



AGENDA  
PLAN COMMISSION MEETING  
RICHFIELD VILLAGE HALL  
4128 HUBERTUS ROAD, HUBERTUS, WISCONSIN  
DECEMBER 1, 2016  
7:00 P.M.

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Richfield Plan Commission, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: "Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.")

1. Call to Order/Determination of quorum
2. Verification of Open Meetings Law compliance
3. Pledge of Allegiance
4. Approval of Minutes:
  - a. November 3, 2016 – Regular Meeting
5. PUBLIC HEARING
  - a. Discussion regarding a Rezoning petition for properties identified by Tax Key: V10\_0355912001, V10\_0355912003 from Rs-1b, Single Family Cluster/Open Space Residential District to A-2, General Agricultural District
  - b. Discussion regarding a Rezoning petition for property identified by Tax Key: V10\_0355912002 from WHD, Walkable Hamlet District to A-2, General Agricultural District
6. DISCUSSION/ACTION
  - a. Discussion and possible recommendation to the Village Board regarding a Rezoning petition for properties identified by Tax Key: V10\_0355912001, V10\_0355912003 from Rs-1b, Single Family Cluster/Open Space Residential District to A-2, General Agricultural District
  - b. Discussion and possible recommendation to the Village Board regarding a Rezoning petition for property identified by Tax Key: V10\_0355912002 from WHD, Walkable Hamlet District to A-2, General Agricultural District
  - c. Discussion and possible recommendation to the Village Board regarding a two-lot CSM for properties identified by Tax Key: V10\_035400G and V10\_0355001

7. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at [www.richfieldwi.gov](http://www.richfieldwi.gov). Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 with as much advance notice as possible.



**AFFIDAVIT OF POSTING**

Pursuant to Sec. 985.02(2), Wis Stats., I, Soe RUSHMER, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.

2. I hereby certify that I posted a copy of the attached:

December 1, 2016 Plan Commission Meeting

on November 23 (date), 12:00 pm (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Soe Rushmer  
Signature

11/23/2016  
Date

Personally came before me this 23<sup>rd</sup> day of November, 16.

Kathleen M. Schmitt  
Notary Public, State of Wisconsin  
My commission expires 7/29/2017

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I further certify that a copy has been posted to the Village website [www.richfieldwi.gov](http://www.richfieldwi.gov).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**1. Call to order/determination of quorum**

Chairman Jim Otto called the meeting to order at 7:00 p.m.

In attendance were Chairman Otto, Vice-Chairman Berghammer, Commissioners Bartel, Coté, Melzer Lalk, Trustee Collins, Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt.

**2. Verification of Open Meetings Law compliance**

Administrator Healy stated that the agendas were posted at the Richfield, Hubertus, and Colgate U.S. Post Offices as well as Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

**3. Pledge of Allegiance**

Chairman Otto announced that agenda items 5b., 6b. and 6e. have been removed from the agenda.

**4. Approval of Minutes**

**a. October 6<sup>th</sup>, 2016 – Regular Meeting**

Motion by Commissioner Melzer to approve the minutes of the regular October 6<sup>th</sup>, 2016 Plan Commission meeting; Seconded by Vice-Chairman Berghammer; Motion passed without objection.

**5. PUBLIC HEARINGS**

**b. Discussion regarding a Conditional Use Permit Petition for property located at 1872 STH 175 (Tax Key: V10\_030000Z) to operate a “sit-down” in the B-5 zoning district, Sobelman’s Pub and Grill**

Administrator Healy introduced the topic.

Motion by Commissioner Lalk to open the public hearings for agenda items 5a.; Seconded by Trustee Collins; Motion passed without objection.

Al Hochmuth, Sobelman’s owner introduced himself and Sobelman’s Pub and Grill’s company history being proposed on STH 175.

Gil Frank, 4156 Elmwood Road, stated he is concerned about the parking in the downtown area on STH 175.

Motion by Trustee Collins to close the public hearings for agenda item 5a.; Seconded by Vice-Chairman Berghammer; Motion passed without objection.

**6. DISCUSSION/ACTION**

**a. Discussion and possible recommendation to the Village Board regarding a Conditional Use Permit petition for property located at 1872 STH 175 (Tax Key: V10\_030000Z) to operate a “sit-down restaurant” in the B-5 zoning district, Sobelman’s Pub and Grill**

Administrator Healy introduced the topic, the history of the B-5 Zoning District and discussed the terms and conditions of the Conditional Use Permit.

Motion by Commissioner Vice-Chairman Berghammer to recommend to the Village Board the approval of the proposed conditional use permit for Sobelman’s Pub and Grill, located at 1872 STH 175 (Tax Key:

V10\_030000Z) subject to the terms and conditions contained therein; Seconded by Commissioner Melzer;

Trustee Collins addressed Mr. Gil Frank's concerns regarding parking and remarked that Sobelman's is working on a draft agreement with the adjacent property owner, Mr. Tom Schmitt, for memorializing a formal parking agreement.

Motion passed without objection.

**b. Discussion/Action regarding a Site, Building and Plan of Operation for Sobelman's Pub and Grill located at 1872 STH 175 (Tax Key: V10\_030000Z)**

Administrator Healy introduced the topic. There is no proposed additional lighting, landscaping, architectural design changes, site plan changes, or grading changes that would require a more comprehensive review. The matter before the Plan Commission is regarding the proposed plan of operation.

Motion by Trustee Collins to approve the proposed Plan of Operation for Sobelman's Pub and Grill, located at 1872 STH 175 (Tax Key: V10\_030000Z) subject to the following Specific Conditions of Approval:

- 1) If the petitioner intends on expanding the legal, non-conforming use in the future, he must first seek approval from the Plan Commission and Village Board.
- 2) If the petitioner intends on making site plan modification, additional landscaping modifications, grading alterations, or architecturally significant building alterations (ie: changing the character of the building) they shall resubmit to the Village's Architectural Review Board and Plan Commission for approval.
- 3) The operator shall obtain and maintain all necessary permits and approvals for operating a tavern from the Village, County, and State of Wisconsin, if necessary.
- 4) Any plans of operation for "Amici's Italian Restorante" which have been previously approved by the Village are hereby terminated.
- 5) This approval is granted to Mr. Al Hochmuth, d/b/a Alnan Holdings, LLC.

Seconded by Commissioner Lalk; Motion passed without objection.

**c. Discussion/Action regarding plan of operation review for Flynn's, located at 640 Plat Road (Tax Key: V10\_119600Z)**

Administrator Healy introduced the topic. There is no proposed additional lighting, landscaping, architectural design changes, or grading changes that would require a more comprehensive review. The matter before the Plan Commission is regarding the proposed plan of operation.

John Loosen, 601 Plat Road, discussed his desire to essentially maintain the same type of aesthetic and character of the former Donna's Tap. He remarked that he intends on placing new signage at the property which he will seek permits for and he is in the process of working with the Village's Building Inspector to remove an accessory structure from the property that is in a state of disrepair.

Motion by Vice-Chairman Berghammer to approve the plan of operation for Flynn's, located at 640 Plat Road (Tax Key: V10\_119600Z) as proposed and represented at the meeting on November 3, 2016, subject to the following conditions of approval:

- 1) If the petitioner intends on expanding the legal, non-conforming use in the future, he must first seek approval from the Plan Commission and Village Board.
- 2) If the petitioner intends on making site plan modification, additional landscaping modifications, grading alterations, or architecturally significant building alterations (ie: changing the character of the building) they shall resubmit to the Village's Plan Commission for approval.
- 3) The operator shall obtain and maintain all necessary permits and approvals for operating a tavern from the Village, County, and State of Wisconsin, if necessary.

- 4) Any plans of operation for “Donna’s Tap” which have been previously approved by the Village are hereby terminated.
- 5) This approval is granted to Mr. John Loosen, d/b/a Richfield Management LLC.

Seconded by Trustee Collins; Motion passed without objection.

**7. ADJOURNMENT**

Motion by Commissioner Lalk to adjourn; Seconded by Vice-Chairman Berghammer; Motion passed without objection at 8:05 p.m.

Respectfully Submitted,

Jim Healy  
Village Administrator

DRAFT

**5a, 5b,  
6a, & 6b**



VILLAGE OF RICHFIELD  
PLAN COMMISSION COMMUNICATION FORM

5a+b  
6a+b

MEETING DATE: December 1, 2016

SUBJECT: Rezoning petition for subject properties from Rs-1b to A-2 (V10\_0355912001, V10\_0355912003 and Tax Key V10\_0355912002 from WHD to A-2

DATE SUBMITTED: November 23, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTIONS: DOES THE PLAN COMMISSION WISH TO RECOMMEND TO THE VILLAGE BOARD THE PROPOSED REZONING ORDINANCES OF V10\_0355912001 AND V10\_0355912003 FROM RS-1B TO A-2 AND V10\_0355912002 FROM WHD TO A-2?*

*ISSUE SUMMARY:*

Over the last year, the Village Staff, Village Board and Plan Commission have been working with a court-appointed Receiver who was authorized by the Waukesha County Circuit Court to manage the subdivision assets of Mr. Bob Parchem and Ms. Caryl Parchem, the developers of Reflections Village. A "Receivership" is a type of corporate bankruptcy in which a "Receiver" is appointed to run a company, in this case the limited liability company set up for Reflections Village (Reflections Richfield Investments, LLC). In most cases, the Receiver is given ultimate decision making power and has full discretion in deciding how the received assets will be managed. The primary responsibility of the receiver is to recoup as much of the unpaid loans as possible and reduce liability exposure for the primary credit holders.

The Receiver has been steadfast and committed to working with both the Village and the subdivision HOA to finalize any outstanding "punch list" items before the Receivership ends. Inside that 'punch list' which was previously provided to the Plan Commission in February of this year, was this proposed rezoning. In February, the Receiver petitioned the Village to change the Future Land Use Map for Phase II and Phase III to have it show the properties as "Single Family" rather than "Walkable Hamlet District". This is also consistent with the amendments we've made to the Zoning Code which effectively neutered the Walkable Hamlet District to only what presently exists today in the Phase I development. This month the Receiver will also be petitioning the Village to create a two (2) lot CSM for the Landmark Credit Union bank parcel and the outlot which has been dedicated for private park use to the Reflections Village HOA. In return, the Reflections Village HOA will receive \$17,000 as part of a mediated agreement to restore the property to greenspace. That, in conjunction with this proposed rezoning, will close the book on any Receiver activity in Reflections Village.

As you may recall, the previous known Phase II development was rezoned to Rs-1b, Single Family Cluster/Open Space Residential District by Ordinance in 2016. Subsequently, Neumann Companies, who purchase all "for sale" lots in the development, petitioned the Village on two (2) separate occasions to review concepts for cluster development. It was the contention of the Plan Commissioners, emergency responders, and Village Staff, that having a connection through to Town Line Road was desirable for a number of reasons. For Neumann Companies, that direction from the Village made it financially difficult for them to invest in the property and they walked away from that offer to purchase. The Receiver then negotiated with Mr. and Mrs. Terry Kohl for them to purchase the Phase II property because they closed on the Phase III property in 2015 by court order from the Hon. Judge Linda Van De Water. A copy of the Judge's order is included for your convenience.

The Reflections Village HOA has also been made aware of this proposed change and they, along with all property owners within 300' of the subject properties were notified by mail on Tuesday, October 25<sup>th</sup>. The notice also ran in the West Bend Daily News for the last two (2) consecutive weeks. At the time of this communication, the Village has not received any written comments from area residents regarding this proposed zoning change.



VILLAGE OF RICHFIELD  
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: December 1, 2016

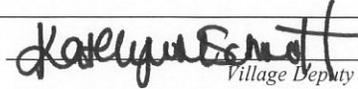
SUBJECT: Rezoning petition for subject properties from Rs-1b to A-2 (V10\_0355912001, V10\_0355912003 and Tax Key V10\_0355912002 from WHD to A-2

DATE SUBMITTED: November 23, 2016

SUBMITTED BY: Jim Healy, Village Administrator

FUTURE IMPACT AND ANALYSIS:

REVIEWED BY:

  
Village Deputy Treasurer

Forward to Village Board: Yes  
Additional Approvals Needed: Yes  
Signatures Required: Yes.

ATTACHMENTS:

1. DRAFT Ordinance O2016-12-01, an Ordinance to rezone subject properties from Rs-1b to A-2
2. DRAFT Ordinance O2016-12-02, an Ordinance to rezone subject property from WHD to A-2
3. Class II Public Hearing Notice
4. Letter dated October 4, 2016 from Mr. Dennis Bush agent on behalf of the subject property owners
5. Ordinance 2016-03-03, an Ordinance to amend the Comprehensive Plan and Future Land Use Map related to the Walkable Hamlet District
6. Case #14-CV-2055 "Notice of motion and receiver's motion to approve a certified survey map, and to approve rezoning and to further approve the sale of property to Terry Kohl and Elizabeth Kohl with all liens, claims and encumbrances attaching to the proceeds of sale and authorizing the disbursement of the sale proceeds"
7. Case #14-CV-2055 "Order approving a certified survey map and approving rezoning and approving the sale of real property to Terry Kohl and Elizabeth Kohl with all liens, claims and encumbrances attaching to the proceeds of sale, and authorizing the disbursement of the sale proceeds"

STAFF RECOMMENDATION:

**Motion #1: Rs-1b to A-2**

Motion to recommend approval to the Village Board of Ordinance O2016-12-01, an Ordinance to rezone the subject properties identified by Tax Keys V10\_0355912001, V10\_0355912003 from Rs-1b, Single Family Cluster/Open Space Residential District to A-2, General Agricultural District.

**Motion #2: WHD to A-2**

Motion to recommend approval to the Village Board of Ordinance O2016-12-02, an Ordinance to rezone subject property identified by Tax Key V10\_0355912002 from WHD, Walkable Hamlet District to A-2, General Agricultural District.

APPROVED FOR SUBMITTAL BY:

  
Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY  
BOARD ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

ORDINANCE O2016-12-01

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**AN ORDINANCE TO REZONE SUBJECT PROPERTIES OF LAND IN THE VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE**

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WHEREAS, in March of 2016, the property owner, Reflections Richfield Investment, LLC petitioned the Village to rezone the subject property from WHD, Walkable Hamlet District to Rs-1b, Single Family Cluster/Open Space Residential District and it was adopted by ordinance on March 17, 2016; and

WHEREAS, now the property owner, Reflections Richfield Investment, LLC, are acting as the petitioners once again to rezone the same properties described by Tax Key: V10\_0355912001 (23.03 acres) and V10\_0355912003 (0.03 acres) from Rs-1b, Single-Family Cluster/Open Space Residential District to A-2, General Agricultural District; and

WHEREAS, the subject properties contain 23.06 acres; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Plan Commission conducted a public hearing on December 1, 2016; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is substantially conforming to the Village's Comprehensive Plan, and having based its determination on the effect of granting said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

**Section 1. Zoning Map Change**

The subject property is hereby rezoned as described above and depicted in Attachment 1, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject properties.

**Section 2. Effective Date**

This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this \_\_\_\_ day of \_\_\_\_, 2016

Attest:

\_\_\_\_\_  
John Jeffords, Village President

\_\_\_\_\_  
Attest: Jim Healy, Village Administrator/Clerk



STATE OF WISCONSIN      VILLAGE OF RICHFIELD      WASHINGTON COUNTY  
ORDINANCE O2016-12-02

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**AN ORDINANCE TO REZONE SUBJECT PROPERTIES OF LAND IN THE VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE**

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WHEREAS, Mr. Dennis Bush of Insight Advisors is acting as agent on behalf of Mr. and Mrs. Terry Kohl to petition for the rezoning of their property identified by Tax Key: V10\_0355912002 from Walkable Hamlet District, WHD to A-2, General Agricultural District.

WHEREAS, the subject properties contain 21.02 acres; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Plan Commission conducted a public hearing on December 1, 2016; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is substantially conforming to the Village's Comprehensive Plan, and having based its determination on the effect of granting said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

**Section 1. Zoning Map Change**

The subject property is hereby rezoned as described above and depicted in Attachment 1, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject properties.

**Section 2. Effective Date**

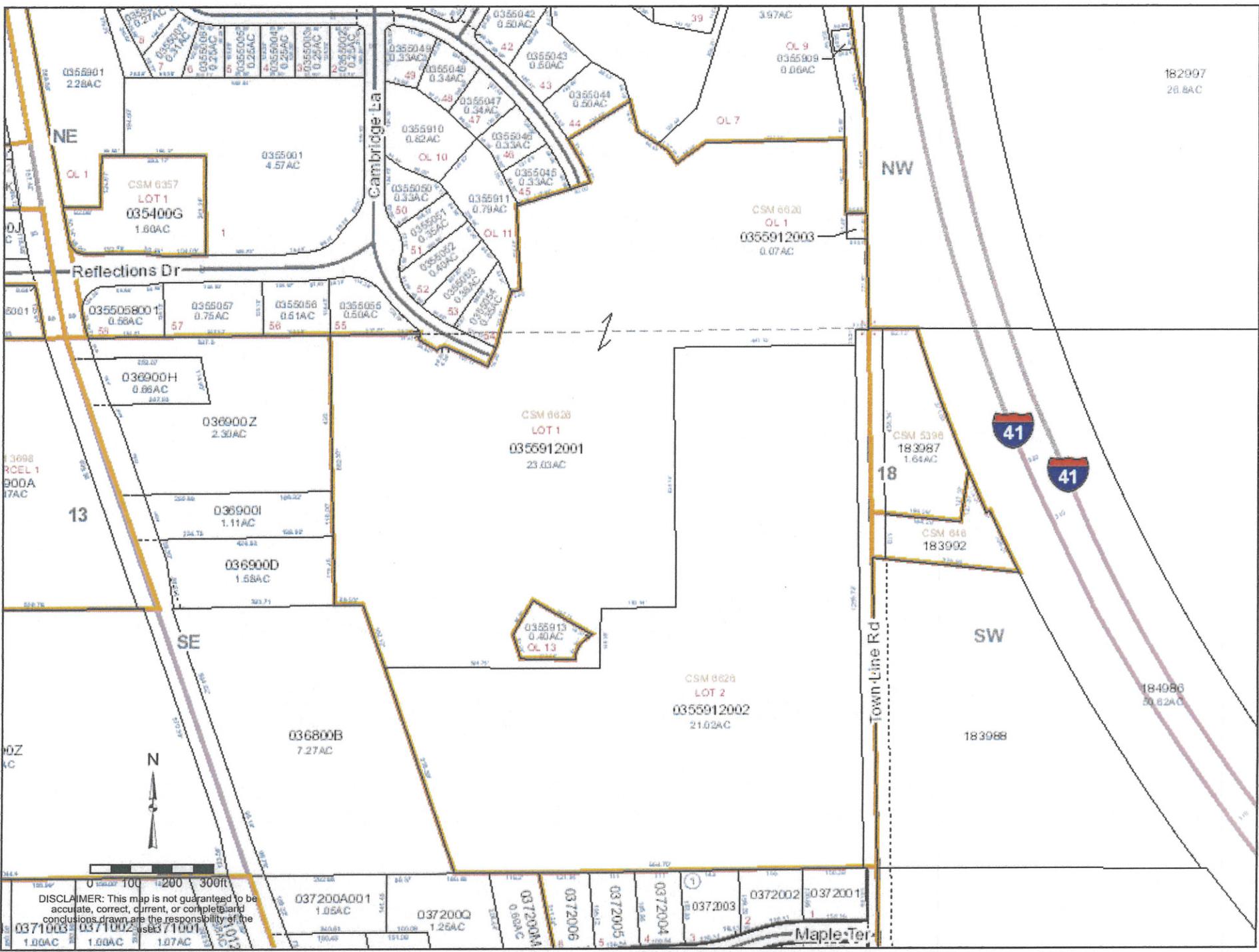
This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this \_\_\_\_ day of \_\_\_\_, 2016

Attest:

\_\_\_\_\_  
John Jeffords, Village President

\_\_\_\_\_  
Attest: Jim Healy, Village Administrator/Clerk



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Attachment 7

**(Class II Public Notice)**  
**NOTICE OF PUBLIC HEARING**  
**VILLAGE OF RICHFIELD**  
**Thursday, December 1, 2016**

**PLEASE TAKE NOTICE:**

Notice is hereby given pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Plan Commission will conduct two (2) public hearings on Thursday, December 1<sup>st</sup>, 2016 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033 to consider the following:

- 1) Rezoning petition for properties identified by Tax Key: V10\_0355912001 and V10\_0355912003 from Rs1-b, Single Family Cluster/Open Space Residential District to A-2, General Agricultural District; and
- 2) Rezoning petition for property identified by Tax Key: V10\_0355912002 from WHD, Walkable Hamlet District to A-2, General Agricultural District.

For information regarding this public hearing, please contact Jim Healy, Village Administrator at (262)-628-2260. A map showing the location of the subject properties can be obtained from the Village Clerk during normal business hours. All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advance notice as possible.

Dated this November 11, 2016.

**Publication Dates:**

November 17, 2016

November 23, 2016

Jim Healy  
Village Administrator  
Village of Richfield  
4128 Hubertus Road  
Hubertus, WI 53033  
(262)-628-2260

Mr. Jim Healy  
Village Administrator  
Planning and Zoning Administrator  
Village of Richfield  
4128 Hubertus Road  
Hubertus, Wisconsin 53033

October 4, 2016

Re: Rezoning of land adjacent to Reflections Village

Dear Mr. Healy

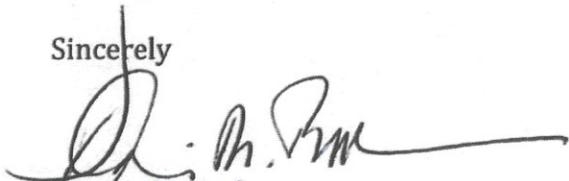
The Reflection Village project is now at the point of selling the very last parcel as a result of the help of the Village of Richfield and the hard work of Village Administrator Mr. Jim Healy. The last parcel of approximately 23 acres, currently zoned RS1b, is under contract to Mr. & Mrs. Kohl to add to their farm. In 2015 the Kohl's purchased an approximate 22 acres for their farm from Reflections Richfield Investments LLC Receivership.

The application for rezoning Tax Key # V100355912001 of approximately 23 acres to be sold to the Kohl's and Tax Key # V100355912002 sold to the Kohl's in 2015 from RS1b to A2 Agricultural is submitted to properly fit the intended use of the land. The current zoning is no longer appropriate as the receiver and related consultants exhausted all avenues to sell the 23 acre parcel as residential without success and the approximate 22 acre parcel is now owned my Kohl's to farm. The surrounding property is a mix of homes and farm land.

I attach for your use a property exhibit and a certified survey map dated April 13, 2015.

Thank you for your help in this critical matter.

Sincerely



Dennis M. Bush  
Insight Advisors  
Consultant to Ronald Carlson Receiver  
Reflections Richfield Investments, LLC Receivership

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

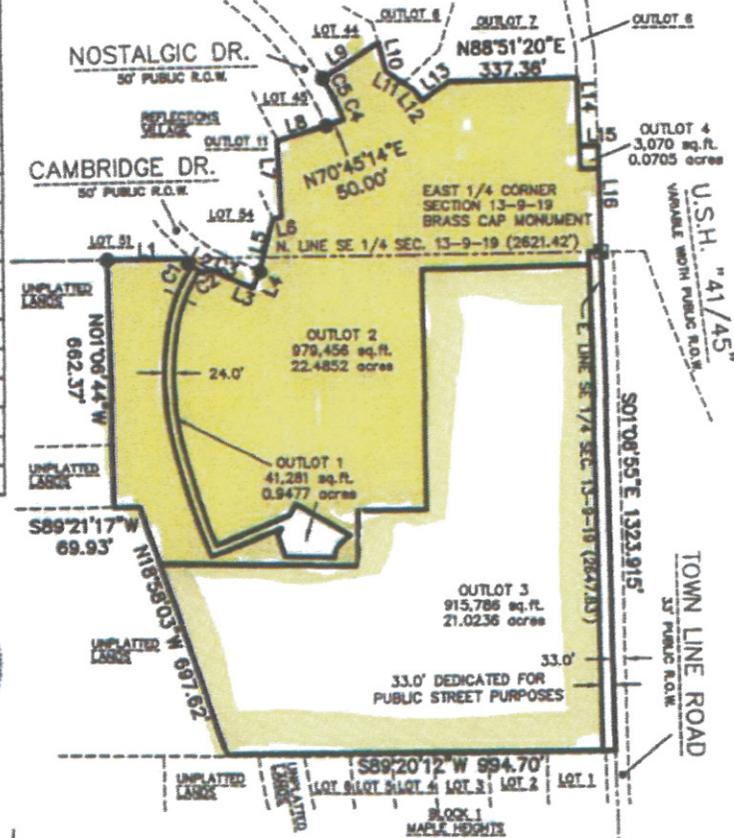
A division of Outlots 12 and 13 in Reflections Village Subdivision, being a part of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

● INDICATES 1" IRON PIPE (FOUND). UNLESS NOTED ALL OTHER CORNERS ARE SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

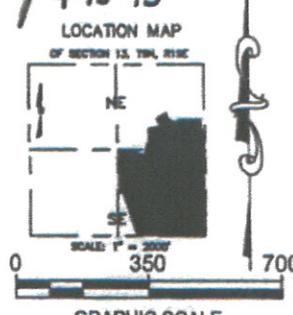
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 13, T 9 N, R 19 E, WHICH BEARS S01°08'55"E, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SEE SHEETS 2 & 3 FOR LOT DETAILS AND SHEETS 3 THRU 7 FOR EASEMENT DETAILS

Line #	Direction	Length
L1	N89°22'22"E	217.77
L2	S57°57'48"E	50.00
L3	S64°31'08"E	107.17
L4	N25°08'52"E	80.00
L5	N14°15'34"E	143.55
L6	N78°53'07"E	22.68
L7	N2°44'24"W	208.48
L8	N73°12'20"E	137.92
L9	N58°12'16"E	178.62
L10	S13°25'19"E	76.81
L11	S56°23'08"E	88.63
L12	S35°06'19"E	38.41
L13	N53°49'09"E	88.28
L14	S01°08'40"E	180.35
L15	N88°51'20"E	50.00
L16	S01°08'40"E	284.45



*John P. Casucci*  
4-13-15



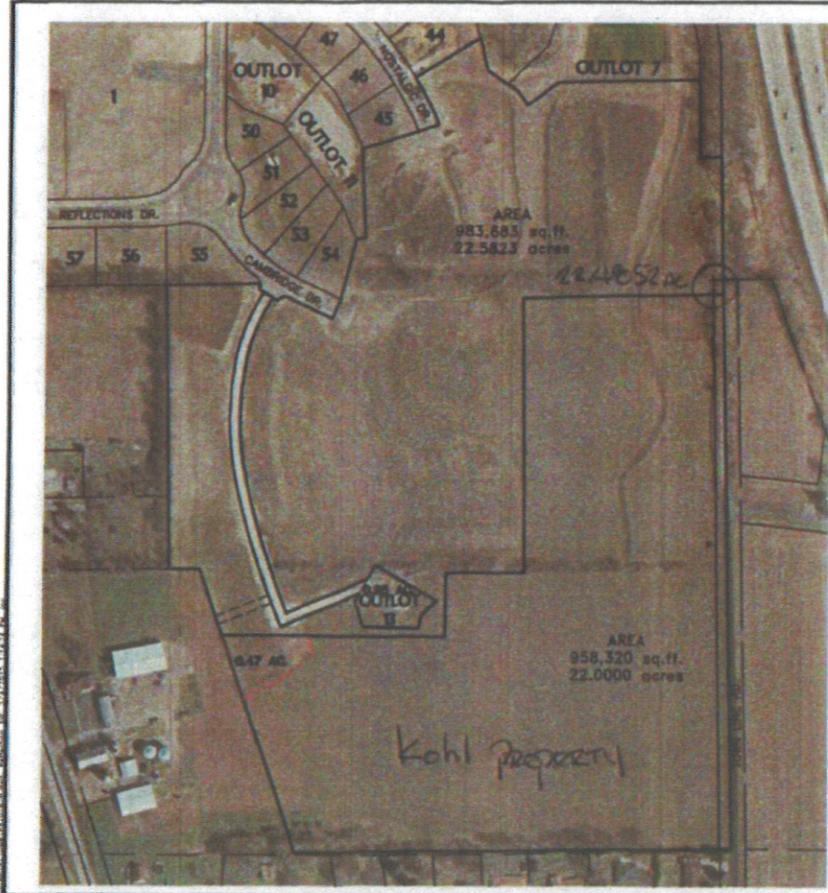
Curve #	Length	Radius	Chord Bearing	Chord
C1	14.07	20.00	S11°52'49"W	13.78
C2	29.33	20.00	N74°02'50"E	26.77
C3	6.54	412.00	S64°23'50"E	6.54
C4	48.83	357.00	N23°09'52"W	48.79
C5	73.29	891.00	N29°28'21"W	73.27

OWNER:  
REFLECTIONS RICHFIELD  
INVESTMENTS, LLC  
311 EAST WISCONSIN AVE.  
OCOMOWOC, WI. 53066

R.A. Smith National, Inc.  
Beyond Surveying  
and Engineering

14745 W. Shoreland Road, Bendville WI 53006  
262-791-1500 Fax 262-791-7373 [www.raisnational.com](http://www.raisnational.com)  
Aurora, WI Orange County, CA Pittsburgh, Pa  
SPEAKING  
CNSL/Eng/REG

SHEET 1 OF 10 SHEETS



**PROPERTY EXHIBIT  
REFLECTIONS VILLAGE**

Situated on Town Line Road, in the Village of Richfield, Washington County, Wisconsin.

Part of Outlot 12, Reflections Village, being part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

February 20, 2015  
revised 3-4-15

Reflections Village

Survey No. 166291-BMJ

GRAPHIC SCALE

**R.A. Smith National, Inc.**  
*Beyond Surveying  
and Engineering*

16748 W. Shumard Road, Brookfield, WI 53005  
262-794-4000 Fax 262-795-2723 www.ra-smithnational.com  
Appleton, WI Chicago, IL George County, GA Pittsburgh, PA  
St. Louis, MO  
SHEET 1 OF 1  
2/20/2015 10:45 AM

R.A. Smith National, Inc.

## ORDINANCE 2016-03-03

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**AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP RELATED TO THE WALKABLE HAMLET DISTRICT**

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WHEREAS, the Village Board is authorized by state law to adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2), Wis. Stats., and to amend it from time to time; and

WHEREAS, the Village Board adopted a comprehensive plan in 2014, following extensive public participation, and has amended such plan on multiple occasions since then; and

WHEREAS, the Village Board adopted a public participation plan which established procedures and requirements to amend the adopted comprehensive plan; and

WHEREAS, Reflections Richfield Investments LLC (Court-appointed receiver, Ronald Carlson) owns land in Section, 13, T9N, R19E of the Village, and has submitted an application to amend the future land use map (Map 12) included in the comprehensive plan by changing the land use classification of the area depicted in Exhibit A from "Walkable Hamlet Mixed Use" to "Single Family" and making corresponding changes in the text of the plan; and

WHEREAS, the Plan Commission reviewed the petitioner's request on February 4, 2016; and

WHEREAS, the Plan Commission finds that the comprehensive plan with the proposed amendments contains all of the required elements specified in Section 66.1001(2), Wis. Stats.; and

WHEREAS, the Village Board will hold at least one public hearing regarding the proposed amendment in compliance with the requirements of Section 66.1001(4)(d), Wis. Stats.

NOW THEREFORE, the Village Board of the Village of Richfield ordain as follows:

**Section 1.** Change the land use classification of the area depicted in Exhibit A from "Walkable Hamlet Mixed Use" to "Single Family."

**Section 2.** Amend the text in Exhibit 11-4 relating to Walkable Hamlet Mixed Use to read as follows:

"One walkable hamlet mixed use district is shown in the northeast corner of the Village off of STH 175, which includes single-family residences and a commercial use building."

(The remainder of Exhibit 11-4 remains unchanged.)

**Section 3.** Amend the figures in Table 11-8 for Walkable Hamlet Mixed Use and Single Family Residential as follows:

	<b>Acres</b>	<b>Percent of Total</b>
Single-Family Residential	13,709.4	58.76
Walkable Hamlet Mixed Use	40.6	0.17

(The remainder of Table 11-8 remains unchanged.)

**Section 4.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed to those terms that conflict.

**Section 5.** This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

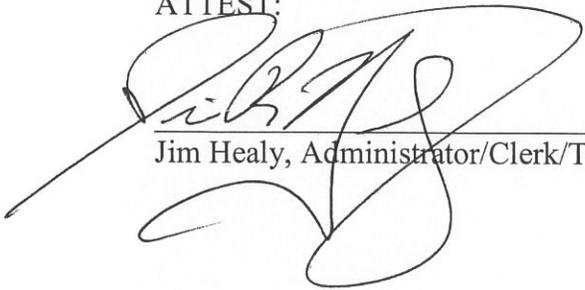
Exhibit A.



Passed and adopted this 17<sup>th</sup> day of March, 2016

  
\_\_\_\_\_  
John Jeffords, Village President

ATTEST:

  
\_\_\_\_\_  
Jim Healy, Administrator/Clerk/Treasurer

In re:

REFLECTIONS RICHFIELD  
INVESTMENTS, LLC,

Case No.: 14-CV-2055  
Case Code: 30304

Debtor.

**ORDER APPROVING A CERTIFIED SURVEY MAP, AND APPROVING REZONING AND APPROVING THE SALE OF REAL PROPERTY TO TERRY KOHL AND ELIZABETH KOHL WITH ALL LIENS, CLAIMS AND ENCUMBRANCES 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 Reflections Richfield Investments, LLC (the "Debtor"), having filed with this Court a MOTION TO APPROVE A CERTIFIED SURVEY MAP, AND TO APPROVE REZONING AND TO FURTHER APPROVE THE SALE OF PROPERTY TO TERRY KOHL AND ELIZABETH KOHL WITH ALL LIENS, CLAIMS AND ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS (the "Motion") the Court having held a hearing on \_\_\_\_\_, 2015, having considered the arguments and pleadings, having determined that due and proper notice of the Motion and hearing on the Motion was provided to creditors and other parties entitled to notice, the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On October 9, 2014, an Order was entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtor pursuant to Chapter 128 of the Wisconsin Statutes, as well as an Order Establishing Case Management Procedures and Authorizing the Employment of Professionals by the Receiver, as modified on December 1, 2014 (the "Orders of Receivership").
2. The principal asset of the Debtor is a residential subdivision, commonly referred to as Reflections Village (the "Subdivision") consisting primarily of residential lots, however also having a limited number of commercial lots and undeveloped land.

3. In particular, the Debtor is the owner of 21.02 +/- acres of real property located south of the Subdivision in the Village of Richfield, Washington County, Wisconsin (the "Property").

4. The Property was originally part of a multiphase plan to increase the size of the Subdivision.

5. The Receiver believes the current real estate market does not support completion of the residential portion of the multiphase plan and proposes to sell the Property as farmland.

6. The sale of the Property as farmland requires the recording of a Certified Survey Map and the rezoning of the Property.

7. The Receiver has worked with the Village of Richfield, including its Administrator, Attorney and Staff to create mutually agreeable boundaries and easements in connection with the certified survey map, along with proposed rezoning.

8. The Receiver has received the proposed Certified Survey Map which is attached to the Motion as Exhibit A (the "CSM").

9. Outlots 1 and 2 as defined in the CSM, including the Property (also known as Outlot 2), are purposefully greater than twenty acres in size to allow for future residential development, if market conditions warrant.

10. The Receiver believes the recording of the CSM in the Office of the Washington County Register of Deeds and the proposed rezoning is in the best interests of all creditors and parties-in-interest of the Debtor.

11. The Receiver has received an offer to purchase the Property from the Buyers on the terms set forth in the Commercial Offer to Purchase attached to the Motion as Exhibit B (the "Offer").

12. The terms, more specifically set forth in the Offer, are summarized as follows:

a. The Property is sold "as is" for a total purchase price of \$ [REDACTED]; adjusted as a result of a reduction in the total acreage of the Property from 22.00 +/- acres to 21.02 +/- acres following the finalization of the proposed CSM.

13. The Buyers have advised the Receiver that they are ready, willing, and able to close on the transaction described, upon approval of this Court, and the ultimate recording of the CSM.

14. The sale of the Property is the product of good faith negotiations at arm's length and without collusion.

15. The Receiver believes the transaction to be commercially reasonable and the sale of the Property is for an amount equal to or in excess of the liquidation value of the Property.

16. Neither the Buyers nor any of its principals have ever been officers, directors, employees or shareholders of the Debtor.

17. Under the circumstances, the Receiver believes that the terms of the sale of the Property are fair and reasonable, and therefore, the sale of the Property is in the best interests of all creditors and parties-in-interest of the Debtor.

18. American Bank, formerly known as Investors Bank, has a properly perfected first priority lien on the Property.

19. The Property will be sold free and clear of all liens, claims and encumbrances, the same will be released as provided under the terms of the sale, with any and all liens, claims and encumbrances to attach to the proceeds of sale.

20. American Bank has consented to the sale of the Property pursuant to the terms of the Offer.

21. Subsequent to the sale closing, the proceeds of the sale, less standard and customary closing costs and fees are to be properly disbursed to American Bank, which shall apply all payments actually received in partial satisfaction of its secured claim.

22. Furthermore, American Bank has consented to the CSM and rezoning.

23. Lastly, the Village of Richfield has also orally expressed its consent to the CSM and the proposed rezoning.

#### CONCLUSIONS OF LAW

1. The CSM, rezoning and sale of the Property is fair and reasonable and in the best interest of the Debtor and its creditor(s).

2. The CSM, rezoning and sale of the Property complies in all respects with the provisions of the Wisconsin Statutes.

3. Upon closing, the sale of the Property shall constitute a valid, legal and enforceable transfer to the Buyers or its assigns, of all right, title and interest to those assets, the Property will be sold free and clear of all liens, claims and encumbrances, the same will be released as provided under the terms of the sale.

4. The Buyers shall not be liable for any of the Debtor's debts, liabilities or obligations, except those expressly assumed in any written agreement with the Receiver. In addition, the Buyers shall not be deemed a successor of the Debtor in any respect.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The recording of the CSM in the Office of the Washington County Register of Deeds is hereby approved in all respects.

2. The Receiver is hereby authorized to, and promptly shall, cause the CSM to be recorded in the Office of the Washington County Register of Deeds.

3. The Receiver is authorized and empowered now and in the future to execute and deliver any and all documents necessary to carry out the recording of the CSM, without further Order of this Court.

4. The rezoning is hereby approved in all respects.

5. The Receiver is hereby authorized to, and promptly shall, cause the rezoning.

6. The Receiver is authorized and empowered now and in the future to execute and deliver any and all documents necessary to carry out the rezoning, without further Order of this Court.

7. The sale of the Property to the Buyers by the Receiver is hereby approved in all respects.

8. The Receiver is hereby authorized to, and promptly shall, consummate the sale of the Property to the Buyers.

9. The Receiver is authorized and empowered now and in the future to execute and deliver to the Buyers described above or its assigns any and all documents necessary to carry out the sale of the Property, without further Order of this Court.

10. Upon closing of the sale described above, all right, title and interest in and to the Property shall be vested in the Buyers, the Property will be sold free and clear of all liens, claims and encumbrances, the same will be released as provided under the terms of the sale. All liens, claims and encumbrances shall attach to the proceeds of sale to the same and extent and priority as they existed with respect to the Property immediately prior to the closing. The Buyers shall not be liable for any of the Debtor's debts, liabilities or obligations, except those expressly assumed in any written agreement with the Receiver.

11. The Receiver is hereby authorized to disburse the net sale proceeds to American Bank which shall apply all payments actually received in partial satisfaction of its secured claim.

12. 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.

Dated this \_\_\_ day of \_\_\_\_\_, 2015.

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Honorable Linda Van De Water  
Circuit Court Judge  
14-CV-2055

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In re:

REFLECTIONS RICHFIELD  
INVESTMENTS, LLC,

Case No.: 14-CV-2055  
Case Code: 30304

Debtor.

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**NOTICE OF MOTION AND RECEIVER'S MOTION TO APPROVE A CERTIFIED SURVEY  
MAP, AND TO APPROVE REZONING AND TO FURTHER APPROVE THE SALE OF  
PROPERTY TO TERRY KOHL AND ELIZABETH KOHL WITH ALL LIENS, CLAIMS AND  
ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE  
DISBURSEMENT OF THE SALE PROCEEDS**

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PLEASE TAKE NOTICE that the Receiver in the above captioned case moves this Circuit Court for Waukesha County, Wisconsin, before the Honorable Circuit Court Judge Linda Van De Water, at the Waukesha County Courthouse, 515 W. Moreland Blvd., Waukesha, WI 53188, on \_\_\_\_\_, 2015 at \_\_\_:\_\_\_ a.m./p.m., to approve a certified survey map, and to approve related rezoning and to further approve the sale of certain property to Terry Kohl and Elizabeth Kohl, with all liens, claims and encumbrances attaching to the proceeds of sale, and authorizing the disbursement of the sale proceeds.

MOTION

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of Reflections Richfield Investments, LLC (the "Debtor"), hereby moves the Court for entry of an Order approving a certified survey map, approving rezoning and approving the sale of certain land to Terry Kohl and Elizabeth Kohl (the "Buyers") free and clear of all liens, claims and encumbrances, with all liens, claims and encumbrances attaching to the proceeds of sale, and authorizing the disbursement of the sale proceeds (the "Motion").

In support of this Motion, the Receiver alleges as follows:

1. On October 9, 2014, an Order was entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtor pursuant to Chapter 128 of the Wisconsin Statutes, as well as an Order

Establishing Case Management Procedures and Authorizing the Employment of Professionals by the Receiver, as modified on December 1, 2014 (the "Orders of Receivership").

2. The principal asset of the Debtor is a residential subdivision, commonly referred to as Reflections Village (the "Subdivision") consisting primarily of residential lots, however also having a limited number of commercial lots and undeveloped land.

3. In particular, the Debtor is the owner of 21.02 +/- acres of real property located south of the Subdivision in the Village of Richfield, Washington County, Wisconsin (the "Property").

4. The Property was originally part of a multiphase plan to increase the size of the Subdivision.

5. The Receiver believes the current real estate market does not support completion of the residential portion of the multiphase plan and proposes to sell the Property as farmland.

6. The sale of the Property as farmland requires the recording of a Certified Survey Map and the rezoning of the Property.

7. The Receiver has worked with the Village of Richfield, including its Administrator, Attorney and Staff to create mutually agreeable boundaries and easements in connection with the certified survey map, along with proposed rezoning.

8. The Receiver has received the proposed Certified Survey Map which is attached hereto as Exhibit A (the "CSM").

9. Outlots 1 and 2 as defined in the CSM, including the Property (also known as Outlot 2), are purposefully greater than twenty acres in size to allow for future residential development, if market conditions warrant.

10. The Receiver believes the recording of the CSM in the Office of the Washington County Register of Deeds and the proposed rezoning is in the best interests of all creditors and parties-in-interest of the Debtor.

11. The Receiver has received an offer to purchase the Property from the Buyers on the terms set forth in the Commercial Offer to Purchase attached hereto as Exhibit B (the "Offer").

12. The terms, more specifically set forth in the Offer, are summarized as follows:

a. The Property is sold "as is" for a total purchase price of [REDACTED] adjusted as a result of a reduction in the total acreage of the Property from 22.00 +/- acres to 21.02 +/- acres following the finalization of the proposed CSM.

13. The Buyers have advised the Receiver that they are ready, willing, and able to close on the transaction described, upon approval of this Court, and the ultimate recording of the CSM.

14. The sale of the Property is the product of good faith negotiations at arm's length and without collusion.

15. The Receiver believes the transaction to be commercially reasonable and the sale of the Property is for an amount equal to or in excess of the liquidation value of the Property.

16. Neither the Buyers nor any of its principals have ever been officers, directors, employees or shareholders of the Debtor.

17. Under the circumstances, the Receiver believes that the terms of the sale of the Property are fair and reasonable, and therefore, the sale of the Property is in the best interests of all creditors and parties-in-interest of the Debtor.

18. American Bank, formerly known as Investors Bank, has a properly perfected first priority lien on the Property.

19. The Property will be sold free and clear of all liens, claims and encumbrances, the same will be released as provided under the terms of the sale, with any and all liens, claims and encumbrances to attach to the proceeds of sale.

20. American Bank has consented to the sale of the Property pursuant to the terms of the Offer.

21. Subsequent to the sale closing, the proceeds of the sale, less standard and customary closing costs and fees are to be properly disbursed to American Bank, which shall apply all payments actually received in partial satisfaction of its secured claim.

22. Furthermore, American Bank has consented to the CSM and rezoning.

23. Lastly, the Village of Richfield has also orally expressed its consent to the CSM and the proposed rezoning.

WHEREFORE, the Receiver moves the Court for entry of an Order approving the certified survey map, approving the requested rezoning, and approving the sale of the Property, and for authority to disburse the sale proceeds as set forth above, and for such other and further relief as the Court deems appropriate under the circumstances.

Dated at Pewaukee, Wisconsin, this 8<sup>th</sup> day of May, 2015.

RECEIVER,



Ronald M. Carlson

Ronald M. Carlson, Esq.  
Forseti Consulting, LLC  
N35 W23877 Highfield Court, Suite 100B  
Pewaukee, WI 53072  
Tel: 262-857-2121  
rc@forseticonsulting.com

## Exhibit A

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON March 10, 2015 [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, Terry Kohl and Elizabeth Kohl  
4 \_\_\_\_\_, offers to purchase the Property

5 known as [Street Address] 22.00 +/- acres vacant land Town Line Rd  
6 in the Village \_\_\_\_\_ of Richfield \_\_\_\_\_, County of Washington \_\_\_\_\_, 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: \_\_\_\_\_ Dollars \_\_\_\_\_.

9  
10 ■ EARNEST MONEY of \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
11 will be mailed, or commercially or personally delivered within 5 \_\_\_\_\_ days of acceptance to listing broker or  
12 Receiver \_\_\_\_\_.

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 March 20, 2015 \_\_\_\_\_ 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 Receiver  
41 Buyer's recipient for delivery (optional): Terry and Elizabeth Kohl

42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

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: N35 W23877 Highfield Ct Suite 100B Pewaukee WI 53072  
50 Delivery address for Buyer: 1388 Mayfield Rd., Hubertus, WI 53033

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): rc@forseticonsulting.com  
56 E-Mail address for Buyer (optional): lizkohl@yahoo.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 246-276) other than those  
65 identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and \_\_\_\_\_

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

70 **CLOSING** This transaction is to be closed no later than March 31, 2015 or seven days after Court approval, whichever is later  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

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

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

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

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 WALKTHROUGH** 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. 99)~~  
 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, nitrate 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 Badgerland Financial [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within 15 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 20 years, amortized over not less than 20 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.**

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

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

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

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

219 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
220 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  
221 commitment.

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

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

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

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

**DEFINITIONS CONTINUED FROM PAGE 3**

- 245 ~~246 n. Defects in any septic system or other sanitary disposal system on the Property or out of service septic systems not~~  
~~247 closed/abandoned according to applicable regulations.~~
- 248 ~~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 ~~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 ~~256 q. Lack of legal vehicular access to the Property from public roads.~~
- 257 ~~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 ~~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 ~~262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~
- 263 ~~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 ~~265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.~~
- 266 ~~266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~
- 267 ~~267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~
- 268 ~~268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~
- 269 ~~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 ~~271 aa. Existing or abandoned manure storage facilities on the Property.~~
- 272 ~~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 ~~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 139-146).~~
- 277 ~~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 \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

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

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

328  other: \_\_\_\_\_

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

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

337 \_\_\_\_\_

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

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

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other \_\_\_\_\_  **CHECK ALL THAT APPLY**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ 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 22 days of acceptance, at ~~(Buyer's)~~ (Seller's)  **STRIKE ONE** ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of 21.90 acres, maximum of 22.10 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~~ A map of the property is included as Exhibit A.

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 <sup>by Receiver or designee.</sup> ~~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 <sup>Receiver's</sup> ~~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  
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 15 \_\_\_\_ 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 5 \_\_\_\_ 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** Buyer shall have the right to assign this Offer to Purchase to another any time prior  
527 to closing \_\_\_\_\_  
528 \_\_\_\_\_

529 ~~Property is being sold as is, where is, without any warranties or representations, express or implied, other than good title. Seller shall~~  
530 ~~convey the Property by Receiver's Deed. This Offer is contingent upon Seller receiving court approval from the Waukesha County~~  
531 ~~Circuit Court prior to closing. Closing to occur within 14 days of Court approval.~~  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_  
536 \_\_\_\_\_ on \_\_\_\_\_

537 (x) Terry Kohl TERRY KOHL 3-15-15  
538 Buyer's Signature ▲ Print Name Here ▶ Date ▲

539 (x) Elizabeth Kohl ELIZABETH KOHL 3-15-15  
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

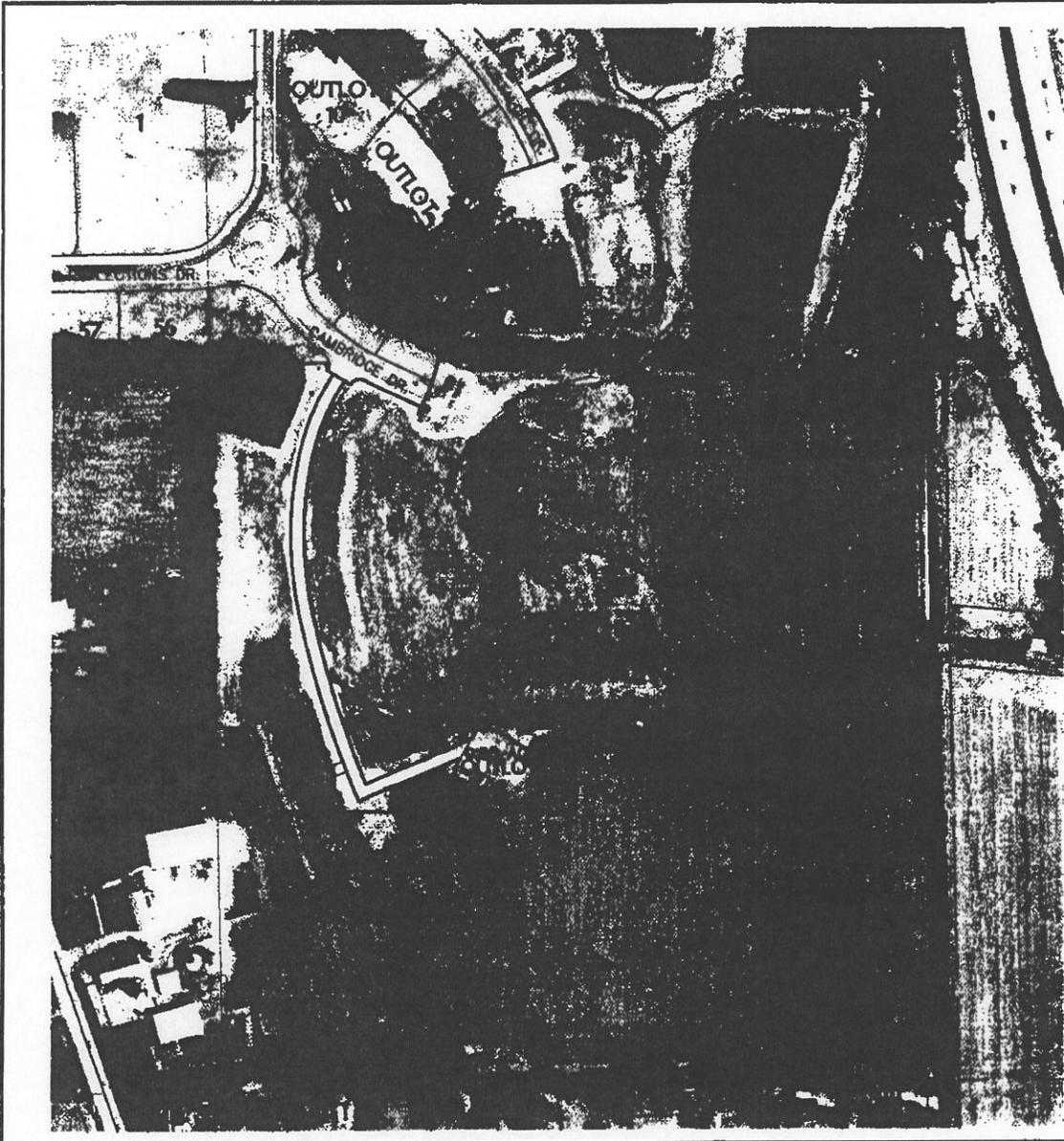
542 \_\_\_\_\_ Broker (by) \_\_\_\_\_  
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES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

546 (x) Ronald M Carlson Receiver 3-19-15  
547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) Ronald M Carlson Receiver  
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 ▲



**PROPERTY EXHIBIT  
REFLECTIONS VILLAGE**

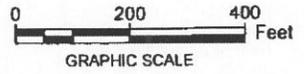
Situated on Town Line Road, in the Village of Richfield, Washington County, Wisconsin.

Part of Outlot 12, Reflections Village, being part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

February 20, 2015  
revised 3-4-15

Reflections Village

Survey No. 166291-BMJ



**R.A. Smith National, Inc.**  
*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-781-7373 www.ra-smithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA  
X 1162511mg S1119 1 1 OF 1  
1/20/15 10:15am RAC/SMW/ML

R.A. Smith National, Inc.

R.A. Smith National, Inc.

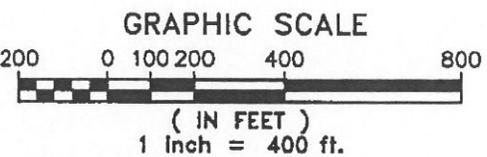
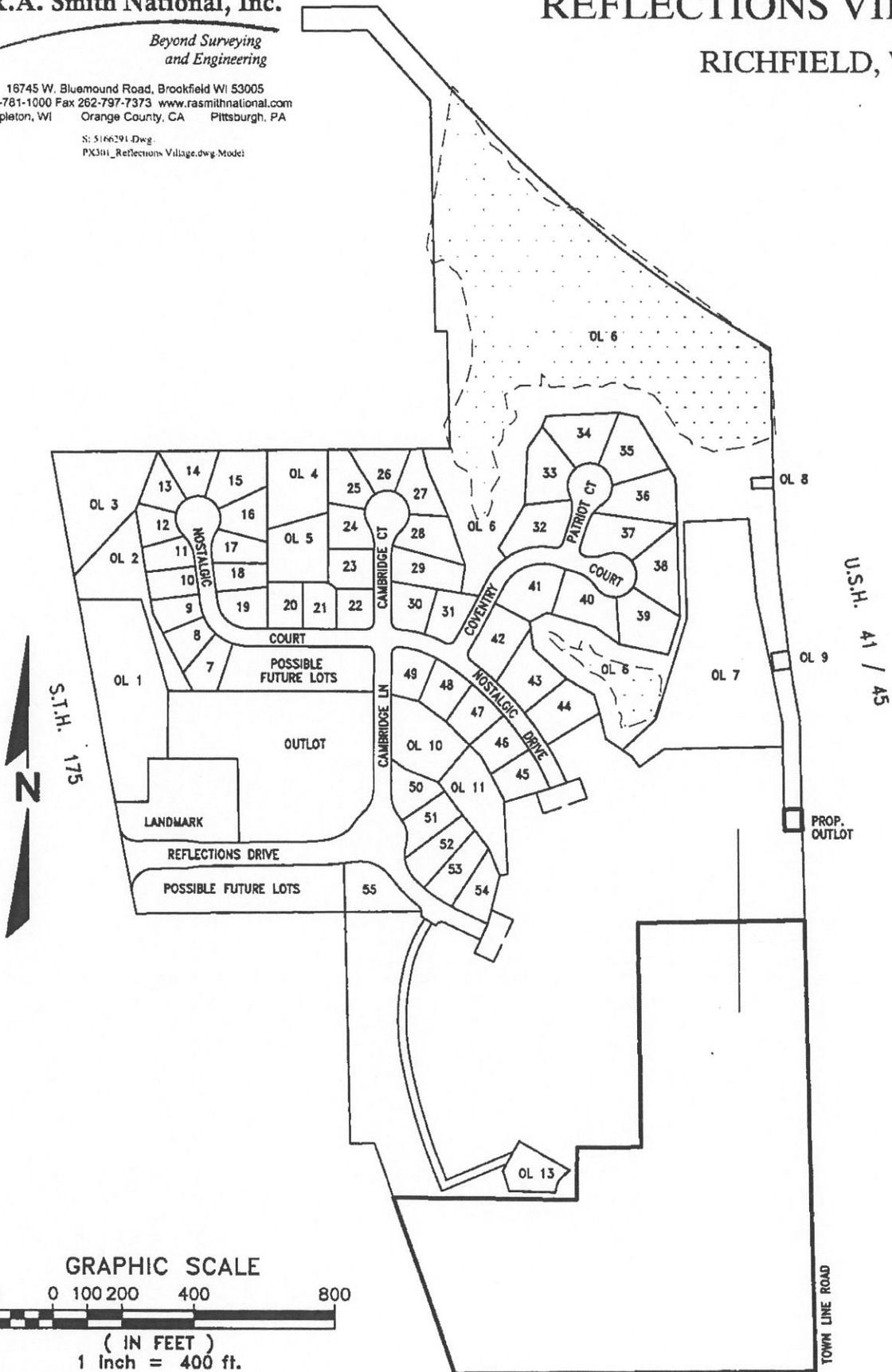
Beyond Surveying  
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

S: 5166291.Dwg  
PX301\_Reflections Village.dwg.Model

# REFLECTIONS VILLAGE

RICHFIELD, WI



MARCH 11, 2015

SHEET 1 OF 1

R.A. Smith National, Inc.

6 c



VILLAGE OF RICHFIELD  
PLAN COMMISSION COMMUNICATION FORM

6c.

MEETING DATE: December 1, 2016

SUBJECT: Certified survey map (CSM) – Reflections Village (Tax Keys: V10\_035400G & V10\_0355001)

DATE SUBMITTED: November 23, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND TO THE VILLAGE BOARD THE APPROVAL OF THE TWO-LOT CSM FOR REFLECTIONS RICHFIELD INVESTMENTS, LLC.?*

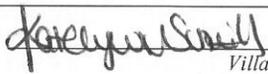
*ISSUE SUMMARY:*

The purpose of the CSM is to extend the lot lines of the Landmark Credit Union parcel [(CSM 6357) formerly Hartford Savings Bank] to incorporate the adjoining driveways and parking lots on both the north and easterly sides of the existing parcel. It was the original developer’s intent to subdivide a six (6) acre parcel located at the intersection of STH 175 and Reflections Drive into a commercial development to be known as “Village Square”. The parking lots would be central to the parcel with the balance being suitable for commercial development. However, after the now Landmark Credit Union building was erected, no further commercial development followed and ultimately, the property fell into receivership. Additionally, several amendments were made to the Declaration of Commercial Restrictions so that only the single commercial parcel which exists could never be expanded or enlarged.

The court-appointed Receiver for Reflections Richfield Investments, LLC has reached an agreement with the Village, the HOA and representatives of Landmark Credit Union whereby all existing paved surfaces, including driveways and parking lots, would be appended to the Landmark Credit Union property. Thereafter, any maintenance required of the paved surfaces would become the responsibility of Landmark Credit Union. The balance of the parcel would then be dedicated to the HOA and reserved as open space as noted on the face of the CSM. The proposed map essentially expands the Credit Union parcel to 2.1455 acres (Lot 1) and reduces Lot 2 to 4.0333 acres, respectively. Access to Lot 2 would continue to be provided from Cambridge Lane.

There are a number of easements on both subject properties which are described by the Village Engineer in his letter dated November 11, 2016. It is incorporated herein for your convenience. The Village Engineer has already worked with R.A. Smith National prior to this meeting and Mr. John P Casucci has addressed all concerns based on his revision date of November 7, 2016.

*FUTURE IMPACT AND ANALYSIS:*

REVIEWED BY:   
Village Deputy Treasurer

Forward to Village Board: Yes  
Additional Approvals Needed: Yes  
Signatures Required: Yes

*ATTACHMENTS:*

- 1. CSM, dated November 7, 2016
- 2. Village Engineer's review letter dated November 11, 2016
- 3. Washington County GIS aerial overview



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: December 1, 2016

SUBJECT: Certified survey map (CSM) - Reflections Village (Tax Keys: V10\_035400G & V10\_0355001)

DATE SUBMITTED: November 23, 2016

SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the approval of the proposed two-lot CSM, for properties identified by Tax Keys V10\_035400G and V10\_0355001, subject to the General Conditions of Approval listed below which must be satisfied before the CSM is released for recording by Washington County.

General Conditions of Approval:

- 1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:

Signature of Village Staff Member and Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

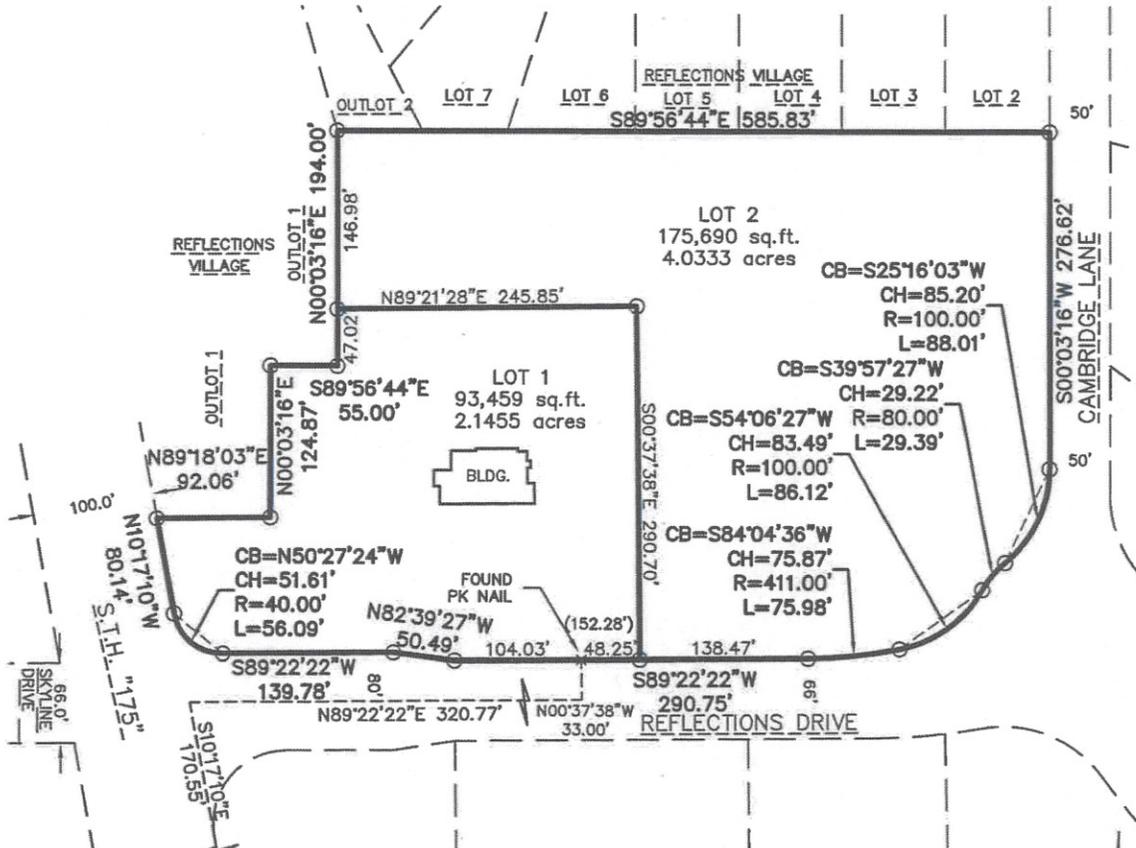
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

SEE SHEET 2 & 3 FOR EASEMENTS

- INDICATES 1" SET PK NAIL
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.  
 ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 13, T 9 N, R 19 E, WHICH BEARS S89°22'22"W. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

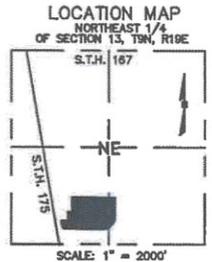
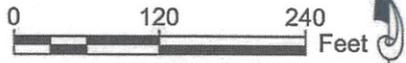


SW COR OF NE 1/4 OF SEC. 13-9-19 FOUND BRASS CAP MONUMENT

SE COR OF NE 1/4 OF SEC. 13-9-19 FOUND BRASS CAP MONUMENT

OWNERS:  
 REFLECTIONS RICHFIELD INVESTMENTS, LLC  
 311 EAST WISCONSIN AVE.  
 OCONOMOWOC, WI. 53066

LANDMARK CREDIT UNION  
 5445 S. WESTRIDGE DR.  
 NEW BERLIN, WI. 53151



**R.A. Smith National, Inc.**

*Beyond Surveying and Engineering*

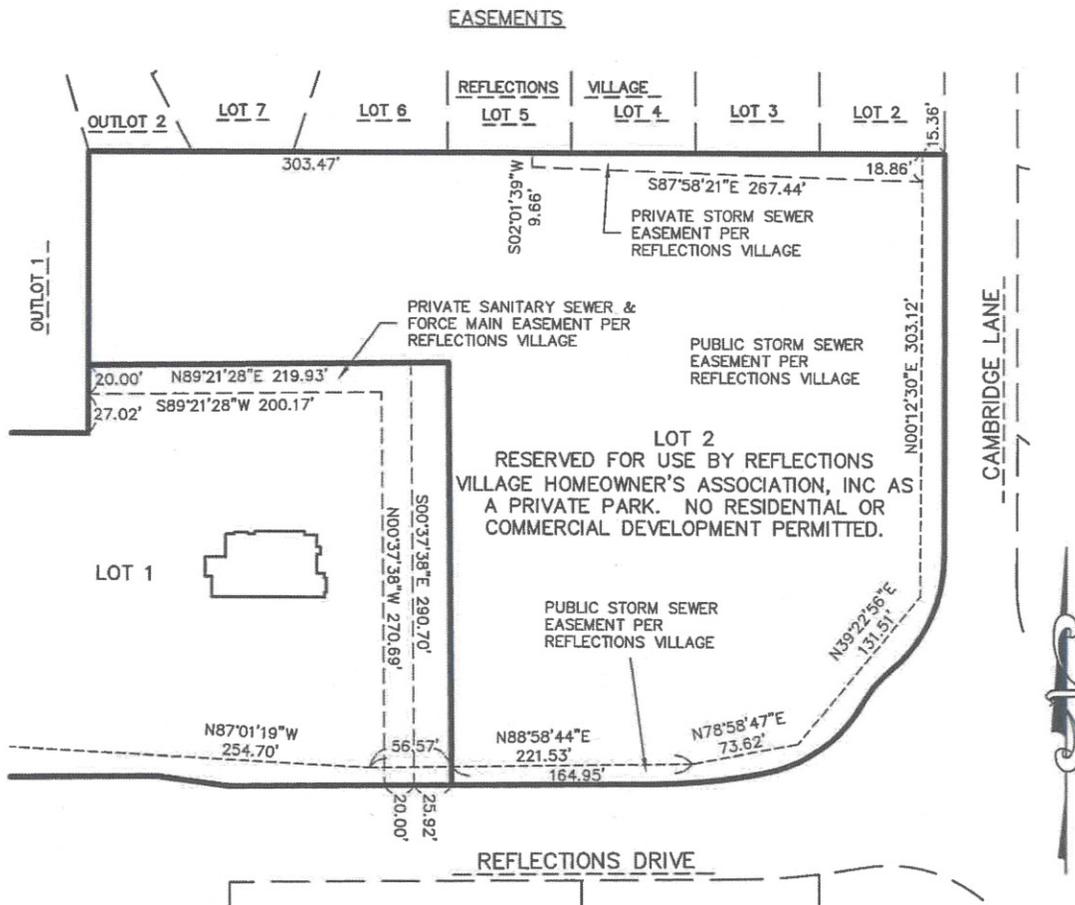
16745 W. Bluemound Road, Brookfield WI 53005  
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
 Appleton, WI Irvine, CA Pittsburgh, PA

S:\3166763\dwg\CS201L.dwg SHEET 1

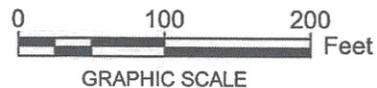
REV 11-7-16

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.



WISCONSIN  
10-28-16  
JOHN P. CASUCCI  
S-2055  
DCCNKMOWC  
WI  
John P. Casucci  
Rev 11-7-16



R.A. Smith National, Inc.

Beyond Surveying  
and Engineering

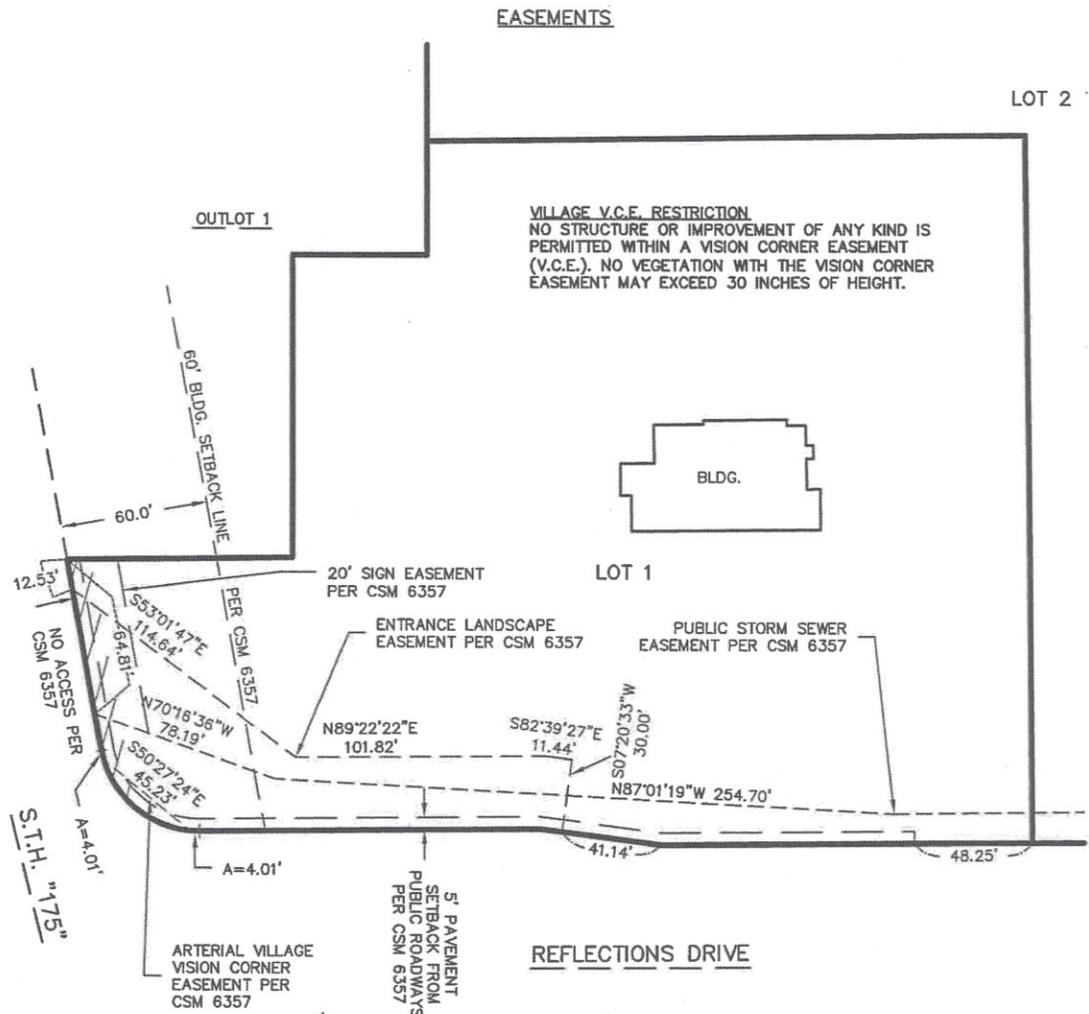
16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI    Irvine, CA    Pittsburgh, PA

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CS2011.dwg/SHEET 2

SHEET 2 OF 7 SHEETS

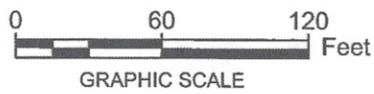
CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.



WISCONSIN  
10-28-16  
JOHN P. CASUCCI  
S-2055  
OCONOMOWOC, WIS.  
LAND SURVEYOR

*John Casucci*  
Rev 11-7-16



**R.A. Smith National, Inc.**  
Beyond Surveying and Engineering  
16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Irvine, CA Pittsburgh, PA  
S:\166703\dwg\CS201L.dwg SHEET 3

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village Subdivision, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN     }  
                                      :SS  
WAUKESHA COUNTY       }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village Subdivision, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, which is described as follows:

Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village Subdivision, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County

Said lands contain 269,149 square feet or 6.1788 acres

THAT I have made the survey, land division and map by the direction of Reflections Richfield Investments, LLC , and Landmark Credit Union, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the Village of Richfield Subdivision Regulations in surveying, dividing and mapping the same.

OCTOBER 28, 2016  
DATE  
REV 11-7-16



*John P. Casucci* (SEAL)  
JOHN P. CASUCCI  
PROFESSIONAL LAND SURVEYOR S-2055



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lot 1 in Certified Survey Map No. 6357 and Lot 1, in Reflections Village Subdivision, being a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin.

OWNER'S CERTIFICATE  
Of Proposed Lot 2

Reflections Richfield Investments, LLC , a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner of Lot 1, Reflections Village, certify that said company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of chapter 236 of the Wisconsin State Statutes and the Ordinances

of the Village of Richfield on this \_\_\_\_\_ day of \_\_\_\_\_, 26 \_\_\_\_\_.

Ronald M. Carlson  
Court Appointed Receiver  
Reflections Richfield Investments, LLC

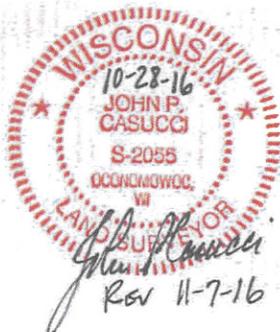
\_\_\_\_\_

STATE OF WISCONSIN        }  
  } :SS  
\_\_\_\_\_ COUNTY        }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the

above named Ronald M. Carlson, Court Appointed Receiver of Reflections Richfield Investments, LLC to me known to be the person who executed the foregoing instrument by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_







1115 S. Main Street  
West Bend, WI 53095  
262-384-4406  
kunkelengineering.com

November 11, 2016

Mr. James Healy, Administrator  
Village of Richfield  
4128 Hubertus Road  
Hubertus, WI 53033

**Re: Reflections Village - Certified Survey Map**

Dear Jim:

Our office is in receipt of a two lot Certified Survey Map (CSM) proposed within the Reflections Village Subdivision, submitted under the seal of John P. Casucci, RLS, of RA Smith National. The proposed map is dated October 28, 2016, revised November 7, 2016. Reflections Richfield Investments LLC originally developed the Reflections Village Subdivision, including both the residential subdivision component as well as the subject parcel known as Village Square for commercial purposes.

**BACKGROUND**

The purpose of the CSM is to extend the lot lines of the Landmark Credit Union parcel (CSM 6357) to incorporate the adjoining driveways and parking lots on both the north and easterly sides of the existing parcel. It was the original developer's intent to subdivide a six acre parcel located at the intersection of STH 175 and Reflections Drive into a commercial development to be known as Village Square. The parking lots would be central to the parcel with the balance being suitable for commercial development. However, after the Landmark Credit Union building was erected, no further commercial development followed and ultimately, the property fell into receivership.

The court appointed receiver for Reflections Richfield Investments LLC has reached an agreement with the Village, the HOA and representatives of Landmark Credit Union whereby all existing paved surfaces, including driveways and parking lots, would be appended to the Landmark Credit Union property. Thereafter, any maintenance required of the paved surfaces would become the responsibility of Landmark Credit Union. The balance of the parcel would be dedicated to the HOA and reserved as open space. The proposed map essentially expands the Credit Union parcel to 2.1455 acres (Lot 1) and reduces Lot 2 to 4.0333 acres. Access to Lot 2 would continue to be provided from Cambridge Lane.

**EASEMENTS**

There exists a number of easements that run along and through the lots being created via the proposed CSM. They are as follows:

- Storm sewer easement, varying widths, that run along the right-of-way lines of both Reflections Drive and Cambridge Drive and internally within Lot 2 from the midpoint of Lot 5 to Cambridge Lane (per CSM 6357).

- An arterial Village vision corner easement at the intersection of STH 175 and Reflections Drive (per CSM 6357).
- A 20 foot sign easement, per CSM 6357, abutting the STH 175 right-of-way.
- A 20 foot wide sanitary sewer and force main easement extending from Reflections Drive to the north and west within Lot 1 of the CSM, Landmark Credit Union parcel.
- An entrance landscape easement, per CSM 6357, within Lot 1 abutting the right-of-ways of STH 175 and Reflections Drive.

Please note that the existing easements are required to be maintained for their established uses in perpetuity by the owners of Lot 1 and Lot 2, respectively.

**CONCLUSIONS & RECOMMENDATIONS**

The proposed Certified Survey Map appears to meet the objectives of the Village of Richfield, the Reflections Village HOA, Landmark Credit Union and has been sanctioned by the court appointed receiver, Mr. Ronald Carlson, on behalf of Reflections Richfield Investments LLC. Moreover, the proposed Certified Survey Map, as revised, meets the requirements of the Village of Richfield Code of Ordinances. As an aside, Richfield's Municipal Code 66.05(b)(10) requires existing and proposed contours to be included on the map. The Registered Land Surveyor has provided the original grading plan for the parcel as attached in satisfaction of this requirement.

Therefore, we recommend that the proposed Certified Survey Map be approved by the Village of Richfield subject to the following conditions:

- 1) That the original documents be executed by and between the parties named within the CSM and recorded at the Washington County Courthouse; and
- 2) Any other requirements as set forth by either the Village Plan Commission or Village Board.

Jim, this concludes my review of the proposed Certified Survey Map within Reflections Village. Should you, Plan Commission Members or the Village Board have any questions, comments or concerns please contact me at your earliest convenience.

Sincerely,

KUNKEL ENGINEERING GROUP



Craig J Kunkel, PE

attachment

cc: Mr. John P. Casucci, RLS



