County is 102,579. This represents a change of 351 persons (0.3 percent) since the 2010 Census.

<u>Municipality</u>	<u>2010 Census Count</u>	<u>2013 Final Estimate</u>
TOWN OF BLOOMFIELD	6,278	1,628
TOWN OF DARIEN	1,693	1,689
TOWN OF DELAVAN	5,285	5,272
TOWN OF EAST TROY	4,021	4,033
TOWN OF GENEVA	4,993	4,997
TOWN OF LA FAYETTE	1,979	1,967
TOWN OF LA GRANGE	2,454	2,451
TOWN OF LINN	2,383	2,394
TOWN OF LYONS	3,698	3,689
TOWN OF RICHMOND	1,884	1,886
TOWN OF SHARON	907	901
TOWN OF SPRING PRAIRIE	2,181	2,174
TOWN OF SUGAR CREEK	3,943	3,932
TOWN OF TROY	2,353	2,350
TOWN OF WALWORTH	1,702	1,691
TOWN OF WHITEWATER	1,471	1,476
VILLAGE OF BLOOMFIELD	0	4,639
VILLAGE OF DARIEN	1,580	1,588
VILLAGE OF EAST TROY	4,281	4,283
VILLAGE OF FONTANA	1,672	1,671
VILLAGE OF GENOA CITY	3,036	3,052
VILLAGE OF MUKWONAGO	101	113
VILLAGE OF SHARON	1,605	1,594
VILLAGE OF WALWORTH	2,816	2,819
VILLAGE OF WILLIAMS BAY	2,564	2,577
CITY OF BURLINGTON	0	0
CITY OF DELAVAN	8,463	8,432
CITY OF ELKHORN	10,084	9,931

<u>Municipality</u>	<u>2010 Census Count</u>	<u>2013 Final Estimate</u>
CITY OF LAKE GENEVA	7,651	7,670
CITY OF WHITEWATER	11,150	11,680
Total for County of WALWORTH	102,228	102,579

Approximately 79,091 of the estimated population for the County of WALWORTH are of voting age. The County's voting age population is the summation of the voting age population for all communities within the county. This approximation is a courtesy estimate which helps you comply with Wisconsin Statute 5.66 which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons ages 18 and over to the final January 1st estimate and then multiplying the result by a state-wide factor to account for the general aging of the population.

October 04, 2013

John McDaniel #93606
1770 County Road NW
Elkhorn, Wisconsin 5312

Attention: County Clerk

Post Office Box 1001

Room 101, County Government Center

Elkhorn, WI. 53121

RE: Written Notice of Circumstances

RECEIVED
WALWORTH COUNTY CLERK
2013 OCT - 8 AM 9: 06

Good day.

On 9/30/2013, after 15:00 hours. I discovered that there was an item missing from my property, after being given permission and access to my personal belongings for a second time. The item missing was an envelope containing a half of carrot studded diamond earring. That I clearly observed being placed in the envelope during the process of me turning myself in on September the 21st, 2013. On this day, there were two officers who were handling my belongings during the process of being booked in. On 9/27/2013, when I was allowed access to my property bag in order to pay my own booking fees. The missing item was in fact an oversight, I merely didn't pay attention, nor perform an inventory check of my things. It wasn't until 9/30/2013 that I observed the missing item, and filed the request to have the item searched for. An officer / Sargent Davis 5763 did in fact attempt to find the lost or misplaced item in booking. But Nothing else was mentioned about the lost item, until I made a second request.

on the second of October to have some final resolution to the issue. Because the diamond earring was a keepsake from my daughter, who gave it to me as a gift six months ago. During the birth of my first grandchild.

Itemized statement of relief sought.

In regards to relief being sought in this matter. I honestly feel that no amount of money can replace something of this sentimental value. I'm trusting that the entire matter was merely an oversight in process. But by this being a gift given by my daughter... I don't know what the actual value of one of the studs is. Because she has the other one currently in her ear. If I can have the item returned, Again, I would appreciate it. But if I had to place a monetary amount on the one stud... I would request the \$500.00 be returned to me for this process.

Thank you.

John McE D

10/04/2013

***** RESIDENT COPY *****

**Add Money
Receipt #X48601
X48602**

Walworth County Jail

09/27/2013 11:09:10

ST 024 | CD 003 | OPR 5174

**MCDANIELS,
JOHN**

SPN : 93808
Date of Birth : 10/28/1989
Location : HU

Add Amount : \$50.00

From Resident
Cash

Comment: Booking/board fees

Receivable Collections:

Booking Fee - Jail/huber -
Old Bal : \$50.00
Collected : - \$50.00
New Bal : \$0.00

Total Collected : \$50.00

Commissary Balance : \$0.00
Debt Balance : \$108.00

***** RESIDENT COPY *****

**Add Money
Receipt #X48639
X48640**

Walworth County Jail

09/30/2013 14:52:01

ST 024 | CD 003 | OPR 5043

**MCDANIELS,
JOHN**

SPN : 93808
Date of Birth : 10/28/1989
Location : HU

Add Amount : \$40.00

From Resident
Cash

Comment: for 8 hours wages

Receivable Collections:

Board Charges (huber) -
Old Bal : \$162.00
Collected : - \$40.00
New Bal : \$122.00

Total Collected : \$40.00

Commissary Balance : \$0.00
Debt Balance : \$122.00

WALWORTH COUNTY SHERIFF'S DEPARTMENT
CORRECTIONS DIVISION

: REQUEST

: APPEAL
(please check one)

: COMPLAINT

NAME

John M. Daniels

HOUSING UNIT

HU-18

Describe your request/appeal/complaint:

I'm requesting to have the area where my belongings were inventoried. To have them return a diamond studded earring, which was placed in a white envelope on the 21st of September, but it never made it into the property bag when I was sent to the Huber dorm. I'm from Elkhart, Indiana, and the missing jewelry is a keepsake from my daughter. It was noted during the inventory process... I'm sure that it was merely an oversight.

RECEIVED BY OFFICER:

Davis 5703

DATE:

9/30/13

RESPONSE:

ANSWER GIVEN BY:

DATE:

pink - to inmate upon receipt yellow - to inmate upon response white - inmate file

WALWORTH COUNTY SHERIFF'S DEPARTMENT
CORRECTIONS DIVISION

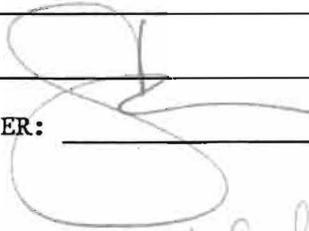
: : REQUEST : : APPEAL : : COMPLAINT
(please check one)

NAME John Mc Daniels 93606 HOUSING UNIT HU-A Bunk no# 18

Describe your request/appeal/complaint:

I'm requesting permission to be allowed ample time to make a trip down the road, to use the ATM machine. I would like to pay my own booking fees using my debit card, since I am coming from out of town (Elkhart, Indiana) taking care of this commitment with the courts. The store that I would be going to is Casey's Gas Station.

RECEIVED BY OFFICER:

 5359

DATE:

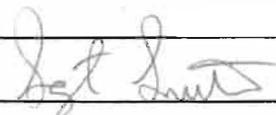
9/26/2013

RESPONSE:

- If you have a valid drivers license and an insured vehicle you are approved 20 minutes.
If you do not have a valid drivers license and an insured vehicle, you are approved 1.5 hours.

Failure to return with cash for your booking fees WILL result in a major discipline report. This will only be allowed once.

ANSWER GIVEN BY:



DATE:

9/26/13

WALWORTH COUNTY SHERIFF'S DEPARTMENT
CORRECTIONS DIVISION

: ✓ : REQUEST

: : APPEAL

: : COMPLAINT

(please check one)

NAME

John McDaniel # 93606

HOUSING UNIT

HU-18

Describe your request/appeal/complaint:

My request is for some form of follow-up. from the last request that I made to possibly have some personal property returned to me. (A 1/2 carot diamond earring, A keepsake from my daughter) which was turned in when I turned myself in from Elkhart, Indiana to do 45 days here in Huber! It's been two days since my last request to have the incident looked into. The property "accidentally" wasn't placed with the rest of my belongings on the 21st of September.

RECEIVED BY OFFICER:

mc 3017

DATE:

10/2/13

RESPONSE:

~~It~~ You are aware some follow up has been done, as you ^{were} asked to FO & earring. Sgt. Smith spoke with you already on this matter a couple of days ago. As of 10/03/13 your item has not been located. However it appears on the 21st Sept you were taken to Huber and you did not say a thing about it then. Why did you not Notice it Missing when you loaded your Locker 444?

ANSWER GIVEN BY:

Sawyer

DATE:

10/03/13



Walworth County Sheriff's Office
 1770 Cty Tk NN | Elkhorn, WI 53121 | Phone: (262) 741-4400

Saturday, September 21, 2013
 11:33:41 am

** For official use only **

CMS Inmate Property Receipt

93606 Name : **McDaniels, John IV** Booking # : **13-002693** Location : **MC241-1**

Item Description	Qty	Container	Action Description	Issued To Name	Action By Officer	Date / Time
Whi Cloth	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
Blue	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
blk tri fld	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
BLK 2 rubber wrist bands	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
one Blk with ear plugs and charger	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
GRY 56 clear stones	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
Gum tooth type pick	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
BLU	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
ard 2170,4590,8335	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
Chap stick	1		Received from Inmate		Moore, Patricia S	9/21/13 11:29
stud w/ clear stone	1		Received from Inmate		Moore, Patricia S	9/21/13 11:33
blu zip up.	1		Received from Inmate		Moore, Patricia S	9/21/13 11:33

McDaniels

9/21/13

Inmate Signature

Date

P. Moore

9-21-13

Officer Signature

Date

(Inmate Signature
 than the Inmate)

Date



10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158
p 262-857-1600
f 262-857-1619
JMcNeilly@carlsondash.com

RECEIVED

OCT 04 2013

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

October 4, 2013

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

Re: Cases: B.R. Amon & Sons, Inc. 13CV00363, Amon & Sons, Inc. 13CV00365,
Amon Land Company, LLC 13CV00364, and Lake Mills Blacktop, Inc. 13CV00366

Dear Judge Koss;

Please find enclosed an original and 1 copy of the Notice of Receiver's Motion, Motion and proposed Order, all regarding the Receiver's Motion for Entry of An Order Approving Second Extension of Financing Agreement, Order Authorizing Receiver to Borrow Funds or use Cash Collateral and to Grant Additional Liens and Security Interests, and Final Order Authorizing Receiver to Borrow Funds or Use Cash Collateral and to Grant Additional Liens and Security Interests.

Assuming that there are no objections (the deadline to object expires at 5:00 pm on October 14, 2013) and further assuming that it is acceptable to you please sign the Order and have your clerk return a conformed copy of same in the self-addressed stamped envelope provided.

Please do not hesitate to contact me if you have any questions or concerns. Thank you!

Best Regards,

James W. McNeilly, Jr.
Attorney
Carlson Dash

Enclosures
cc: Matrix per Affidavit of Service

**RECEIVED
WALWORTH COUNTY CLERK
2013 OCT - 8 AM 9: 06**

RECEIVED
WALWORTH COUNTY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

2013 OCT -8 AM 9: 04

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

FILED

OCT 04 2013

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Case Code: 30304

Assignor.

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

**NOTICE OF RECEIVER'S MOTION FOR ENTRY OF AN ORDER
APPROVING SECOND EXTENSION OF FINANCING AGREEMENT, ORDER
AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL
AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL
ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH
COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS**

TO: ALL CREDITORS AND PARTIES-IN-INTEREST

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Motion").

HEARING ON MOTION

A hearing will be held on the Motions before the Honorable Phillip A. Koss at the address set forth below only if an objection to the Motion is filed.

OBJECTION

If you want to file an Objection to the Motion, you or your attorney must:

- **File a written Objection on or before 5 p.m., October 14, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

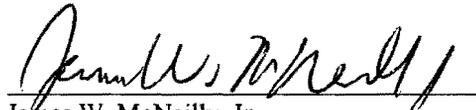
Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 4TH day of October, 2013.

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

FILED

In re:

OCT 04 2013

AMON LAND COMPANY, LLC

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

Case No.: 13-CV-364

Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

**RECEIVER'S MOTION FOR ENTRY OF AN ORDER
APPROVING SECOND EXTENSION OF FINANCING AGREEMENT, ORDER
AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL
AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL
ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH
COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS**

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order approving the extension of the Financing Agreement entered into between the Receiver and Hometown Bank (the "Lender") which Agreement was previously approved by the Court in its ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND SETTING A HEARING IN THE EVENT OF AN

OBJECTION FOR APRIL 30, 2013, AT 3:00 O'CLOCK P.M., dated April 15, 2013, as clarified by FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, dated April 30, 2013, and extended by ORDER GRANTING APPROVING EXTENSION OF FINANCING AGREEMENT, ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, dated July 18, 2013 (the "ORDERS") and for an extension of said ORDERS. In support of this Motion, the Receiver alleges as follows:

1. On April 2, 2013, Orders were entered appointing the undersigned as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Receiver and Lender entered into a Financing Agreement, a copy of which is on file with the Court and which was previously approved and extended by the Court in the ORDERS.

3. The Receiver and Lender have entered into a second extension of the Financing Agreement, a copy of which is attached hereto as Exhibit A.

4. The Receiver believes that if the Court does not approve the second extension of the Financing Agreement and the ORDERS, the Receivership will be unable to operate and it will otherwise have a significant adverse impact on the ability of the Receiver to maximize the value of the Debtors' remaining assets for the benefit of their respective creditors.

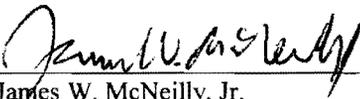
5. Under the circumstances, the Receiver believes the second extension of the Financing Agreement and the ORDERS is in the best interests of creditors and parties in interest in this matter.

6. The Receiver hereby moves the Court for an entry of an Order extending the Financing Agreement and the ORDERS. The Receiver proposes to serve notice of the entry of the Order on all parties entitled to notice in this matter, and allow them until October 14th to object. If a timely Objection is filed and served on the Receiver, a hearing will be held on the Objection. If no Objection is timely filed, the Receiver proposes that the attached ORDER GRANTING SECOND EXTENSION OF FINANCING AGREEMENT, ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS

AND SECURITY INTERESTS, AND FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS be entered.

WHEREFORE, the Receiver moves the Court for entry of an ORDER GRANTING SECOND EXTENSION OF FINANCING AGREEMENT, ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS and for such other and further relief as the Court deems appropriate under the circumstances.

Dated this 4th day of October, 2013.

By: 
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

SECOND EXTENSION OF FINANCING AGREEMENT

Hometown Bank ("Lender") and Ronald M. Carlson, Esq., solely in his capacity as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. ("Receiver"), hereby agree to extend that certain Financing Agreement entered into between the Parties on April 15, 2013 and extended to October 15, 2013, to February 14, 2014. The Receiver will promptly seek court approval of this Agreement and this Agreement will become effective only upon such approval.

Dated as of the 3rd day of October, 2013.

LENDER:

HOMETOWN BANK

By: Michael R. Bahrs
Michael R. Bahrs
Chief Credit Officer

RECEIVER:

By: Ronald M. Carlson
Ronald M. Carlson, Esq., Wis. Stats. Chapter 128
Receiver of B.R. Amon & Sons, Inc., Amon & Sons,
Inc., Amon Land Company, LLC and Lake Mills
Blacktop, Inc.



STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

ORDER GRANTING SECOND EXTENSION OF FINANCING AGREEMENT, ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS

Ronald M. Carlson, Esq. (the "Receiver") as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), having filed with this Court a Motion For Entry Of An Order Approving Extension Of Financing Agreement, Order Authorizing Receiver To Borrow Funds Or Use Cash Collateral And To Grant Additional Liens And Security Interests, And Final Order Authorizing Receiver To Borrow Funds Or Use Cash Collateral And To Grant Additional Liens And Security Interests, and there being no

objection thereto, and Court having found cause to enter the following Order after being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED:

That the Motion be and hereby is, granted on the terms set forth in the Motion.

Dated this ___ day of _____, 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge



10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158
p 262-857-1600
f 262-857-1619
JMcNeilly@carlsondash.com

RECEIVED

OCT 04 2013

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

October 4, 2013

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

Re: Cases: B.R. Amon & Sons, Inc. 13CV00363, Amon & Sons, Inc. 13CV00365,
Amon Land Company, LLC 13CV00364, and Lake Mills Blacktop, Inc. 13CV00366

Dear Judge Koss;

Please find enclosed the original and 1 copy of each of the following: Notice of Receiver's Motion, Motion, and proposed Order for Entry of Order Authorizing the Disbursement of Certain Sale Proceeds to Hometown Bank.

Also enclosed is the original and 1 copy of each of the following: Notice of Receiver's Motion, Motion, and proposed Order for Entry of Order Approving Sale of Certain Property to Kenneth Amon Trust and Bonny Amon Trust, The Sale of Certain Property to the Town of Lafayette, and the Sale of Certain Property To Northeast Asphalt, Inc. Free and Clear of all Security Interests, Liens, Claims, Encumbrances and Interests Attaching to the Proceeds of Sale and Authorizing the Disbursement of the Sale Proceeds.

Kindly please have your Clerk contact our office to schedule a hearing time and date for the above mentioned Motions.

Once we have a date, please have your Clerk return the conformed copies of the above documents in the provided self-addressed stamped envelope.

Please do not hesitate to contact me if you have any questions or concerns. Thank you!

Best Regards,

James W. McNeilly, Jr.
Attorney
Carlson Dash

Enclosures
cc: Matrix per Affidavit of Service

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC,

FILED
OCT 04 2013
WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

Case No.: 13-CV-364

Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

**NOTICE OF RECEIVER'S MOTION FOR
ENTRY OF AN ORDER AUTHORIZING THE DISBURSEMENT OF CERTAIN SALE
PROCEEDS TO HOMETOWN BANK**

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Motion").

HEARING ON MOTION

A hearing will be held on the Motion on October 31st, 2013, at 9:00a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

If you want to file an Objection to the Motion, you or your attorney must:

- **File a written Objection on or before 5 p.m. October 18, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

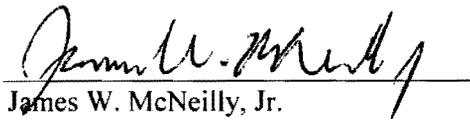
Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 4th day of October, 2013.

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

FILED

OCT 04 2013

In re:

AMON LAND COMPANY, LLC,

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

Case No.: 13-CV-364

Assignor.

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**RECEIVER'S MOTION FOR
ENTRY OF AN ORDER AUTHORIZING THE DISBURSEMENT OF CERTAIN SALE
PROCEEDS TO HOMETOWN BANK**

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order for authority to disburse the sale proceeds of certain property (the "Motion"). In support of this Motion, the Receiver alleges as follows:

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

PROCEEDS OF SALE OF CERTAIN EQUIPMENT

2. The Debtor, B.R. Amon & Sons, Inc. was the owner of certain property, to wit: 1997 Caterpillar 325 BL Excavator, #6DN00411, Amon Asset No. 752 and two pieces of equipment that did not sell at the previously approved Auction (the "Property").

3. The Receiver has sold the property as follows: \$40,000 for the Excavator and \$18,612 for two pieces of equipment that were sold in a supplemental auction.

4. The sales were the product of good faith negotiations at arm's length and without collusion, were commercially reasonable and were for amounts in excess of the liquidation value of the Property.

5. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed at least \$7,084,440.50 as of September 12, 2013.

6. Hometown consented to the sales of the Property.

7. The proceeds of the sale are proposed to be disbursed to Hometown Bank.

PROCEEDS OF THE SALE OF CERTAIN VEHICLES

8. The Debtor, B.R. Amon & Sons, Inc. was the owner of certain vehicles, described on the attached Exhibit A, all of which were sold at the previously approved Auction (the "Vehicles").

9. The net proceeds from the sale of the vehicles was \$164,812, which proceeds are in the possession of the Receiver.

10. The proceeds from the sale of the vehicles were held because the Receiver needed to determine whether Hometown had a perfected first priority in said Vehicles.

11. The Receiver believes that Hometown has indeed a properly perfected first priority lien in the Vehicles based on the Financing Agreement previously approved herein, and therefore, the proceeds of the sale are proposed to be disbursed to Hometown Bank.

WHEREFORE, the Receiver moves the Court for entry of an Order for authority to disburse the sale proceeds of the Property and the Vehicles to Hometown Bank, and for such other and further relief as the Court deems appropriate under the circumstances.

Dated this 4TH day of October, 2013.

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL/262-857-1619- FAX
JMcNeilly@carlsondash.com

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

B.R. Amon Sons et al. Auction Results

Asset #	Auction	Year	Description	Serial #	Sold	Comments	Amount Rec'd	Comm. %	Commission
2	251	2013	Mercury	2MEFN7W07X020531	5/18/13	Auction	1,200.00	0.00%	0.00
429	255	2018	Chrysler KCM4	1QCEKFP038Z47879	5/18/13	Auction	6,000.00	0.00%	510.00
105	284	1938	Ford F450	1F0YF4B4XEB98110	5/18/13	Auction	4,750.00	0.00%	285.00
241	404	1933	Ford Tractor	1F0ZY9013VA40662	5/18/13	Auction	15,000.00	0.00%	900.00
267	439	2003	Freightliner Dump	1FVX1W0B7VH844008	5/18/13	Auction	17,500.00	0.00%	1,050.00
371	418	1938	John Deere 713 Tractor	1H7A2037XWV001805	5/18/13	Auction	32,500.00	0.00%	1,950.00
424	494	1973	John Deere 540	CM982515543	5/18/13	Auction	3,750.00	0.00%	210.00
432	436	1942	Yearl DM 600 Water	2N2B139CFC919639	5/18/13	Auction	4,000.00	0.00%	240.00
412	433	2001	Manitowoc Tractor	1M1AA13Y01W42365	5/18/13	Auction	31,000.00	0.00%	1,860.00
918	514	1985	International Loader	1JK1D7206FA100073	5/18/13	Auction	1,500.00	0.00%	120.00
577	441	1998	Trailing Lowboy	1TK4J5032WAK001932	5/18/13	Auction	29,000.00	0.00%	1,740.00
192	563	1980	Frontier Tanker Trailer	02X6444511	5/18/13	Auction	7,500.00	0.00%	450.00
1105	558	1970	Ford 451 Pickup	13N145202L1550370	5/18/13	Auction	4,000.00	0.00%	240.00
1315	592	1976	Ford 7000 Cab Tractor	9298172	5/18/13	Auction	6,000.00	0.00%	360.00
1168	264	1925	Crowley 350D	1CDEL1273151418335	5/18/13	Auction	400.00	0.00%	32.00
LW0125	216	2003	Lead Trailer	4ZEECF60251000425	5/18/13	Auction	5,200.00	0.00%	315.00
LW0177	520	1938	HomeMade		5/18/13	Auction	500.00	0.00%	40.00
LW0178	514	1933	HomeMade		5/18/13	Auction	750.00	0.00%	60.00
	427A	1934	CNT Sledge Hammer	100T0C420E433505	5/18/13	Auction	2,075.00	0.00%	182.25
							175,350.00		12,948.00



In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363

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In re:

AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-365

Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366

Case Code: 30304

**ORDER APPROVING AUTHORIZING THE DISBURSEMENT OF CERTAIN SALE
PROCEEDS TO HOMETOWN BANK**

Upon consideration of the Receiver's Motion For Entry of an Order Authorizing the Disbursement of Certain Sale Proceeds to Hometown Bank (the "Motion"), and all other pleadings on file herein; and the Court having held a hearing on _____, 2013 for approval of the Motion; and the Court having determined that due and proper notice of the Motion and hearing on the Motion was provided to all creditors, shareholders and other parties entitled to notice; and it appearing to the Court that the Debtor, B.R. Amon & Sons, Inc., was the owner of certain property, to wit: 1997 Caterpillar 325 BL Excavator, #6DN00411, Amon Asset No. 752 and two pieces of equipment (the "Property") and certain vehicles (the "Vehicles"); and Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and

Vehicles and is owed at least \$7,084,440.50 as of September 12, 2013; and the Property and Vehicles have been sold, all as described in the Motion;

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

The Receiver is hereby authorized to disburse the proceeds of the sale of the Property and the Vehicles to Hometown Bank, in partial satisfaction of its secured claim in this matter.

Dated this ___ day of _____, 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

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FILED

OCT 04 2013

In re:

AMON LAND COMPANY, LLC,

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
BETHANY FIEGEL

Case No.: 13-CV-364

Assignor.

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**NOTICE OF RECEIVER'S MOTION FOR
ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO KENNETH AMON
TRUST AND BONNY AMON TRUST, THE SALE OF CERTAIN PROPERTY TO THE TOWN
OF LAFAYETTE, AND THE SALE OF CERTAIN PROPERTY TO NORTHEAST ASPHALT,
INC., FREE AND CLEAR OF ALL SECURITY INTERESTS, LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS, WITH ALL SECURITY INTERESTS, LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS ATTACHING TO THE PROCEEDS OF SALE,
AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS**

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Sale Motion").

HEARING ON MOTION

A hearing will be held on the Sale Motion on October 31st, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

If you want to file an Objection to the Motion, you or your attorney must:

- **File a written Objection on or before 5 p.m., October 18, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

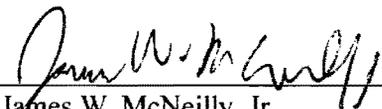
- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 4th day of October, 2013.

By: 
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

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 In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

 In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

 In re:

AMON LAND COMPANY, LLC

Case No.: 13-CV-364

Assignor.

Case Code: 30304

 In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**RECEIVER'S MOTION FOR
ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO KENNETH AMON
TRUST AND BONNY AMON TRUST, THE SALE OF CERTAIN PROPERTY TO THE TOWN
OF LAFAYETTE, AND THE SALE OF CERTAIN PROPERTY TO NORTHEAST ASPHALT,
INC., FREE AND CLEAR OF ALL SECURITY INTERESTS, LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS, WITH ALL SECURITY INTERESTS, LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS ATTACHING TO THE PROCEEDS OF SALE,
AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS**

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order approving the sale of certain property of B.R. Amon & Sons, Inc. free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, and for authority to disburse the sale proceeds (the "Sale Motion"). In support of this Motion, the Receiver alleges as follows:

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtor, B.R. Amon & Sons, Inc., is the owner of certain property, (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (the "Offers").

3. The Receiver has received offers to purchase the Property from Kenneth Amon Trust and Bonny Amon Trust, the Town of Lafayette, and Northeast Asphalt, Inc., (the "Buyers"), on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. Except for Ken Amon, none of the Buyers or any of their principals has ever been officers, directors, employees, members or shareholders of any of the Debtors. Ken Amon had ceased to be such officer, director, employee, member or shareholder of the Debtors as of 2010.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, the sales are in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed at least \$7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all Liens, with any and all Liens to attach to the proceeds of sale in the order of their priority.

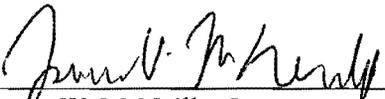
10. Hometown has consented to the sale of the Property pursuant to the terms of the Offers.

11. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

WHEREFORE, the Receiver moves the Court for entry of an Order approving the sales of the Property pursuant to the terms and conditions of the Offers, free and clear of all Liens, with Liens attaching to the proceeds in the order of their priority, and for authority to disburse the sale proceeds to Hometown Bank and for such other and further relief as the Court deems appropriate under the circumstances.

Dated this 4TH day of October, 2013.

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer~~/Seller STRIKE ONE

1 The Offer to Purchase dated August 23, 2013 and signed by Buyer, Ken Amon Trust and Bonny Amon Trust
2 for purchase of real estate at See Addendum A attached to Offer is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]
6 1) Line 30 - Time for Acceptance shall be September 4, 2013
7 2) Line 84 - language shall be deleted and replaced with: Buyer receives a credit for \$225 and Seller will be
8 responsible for taxes on the KLF2600001 and KLF2600010 or any successor parcels.

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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before September 6, 2013 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Attorney James W. McNeilly, Jr., Carlson Dash, LLC on August 30, 2013.
39 BR AMIN & SONS, INC. S 7 Licensee and Firm Date

40 Signature of Party Making Counter-Offer REC'D Date 8/30/2013 x Ken Amon Sept 3-13
42 Signature of Party Accepting Counter-Offer Date x Bonny Amon Sept. 3-13
43 Signature of Party Accepting Counter-Offer Date

44 This Counter-Offer was presented by Licensee and Firm on Date

45 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) (Party's Initials)

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter Offer referred to should be clearly
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.
51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER



WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 23, 2013 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **[STRIKE THOSE NOT APPLICABLE]**

3 **GENERAL PROVISIONS** The Buyer, Kenneth Amon Trust, Bonny Amon Trust
4 _____, offers to purchase the Property

5 known as [Street Address] _____ (See attached Addendum A)
6 in the _____ Town of LaFayette, County of Walworth, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 PURCHASE PRICE: Fifteen Thousand
9 _____ Dollars (\$ 15,000.00).

10 EARNEST MONEY of \$ -0- accompanies this Offer and earnest money of \$ 5,000.00
11 will be mailed, or commercially or personally delivered within three days of acceptance to listing broker or
12 _____
13 Nommensen Law Offices Clients' Trust Account

14 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
15 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
16 date of this Offer not excluded at lines 18-19, and the following additional items: None.

17 _____
18 NOT INCLUDED IN PURCHASE PRICE: None.

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

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

24 ZONING: Seller represents that the Property is zoned: M-3

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 28, 2013. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

40 Seller's recipient for delivery (optional): Ronald M. Carlson

41 Buyer's recipient for delivery (optional): Nommensen Law Offices

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (262) 723-7900

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

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

49 Delivery address for Seller: 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158

50 Delivery address for Buyer: 15 S. Lincoln St., Unit #2, Elkhorn, WI 53121

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

55 E-Mail address for Seller (optional): JMcNeilly@carlsondash.com

56 E-Mail address for Buyer (optional): david@nommensenlaw.com

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

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

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

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

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

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

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

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

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

160 **DEFINITIONS**

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

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

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

188 (Definitions Continued on page 5)

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

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

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

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

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

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

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

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

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

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

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

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

245 DEFINITIONS CONTINUED FROM PAGE 3

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

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307

308

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

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)

315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned M-3
 316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

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

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

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

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

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

337

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

341 gas _____ ; sewer _____ ; water _____ ;

342 telephone _____ ; cable _____ ; other _____

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

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

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

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

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and none other. Seller shall convey the Property
 424 by Receivers Deed.

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** This is a cash offer. Buyer accepts the Property in
 459 "as is" condition, with no warranties or representations, express or implied, other than
 460 good title.

461 _____
 462 _____
 463 _____
 464 _____

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

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

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

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

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

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney David J. Nommensen of Nommensen Law Offices

536 _____ on August 23, 2013

537 (x) Kenneth J. Amon trustee August 23, 2013
538 Buyer's Signature ▲ Print Name Here ▶ Kenneth Amon Trust Date ▲

539 (x) Bonny Amon trust August 27, 2013
540 Buyer's Signature ▲ Print Name Here ▶ Bonny Amon Trust Date ▲

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

542 _____ Broker (By) _____

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

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

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

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

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

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

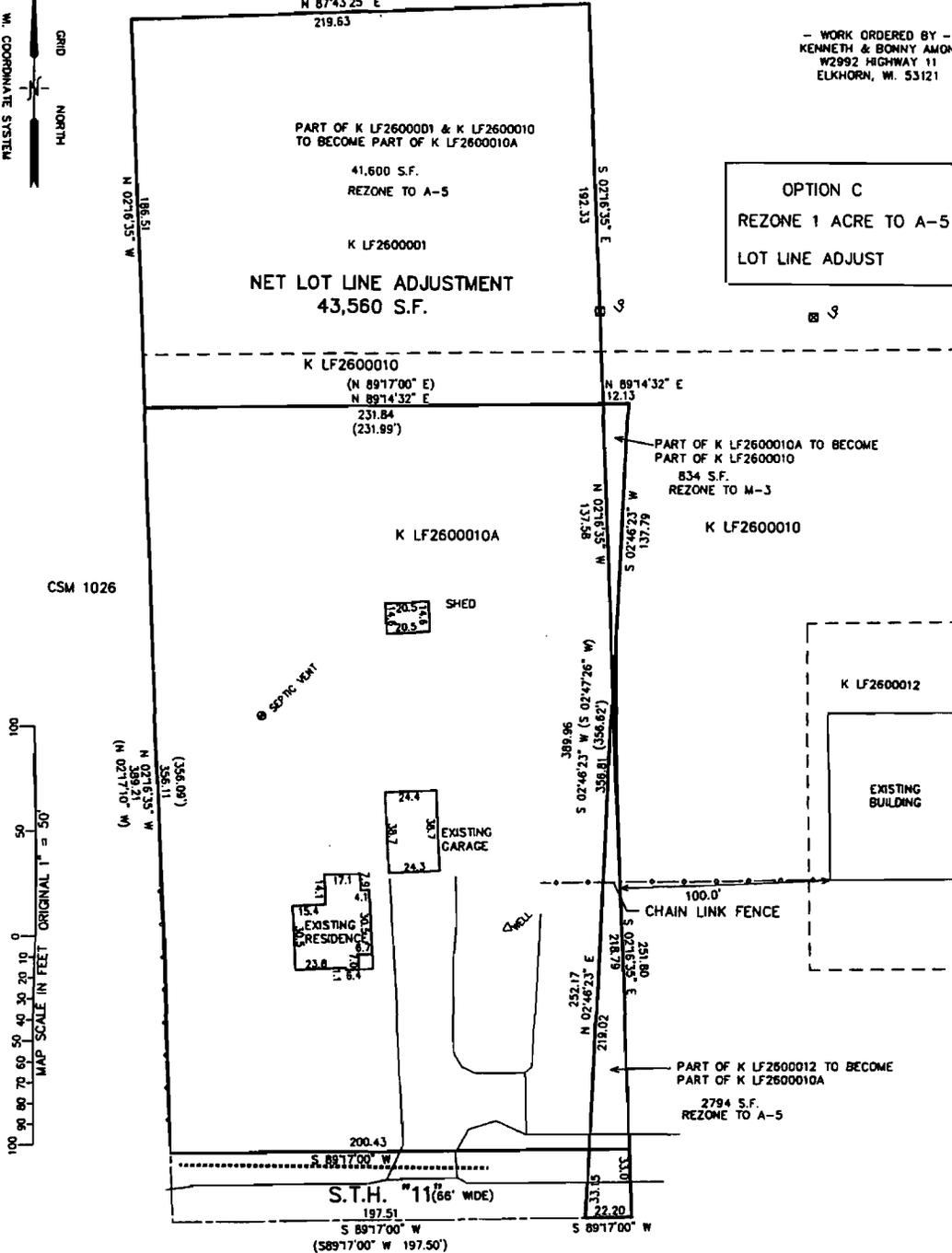
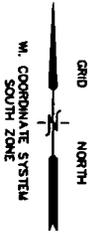
Addendum A

1. **The Property to be conveyed is a net lot line adjustment of 1 acre as generally depicted on the attachment hereto dated 07-17-2013. Buyer shall be responsible for all survey costs and expenses of Farris, Hansen & Associates, Inc. This Offer is contingent upon Buyer obtaining all necessary rezone and lot line adjustment approvals at their expense by November 30, 2013. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency.**
2. **This Offer is contingent upon Seller receiving Court approval from the Walworth County Circuit Court prior to closing.**

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT - P.O. BOX 437 - ELKHORN, WISCONSIN 53121
 PHONE: (262) 723-2098 FAX: (262) 723-5886

- WORK ORDERED BY -
 KENNETH & BONNY AMON
 W2992 HIGHWAY 11
 ELKHORN, WI. 53121



NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL APPLY SHOW THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK. COPIES BY ANY OTHER MEANS MAY HAVE ALTERATIONS WHICH DO NOT REPRESENT THE SURVEYOR'S WORK PRODUCT.

NOTE: THIS LOT LINE ADJUSTMENT BETWEEN ADJOINING LAND OWNERS DOES NOT CREATE ADDITIONAL LOTS AND THE ORIGINAL PARCELS ARE NOT REDUCED BELOW THE MINIMUM SIZE REQUIRED BY THE WALWORTH COUNTY ZONING ORDINANCES.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND ITS EXTERIOR BOUNDARIES. THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED: _____

PETER S. GORDON R.L.S. 2101

PROJECT: 8833
 DATE: 07-17-2013
 SHEET 1 OF 1

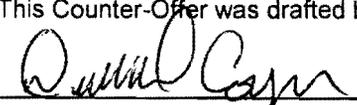
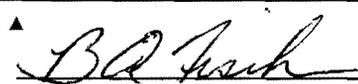
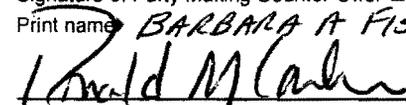
8/20/2011 K:\Projects\8833\Acad\OPTION C

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/~~Seller~~) **STRIKE ONE**

1 The Offer to Purchase dated 8/7/13 and signed by Buyer Town of LaFayette
 2 for purchase of real estate at 6 acres of the parcel known as KLF2600001
 3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**
 4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**
 5 **any other Counter-Offer unless incorporated by reference.]**
 6 1) Line 5 - delete language and replace with: A 6 acre piece of the parcel known as
 7 KLF2600001, the exact dimensions of which shall be agreed upon by the parties prior to
 8 closing.
 9 2) Delete Lines 63-69, 163-187 and 246-278 and add this language to Lines 529-530: Property
 10 is being sold as is, where is, without any warranties or representations, express or imple
 11 other than good title.
 12 3) Seller shall be responsible for all survey expenses except Buyer agrees to
 13 contribute no more than \$750 to the cost of said survey.
 14 4) Line 423 - add this language: Seller shall convey the Property by Receivers Deed.
 15 5) Line 531 - add this language: This Offer is contingent upon Seller receiving Court
 16 approval from the Walworth County Circuit Court prior to closing.
 17 6) Offer is contingent upon Buyer, at Buyer's expense, performing soil and other
 18 environmental testing (including a Phase II) on the Property within one hundred twenty (120
 19 days of acceptance and the results being acceptable to Buyer. All state, local and federal
 20 laws, rules and regulations shall be complied with by Buyer.

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
 31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
 32 making the Counter-Offer on or before 10/1/13 (Time is of the
 33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
 34 otherwise provided in this Counter-Offer.
 35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
 36 **provided at lines 31 to 34.**

37 This Counter-Offer was drafted by Attorney Steven A. Koch on 9/16/13
 38 Licensee and Firm ▲ Date ▲
 39  
 40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
 41 Print name DANIEL D COOPER Print name BARBARA A FISCHER
 42  9/25/13
 43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
 44 Print name Print name

45 This Counter-Offer was presented by _____ on _____
 46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____
 48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
 49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
 50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
 51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**
 52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**



WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 7, 2013 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER~~ / ~~LISTING BROKER~~ / ~~AGENT OF BUYER AND SELLER~~) STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, Town of LaFayette

4 _____, offers to purchase the Property
5 known as [Street Address] 6 acres of the parcel known as KLF2600001
6 in the Town of LaFayette, County of Walworth, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Ninety Thousand and XX/100
9 _____ Dollars (\$ 90,000.00).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 1,000.00
11 will be mailed, or commercially or personally delivered within 15 days of acceptance to ~~listing broker~~
12 Attorney Steven A. Koch's Trust Account

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none.

16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: none.

19 _____

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

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

24 ■ ZONING: Seller represents that the Property is zoned: _____
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 31, 2013. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): Attorney Steven A. Koch, 23 N. Wisconsin St., PO Box 470,

42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number: Elkhorn, WI 53121
43 Seller: (_____) Buyer: (262) 723-6003

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

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

49 Delivery address for Seller: _____
50 Delivery address for Buyer: Attorney Steven A. Koch, 23 N. Wisconsin St., PO Box 470, Elkhorn, WI 53121

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

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): skoch@skk1dlaw.com

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

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

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, ~~with the following exceptions:~~
66 ~~Buyer signs this Offer on the basis of the Seller's disclosure report and the Seller's representations made on _____~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and received by Buyer after signing this Offer.

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

70 **CLOSING** This transaction is to be closed no later than October 30, 2013
71 _____
72 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

73 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
74 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
75 assessments, fuel and none

76 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
77 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

- 79 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
80 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
81 APPLIES IF NO BOX IS CHECKED)
- 82 Current assessment times current mill rate (current means as of the date of closing)
- 83 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
84 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

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

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

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

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

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

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

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

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

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

188 (Definitions Continued on page 5)

189

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

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

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

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

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

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

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

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

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

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

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

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: building a new
 307 Town Garage for the Town of LaFayette

308 _____
 309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

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

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

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

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

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: dividing off 6 acres from KLP2600001

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

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

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
 347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
 348 occupancy permit; other approval to divide off 6 acres CHECK ALL THAT APPLY, and delivering
 349 written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 353 registered land surveyor, within 15 days of acceptance, at (~~Buyer's~~) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
 354 expense. The map shall show minimum of 6 acres, maximum of 20 acres, the legal description of the
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 356 if any, and: _____

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

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and none

424 _____
 425 _____
 426 _____

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

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

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

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 10 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

459 _____
 460 _____
 461 _____
 462 _____
 463 _____
 464 _____

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

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

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

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

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

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____
 507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

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

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

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Offer is contingent upon Seller obtaining a Phase
 527 **II Environmental Site Assessment testing and is further contingent upon the property**
 528 **successfully passing said Phase II Assessment.**
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney Steven A. Koch

536 _____ on 8/7/13

537 (x) Town of Lafayette
 538 Buyer's Signature ▲ Print Name Here ► *Daniel Cooper* 08.07.13
 Daniel Cooper, Chairman Date ▲

539 (x) *Barbara A. Fischer*
 540 Buyer's Signature ▲ Print Name Here ► Barbara A. Fischer, Clerk/Treasurer 08.07.13
 Date ▲

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

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

546 (x) _____
 547 Seller's Signature ▲ Print Name Here ► _____ Date ▲

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ► _____ Date ▲

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

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

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

TERM SHEET
Acquisition of Certain Assets of
B.R. Amon & Sons, Inc., et al.
By
Northeast Asphalt, Inc.

This Term Sheet summarizes the primary terms of a transaction whereby Northeast Asphalt, Inc., or one or more entities to be formed and controlled by Northeast Asphalt, Inc. (collectively, "Purchaser"), would acquire certain assets of B.R. Amon & Sons, Inc., Amon Land Company, Inc., Amon & Sons, Inc. and Lake Mills Blacktop, Inc. (collectively, "Amon") from Ronald M. Carlson, the Chapter 128 Receiver for Amon (the "Receiver").

1. Purchase Price. The purchase price to be paid by Purchaser for the Assets shall be \$110,000.00, payable in cash at closing.
2. Assets Acquired. Purchaser will acquire the following assets of Amon, with the purchase price allocated as indicated (the "Assets"):
 - (a) Leasehold interest in Kraemer Pit (the "Lease"), with a purchase price allocation of \$10,000;
 - (b) All aggregate inventory located at the Kraemer Pit, with a purchase price allocation of \$38,000;
 - (c) All accounts receivable arising from the sale of aggregate from the Kraemer Pit (with a purchase price allocation of \$60,000.00), including, without limitation, all "tickets" evidencing such accounts receivable (the Receiver shall assist and otherwise cooperate with the Purchaser in obtaining such tickets prior to closing); and
 - (d) Scale located at the Kraemer Pit, with a purchase price allocation of \$2,000.
3. Liabilities Assumed. Purchaser will not assume any liabilities of Amon or the Receiver, other than outstanding royalties owed to the owner of the Kraemer Pit under the Lease (approximately \$14,000.00). Upon closing, Purchaser shall cause the owner of the Kraemer Pit to deliver to the Receiver a written release of all claims against the Receiver and Amon under the Lease.
4. Chapter 128 Sale. Purchaser will acquire the Assets from the Receiver free and clear of all security interests, liens, claims, encumbrances and interests (collectively, "Liens"), pursuant to an order entered by the Wisconsin Circuit Court for Walworth County (the "Court") in the Chapter 128 receivership proceedings for Amon.
5. Court Approval. Upon the execution of this Term Sheet by the Receiver and Purchaser, the Receiver promptly will seek Court approval of the sale of the Assets to Purchaser without an auction or other sale process.



6. Conditions to Closing. The obligation of Purchaser to consummate the transactions contemplated by this Term Sheet will be subject to the satisfaction of the following conditions: (a) no material adverse change in the Assets prior to closing; (b) the entry of an order by the Court, satisfactory to Purchaser, approving the sale of the Assets and assignment of the Lease to Purchaser, free and clear of all Liens, with Liens attaching to the proceeds; (c) Purchaser's receipt from each party holding a Lien on any of the Assets of a written document, duly executed by such party, pursuant to which such party consents to the sale of the Assets to Purchaser free and clear of all Liens and confirms the release of any Liens of such party in any of the Assets, all in form and content satisfactory to Purchaser (provided, however, that Hometown Bank will not be required to terminate or amend any of its UCC financing statements); (d) Purchaser shall have received written consent to the assignment of the Lease from the owner of the Kraemer Pit and shall have entered into a new written lease for the Kraemer Pit with such owner, which new lease shall replace the Lease upon closing, all on terms and conditions acceptable to Purchaser; (e) there shall be no injunction or other order staying, enjoining, or otherwise prohibiting the sale of the Assets to Purchaser; (f) Purchaser's receipt and transfer of any material third-party or regulatory consents, including any required licenses and permits, required to be obtained by Purchaser in connection with the transactions contemplated herein or the operation of business at the Kraemer Pit from and after closing; (g) all Assets must comply with all local zoning and other regulations or requirements; (g) the results of Purchaser's investigation and inspections as described in paragraph 7 below shall be satisfactory to Purchaser, including, without limitation, that all of the Assets are in an acceptable environmental condition as determined by Purchaser and any Phase I or Phase II environmental site assessment reports; (h) the Receiver shall execute and deliver to Purchaser all documents necessary to transfer the reclamation permit for the Kraemer Pit to Purchaser and shall cooperate with Purchaser in connection with the transfer of such reclamation permit to Purchaser; (i) the execution and delivery by the Receiver and Purchaser of a definitive purchase agreement and other related documents as provided in paragraph 10 below, which definitive purchase agreement shall be entered into on or before October 21, 2013; and (j) the closing of the transactions contemplated herein on or before November 30, 2013.
7. Investigation. Prior to and following the execution and delivery of this Term Sheet by the Receiver and Purchaser, Purchaser, and its respective agents will have access to the Assets and the books and records of Amon in the Receiver's possession to conduct such investigations and inspections as Purchaser deems necessary. The Receiver will provide to Purchaser, and will instruct the Receiver's accountants, auditors, attorneys and other advisors to provide to Purchaser, such information as Purchaser will reasonably require in connection with such investigation and inspection. Purchaser's investigation and inspection will include, without limitation, Purchaser's receipt, review and approval of the Lease and environmental due diligence and testing concerning the Assets as Purchaser deems appropriate to confirm to Purchaser's satisfaction that there are no material adverse conditions affecting any of the Assets, as evidenced by Purchaser's environmental site assessments, investigations and compliance and assessment audits.

8. Bank Consent. Prior to Purchaser executing this Term Sheet, Purchaser will have received from Hometown Bank written confirmation, satisfactory to Purchaser, confirming that the Bank consents to the transactions contemplated by this Term Sheet.
9. Reclamation. As a condition to closing on this transaction, Purchaser shall provide a License/Reclamation Bond acceptable to the Receiver to replace the License/Reclamation Bond posted by Hanover Insurance Company ("Hanover") presently covering the Kraemer Pit. Immediately upon closing and the posting of the new License/Reclamation Bond, the original License/Reclamation Bond posted by Hanover shall be canceled and Hanover shall be fully released from all claims or obligations of any kind and by any party, under its Bond with respect to the subject pit.
10. Definitive Agreement. The transactions described herein will be reflected in a definitive purchase agreement and other related documents, each satisfactory to Purchaser, which shall include covenants, representations, warranties and indemnification obligations customary in a transaction of this nature and such other matters as are reasonably negotiated by the parties.

Accepted and agreed as of October ^{4th} 7, 2013.

NORTHEAST ASPHALT, INC.

BY Mark G. [Signature]
Its President

Ronald M. Carlson
Ronald M. Carlson, Chapter 128 Receiver
for B.R. Amon & Sons, Inc., Amon Land
Company, Inc., Amon & Sons, Inc. and
Lake Mills Blacktop, Inc.

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

**ORDER APPROVING SALE
OF CERTAIN PROPERTY TO KENNETH AMON TRUST AND BONNY AMON TRUST, THE
SALE OF CERTAIN PROPERTY TO THE TOWN OF LAFAYETTE, AND THE SALE OF
CERTAIN PROPERTY TO NORTHEAST ASPHALT, INC., FREE AND CLEAR OF ALL
SECURITY INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, WITH ALL
SECURITY INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS
ATTACHING TO THE PROCEEDS OF SALE,
AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS**

Upon consideration of the Receiver's Motion For Entry of an Order Approving Sale of Certain Property to Kenneth Amon Trust and Bonny Amon Trust, the Sale of Certain Property to the Town of LaFayette, and the Sale of Certain Property to Northeast Asphalt, Inc., Free And Clear of All Security Interests, Liens, Claims, Encumbrances and Interests, With All Security Interests, Liens, Claims, Encumbrances and Interests Attaching To The Proceeds of Sale, And Authorizing The Disbursement Of The Sale Proceeds (the "Sale Motion"), and all other pleadings on file

herein; and the Court having held a hearing on _____, 2013 for approval of the Sale Motion; and the Court having determined that due and proper notice of the Sale Motion and hearing on the Sale Motion was provided to all creditors, shareholders and other parties entitled to notice, and the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the B. R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (each, a "Debtor", collectively, the "Debtors") pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtor, B.R. Amon & Sons, Inc., is the owner of certain property (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (each, an "Offer", collectively, the "Offers").

3. The Receiver has received offers to purchase the Property from Kenneth Amon Trust and Bonny Amon Trust, the Town of Lafayette, and Northeast Asphalt, Inc., (each, a "Buyer", collectively, the "Buyers") on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. Except for Ken Amon, none of the Buyers or any of their principals has ever been officers, directors, employees, members or shareholders of any of the Debtors. Ken Amon had ceased to be such officer, director, employee, member or shareholder of the Debtors as of 2010.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, each of the sales contemplated by the Offers is in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed not less than \$7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all, security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority.

10. Hometown has consented to the sale of the Property pursuant to the terms of the Offers and the proposed order.

11. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

12. Timely notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers, has been provided to (a) all parties holding Liens of record on any of the Property and all other parties known to the Receiver who assert Liens on any of the Property, (b) all creditors of any of the Debtors and (c) all parties, or their counsel, who have filed a notice of appearance in these proceedings. Such notice constitutes proper, adequate and sufficient notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers. No further notice of, or opportunity to object to or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers need be provided to any person or entity.

13. All findings of fact set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

CONCLUSIONS OF LAW

1. The sale of the Property pursuant to the Offers complies in all respects with Chapter 128 of the Wisconsin Statutes.

2. Upon the closing of a sale of Property pursuant to an Offer, the sale of such Property will constitute a valid, legal and enforceable transfer to the Buyer that submitted such Offer, or its assigns, as the case may be, of all right, title and interest to such Property, free and clear of all Liens.

3. The Buyers shall not be liable for any of Debtors' debts, liabilities or obligations, except a Buyer shall be liable for any debts, liabilities or obligations of a Debtor expressly assumed by such Buyer in any written agreement between such Buyer and the Receiver. In addition, none of the Buyers are a successor of any of the Debtors in any respect.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is hereby approved.
2. The proposed sales of the Property to the Buyers by the Receiver pursuant to the terms and conditions of the Offers are hereby approved in all respects.
3. All objections to the Sale Motion, if any, are hereby overruled.
4. The Receiver is hereby authorized to, and promptly shall, consummate the sale of the Property to the Buyers pursuant to the terms and conditions of the Offers.
5. The Receiver is authorized and empowered now and in the future to execute and deliver to the Buyers, or their respective assigns, as the case may be, any and all documents necessary to carry out the provisions of the proposed sales, and is further authorized to take any and all such actions and to execute any and all such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sales described in the Offers without further Order of this Court. An Offer and any related agreements, instruments, or other documents may be modified, amended, or supplemented by the parties thereto without further order or action of this Court; provided that any such modification, amendment, or supplement is not material or contrary to any specific terms of this Order.

6. Upon the closing of a sale pursuant to an Offer, all right, title and interest in and to the Property subject to such Offer shall be vested in the Buyer that submitted such Offer, free and clear of all Liens. All Liens shall attach to the proceeds of sales to the same and extent and priority as they existed with respect to the Property immediately prior to the closing.

7. The Buyers shall not be liable for any of the debts, liabilities or obligations of any of the Debtors, except a Buyer shall be liable for any debts, liabilities or obligations of a Debtor expressly assumed such in any written agreement between such Buyer and the Receiver.

8. The Receiver is hereby authorized to disburse the net sale proceeds as follows:

a. To closing costs, as provided in the Offers;

b. To Hometown Bank, the remainder, in partial satisfaction of its secured claim in this matter.

9. All Liens in any Property subject to an Offer shall be deemed released and terminated upon the closing of the sale contemplated by such Offer without further action, including, without limitation, without the need to terminate, release, amend, or otherwise modify any UCC financing statement, mortgage, or other public filing or record. The foregoing notwithstanding, all parties holding Liens on any of the Property subject to an Offer are hereby directed to execute and deliver to the Buyer submitting such Offer, upon closing, such termination statements, releases, satisfactions and other documents as such Buyer deems necessary to terminate such party's Liens in such Property

10. This Order shall be binding upon, shall govern the acts of, and may be relied upon by, all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental agencies or departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of

law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Offers. All Liens of record with respect to any Property subject to an Offer shall be forthwith released removed and stricken as of the closing of the sale contemplated by such Offer. All persons and entities described in this paragraph are authorized and specifically directed, upon the closing of the sale of any of the Property pursuant to an Offer, to release, remove and strike all such recorded Liens against any of such Property from their records, official and otherwise.

11. Notwithstanding anything to the contrary herein, Hometown will not be required to nor will any of its existing UCC financing statements or mortgages be amended, released, removed, or stricken as set forth in Sections 9 and 10 above. Instead, Hometown will execute and deliver to each Buyer (a) a written document pursuant to which Hometown consents to the sale of the Property pursuant to this Order free and clear of its Liens and confirms that it releases any such Liens against only the property so sold and (b) partial releases of any mortgages with respect to any real estate so sold pursuant to this Order.

12. Upon the closing of the sale of any Property pursuant to an Offer, any person or entity that is in possession of any of the Property subject to such Offer or any documents evidencing or relating to any such Property, shall deliver possession of such Property or documents to the Buyer that submitted such Offer.

13. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, and to resolve any disputes with respect to the sale of the Property.

14. All conclusions of law set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

Dated this ___ day of _____, 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge



700 S. Pine St.
Burlington, WI 53105
(262) 763-8262 Fax (262) 763-3855
perfectionautobody.com

RECEIVED

OCT 08 2013

WALWORTH COUNTY BOARD

September 26, 2013

Nancy Russell
County Board Chairman
100 W. Walworth St.
Elkhorn, WI 53121

Dear Chairman Russell,

It has come to my attention that the sheriff has sole discretion in choosing who repairs and paints squad cars for you. For this reason I would like to introduce myself and ask you for an opportunity to bid on such repairs and painting. In 2011 we repaired a 2011 Ford Crown Victoria for you with great success, as we do follow up calls on all repairs and were told it was done to your satisfaction. We have also successfully repaired several other vehicles for the Walworth County Public Works Department dating back to 2007. Our commitment to you, your vehicle(s) and the service we provide is essential to an effective relationship with you and the insurance companies that may be involved. I have been in business for 34 years and all my technicians are I-Car certified and we continue to educate our technicians on a regular basis. We provide service for several insurance companies and we take pride in our work and would be appreciative at the chance to show you that we can repair your vehicles at a reasonable rate, in the shortest time period possible with outstanding results. Thank you for your time and consideration and I can be reached at the above number or you can reach me at 262-206-6814.

Best Regards,

PERFECTION AUTO BODY, INC.

Clayton Kruse
Owner