City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 14, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR

https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTVnZlZz09

Meeting ID: 822 1486 0406
Passcode: 53538

Dial by Location
+1 312 626 6799

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

1. **Call meeting to order**

2. **Roll call**

3. **New Business**
   a. Review and possible action relating to the **minutes of the September 23, 2025, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
   b. Review and possible recommendation to the City Council relating to a **Certified Survey Map**, for the property located at 1200 Janesville Ave. (CSM-2025-09) (Draeger, Director of Neighborhood and Building Services)
   c. Update on previously approved projects (Houseman)

4. **Adjournment**

Date Posted: October 9, 2025

CC: Plan Commission, City Council; City Staff; City Attorney; News Media; Fort Atkinson School District; Fort Atkinson Chamber of Commerce

Notice is hereby given that a majority of the Fort Atkinson City Council may be present at this meeting at the location and time indicated above to gather information about any subject

matters on this agenda over which they have decision-making responsibility. This may constitute a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d. 553, 494 N.W.2d 408 (1993), and must be noticed as such although the City Council will not take any formal action at this meeting.

Visit us online! City news and information can be found at www.fortatkinsonwi.gov, and be sure to follow us on Facebook @FortAtkinsonWI.

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PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 23, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR

MINUTES

1. Call meeting to order

Chairperson Manager Houseman called the meeting to order at 4:00 pm.

2. Roll call

Present: Commission members Ciccarelli, Kessenich, Shull, Council Rep Schultz, Director of Public Works Navin and City Manager Houseman. Also present: Director of Neighborhood Services, City Attorney and City Clerk/Treasurer/Finance Director.

3. New Business

a. ***Public Hearing*** *relating to a request for a Zoning Map Amendment to change the zoning district for the property located at 525 Jefferson St. (226-0614-3433-017) from Urban Mixed Use (UMU) to Medium Industrial (MI) (ZMA-2025-12)*

Director Draeger introduced the Zoning Map Amendment request to change the zoning for 525 Jefferson Street. The existing 1.82-acre site is located at 525 Jefferson Street and has an existing +/-34,000 square foot building that previously housed a sales and manufacturing operation, and is now vacant. Formerly, this site consisted of three different parcels that have since been combined. The applicant is proposing a Zoning Map Amendment from the existing zoning of Urban Mixed Use to the proposed zoning of Medium Industrial. This land use includes commercial, mixed-use, residential, community facilities, and parks. This designation further aligns with the UMU zoning district that was assigned to the properties during the rewrite process. However, it does not align with the proposed Zoning Map Amendment to Medium Industrial. The applicant is proposing a Zoning Map Amendment that does not align with the City's Comprehensive Plan and thus cannot be approved because, according to state law, the City cannot approve a Zoning Map Amendment that is inconsistent with its Comprehensive Plan. Overall, the proposed Zoning Map Amendment does not meet the requirements of the City's ordinances and is not in alignment with adopted City plans. If the applicant were to seek a Comprehensive Plan Amendment, and it were to be adopted, the Zoning Map Amendment could potentially be accomplished in the future.

The Public Hearing was opened at 4:06 pm.

Caroline Murphy of Godfrey & Kahn, representing the applicant, spoke. She commented on the 'downzoning' of the property. Her second point was regarding the comprehensive plan as it was a previously permitted use prior to the update of the Comprehensive Plan. She disagreed with the staff recommendation that the request does not align with future land use.

The Public Hearing was closed at 4:09 pm.

b. *Review and possible action relating to the **minutes of the September 9, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
Ciccarelli moved, seconded by Schultz to approve the minutes of the September 9, 2025 Plan Commission meeting. Motion carried.

c. *Review and possible recommendation to the City Council relating to a **Zoning Map Amendment** to change the zoning district for the property located at 525 Jefferson St. (226-0614-3433-017) from Urban Mixed Use (UMU) to Medium Industrial (MI) to accommodate the future sale of the property (ZMA-2025-12) (Draeger, Director of Neighborhood Services)*
Director Draeger reiterated the applicant is proposing a Zoning Map Amendment that does not align with the City's Comprehensive Plan and thus cannot be approved because, according to state law, the City cannot approve a Zoning Map Amendment that is inconsistent with its Comprehensive Plan. Overall, the proposed Zoning Map Amendment does not meet the requirements of the City's ordinances and is not in alignment with adopted City plans. If the applicant were to seek a Comprehensive Plan Amendment and it were to be adopted, the Zoning Map Amendment could potentially be accomplished in the future. Staff recommends denial of the request as it is not consistent with the City's Comprehensive Plan. In particular, the Future Land Use Map designation of the subject property as Planned Mixed Use does not include industrial land uses and thus a Zoning Map Amendment to Medium Industrial would be inconsistent with the plan.

Kessenich asked what is defined by 'Artisan Production Shop' in this zoning. Draeger stated small production is similar to jewelry, bait and tackle, production that has medium impact on the neighborhood.

Ciccarelli referenced the zoning map and similarly shaded zoned properties adjacent to subject property being more residential. Ciccarelli supports the current zoning stating it appears appropriate for the block and surrounding area as it is heavily residential with park space.

Schultz asked if the underlining request is to aid in the sale of the property. Houseman confirmed the rezoning request is to allow greater use of the property for the current or future owner.
Kessenich moved, seconded by Ciccarelli to recommend that the City Council deny the Zoning Map Amendment request from UMU to MI for property located at 525 Jefferson

Street because the proposed Zoning Map Amendment is not consistent with the City's Comprehensive Plan. Motion carried unanimously.

*d. Review and possible action on a **Site Plan Review** for an addition at Jones Dairy Farm located at 800 Jones Ave. (SPR-2025-25) (Draeger, Director of Neighborhood Services)*
Director Draeger presented the Site Plan Review for Jones Dairy Farm, which owns several properties and structures located on the southwest side of Fort Atkinson. This very small-scale expansion would allow them to utilize more of the existing lot and accommodate the necessary equipment for their boiler room. The subject property is about 20-acres in size and includes one of their main operation facilities. The proposed project includes a small addition onto an existing building that fronts the Glacial River Trail and Janesville Avenue. It is being requested to accommodate a new deaerator room on the existing boiler room building. The proposed disturbance area impacts only approximately 3,000 sf and includes a 342 square foot building addition and ground-level mechanical to be placed on a concrete pad. No other changes are proposed to the site. This request is compliant with the Comprehensive Plan.

Ciccarelli moved, seconded by Kessenich to approve the Site Plan Review for an addition at Jones Dairy Farm located at 800 Jones Avenue. Motion carried unanimously.

*e. Review and possible recommendation to the City Council relating to an **Extraterritorial Certified Survey Map** for the property located at W6184 Star School Road (CSM-2025-06) (Draeger, Director of Neighborhood Services)*
Director Draeger discussed that the property owner at W6184 Star School Road would like to break off a 2 acre parcel from the parent parcel along Star School Road in the Town of Koshkonong a 40.08 acre parcel. This is within the 3-mile extraterritorial area of the City of Fort Atkinson and also within the 1.5-mile radius requiring a recommendation from the Plan Commission and approval by the City Council. The parcel has been rezoned to A-3, pending approval of the CSM. City staff find that the proposed Certified Survey Map for the 2-acre parcel to be zoned A-3 is consistent with the goals of the Comprehensive Plan.

Schultz moved, seconded by Kessenich to recommend the City Council waive the requirement for the road dedication and approve the Certified Survey Map. Motion carried unanimously.

f. Update on previously approved projects (Houseman)
Manager Houseman provided the following updates: Site plans have not been submitted for Klement Industrial Park projects, construction on Ridge View Estates continue, Maple Grove Street lots are all sold with construction anticipated this year, Habitat for Humanity construction is ongoing on Schumacher Way.

Ciccarelli asked about street repairs on Business 26. Houseman confirmed this is a Town or County project to repair sections.

Kessenich asked about McGee's Chicken, which was anticipated on Main Street. No updates available. Inquired about Blackhawk Senior Living, as they have a dumpster. Staff

said it seems to be general clean-up and potentially making space for joint ventures with the Chamber.

4. Adjournment

Ciccarelli moved, seconded by Schultz to adjourn. Meeting adjourned at 4:31 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer/Finance Director

City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

Preliminary CSM Review
REPORT TO THE PLAN COMMISSION

DATE: October 14, 2025
PROPERTY ADDRESS:1200 Janesville Ave.
PARCEL NUMBER: 226-0514-0921-005
OWNER: ADAD Carwashes LLC
APPLICANT: ADAD Carwashes LLC

FILE NUMBER: CSM-2025-09
EXISTING ZONING: Urban Mixed Use (UMU)
PROPOSED ZONING: No Change
EXISTING LAND USE: Car wash
REQUESTED USES: No change

BACKGROUND

Sections 70.05.04 and 70.06.03 of the City of Fort Atkinson Land Division and Development Ordinance outline the requirements for the Plan Commission and City Council to review and approve the Certified Survey Map (CSM) to ensure conformance with all ordinances and plans.

REQUEST OVERVIEW

City staff received an application from ADAD Carwash LLC requesting approval of a Certified Survey Map (CSM) to combine their existing parcel with a small, unused portion of adjacent City-owned property located along the Janesville Ave portion of the bike path.

The current property owner purchased the car wash business and site unaware that a portion of the existing queuing lane had been constructed on City-owned property by a previous owner. Additionally, the current site layout does not meet the required setback for paved surfaces under the applicable zoning district standards.

The distance from the existing pavement to the bike path is approximately 25 feet. The existing property line is located 40 feet from the bike path, and if approved, the new property line would be 15 feet from the bike path. It should be noted that the current separation between the two paved surfaces will not, and cannot, legally change due to the required 10-foot buffer for paved areas.

The portion of City-owned property to be purchased is approximately 3,379 square feet. The owner submitted an offer to purchase the area at $0.50 per square foot ($1,689.50 total), and the City countered at $1.50 per square foot ($5,068.50 total). Approval of the proposed CSM would facilitate the future sale and transfer of the City-owned land to the business owner, thereby correcting the encroachment, establishing proper lot boundaries, and allowing the current property owner to reopen the vacant car wash business.

Public Notice is not required for certified survey maps.

DISCUSSION

Staff has reviewed the proposed CSM and finds it consistent with the City's Land Division and Development and Zoning Ordinances. The following points summarize the rationale for supporting the request:

1. **Resolution of Encroachment**
   The CSM will correct a longstanding encroachment issue created under previous ownership by redefining the property boundaries to reflect existing site improvements.

2. **Limited Public Use of City Property**
   The City-owned area proposed for conveyance has no independent development potential and is not needed for any current or future public improvements or utility purposes.

3. **Advancement of Code Compliance**
   The proposed lot reconfiguration will allow the business owner to bring the property into compliance with zoning standards, including required setbacks for paved surfaces and site design regulations.

4. **Support for Ongoing Business Operations**
   The car wash, if reopened, would be an active business that contributes to local employment and the City's commercial tax base. The revised lot configuration will ensure the continued safe and functional operation of the site.

5. **Coordination with Future City Council Action**
   Approval of the CSM by the Plan Commission is a prerequisite step that will enable the City Council to consider final approval of both the CSM and the subsequent sale of the property. The sale price, based on the City's counteroffer, ensures fair compensation to the City, with the purchaser responsible for all associated survey and land transfer costs.

The current parcel is in the Janesville Ave. Business District Planning Area and is located in the Community Commercial area within the map. Opportunities within the Janesville Ave Business District include: Regional Entertainment Center, Community Serving retail & dining redevelopment, some industrial relocation, Fireside Theater gifts and high-end hospitality, development design standards & access control, and landscaping and street enhancements.

FIGURE: 2.18

JANESVILLE AVE BUSINESS DISTRICT PLANNING AREA

CITY OF FORT ATKINSON FUTURES OPEN HOUSE

The subject parcel is planned to remain a car wash and to continue to be used for commercial purposes. City Staff believe the proposed Certified Survey Map is in concert with the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends that the Plan Commission recommend the City Council approve this Certified Survey Map facilitating the sale of 3,379 square feet of City-owned property adjacent to the existing car wash site, with the following conditions:

- Apply an area inset map to the Final Certified Survey Map, and
- Any other comments from the Plan Commission.

ATTACHMENTS

1. Application Materials
2. 2025-09-19 Final CSM 125-274 MR D CARWASH
3. Offer to Purchase Letter
4. Offer to Purchase_9.22.25

5. Counter Offer_9.26.25
6. Area Map
7. City Portion Legal Description

FORT • ATKINSON

CITY OF FORT ATKINSON, WISCONSIN

Application for Land Division

Date of Application: 08/21/2025

Property Owner/Applicant: ADAD CARWASHES LLC

Address of Property: 1200 JANESVILLE AVE FORT ATKINSON, WI 53538

Mailing Address: 12033 W WILBUR AVE GREENFIELD, WI 53228

Phone Number: 414-698-4896

Email: davtoor@gmail.com

Current Zoning: UMU

Requested Zoning: UMU

Narrative of Proposed Use: Car wash

Surveyor: Combs & Associates

✓ Preliminary Certified Survey Map
____ Subdivision Preliminary Plat

____ Certified Survey Map
____ Subdivision Final Plat

$10/lot or $100 maximum filing fee paid on: _____

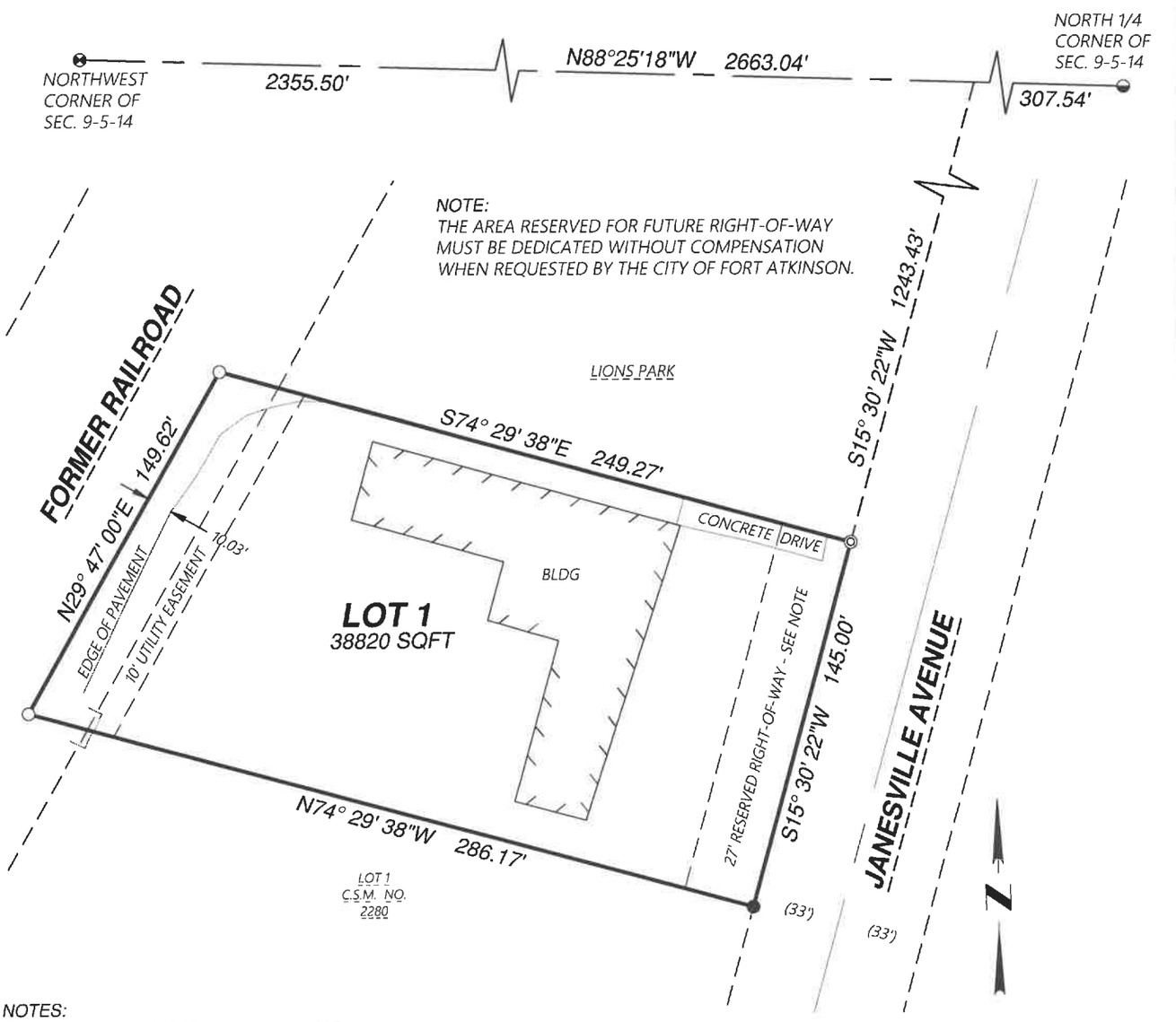
(Planning Commission reviews request and makes recommendation to City Council; City Council reviews recommendation and approves or denies land division.)

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

LEGEND

- FOUND 3/4" IRON PIN
- FOUND 1" IRON PIPE
- FOUND ALUMINUM MONUMENT
- FOUND SURVEY SPIKE
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)



NOTES:
FIELDWORK COMPLETED AUGUST 28, 2025.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, JEFFERSON COUNTY. THE NORTH LINE OF THE NORTHEAST QUARTER SEC. 9-5-14 BEARS N88°25'18"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

GRAPHIC SCALE: 1" = 60'

0 30' 60' 90'

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 1 OF 4

Combs & ASSOCIATES LLC
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com
tel: 608-752-0575
fax: 608-752-0534

- LAND SURVEYING
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CORPORATE OWNER'S CERTIFICATE

ADAD CAR WASHES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. IN WITNESS WHEREOF, THE SAID ADAD CARWASHES, LLC

HAS CAUSED THESE PRESENTS TO BE SIGNED BY

DAVINDER TOOR ITS OWNER

AT _____ , _____.
(CITY) *(STATE)*

*X*_____
(SIGNATURE)

STATE OF WISCONSIN}
COUNTY OF _____} *SS.* *PERSONALLY CAME BEFORE ME THIS* _____ *DAY OF* _____ , *20*____ ,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

NOTARY PUBLIC, _____ *COUNTY, WISCONSIN X* _____

MY COMMISSION EXPIRES _____

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For: MR.D CARWASH, LLC

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CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE N88°25'18"W ALONG THE NORTH LINE OF SAID SECTION 307.54 FEET; THENCE S15°30'22"W 1243.43 FEET TO THE POINT OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING S15°30'22"W ALONG THE WESTERLY LINE OF JANESVILLE AVENUE 145.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP; THENCE N74°29'38"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED 286.17 FEET TO AN IRON REBAR MONUMENT; THENCE N29°47'00"E 149.62 FEET TO AN IRON REBAR MONUMENT BEING ON AN EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2; THENCE S74°29'38"E ALONG SAID EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 249.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

Project No. 125 - 274
For: MR.D CARWASH

SHEET 4 OF 4

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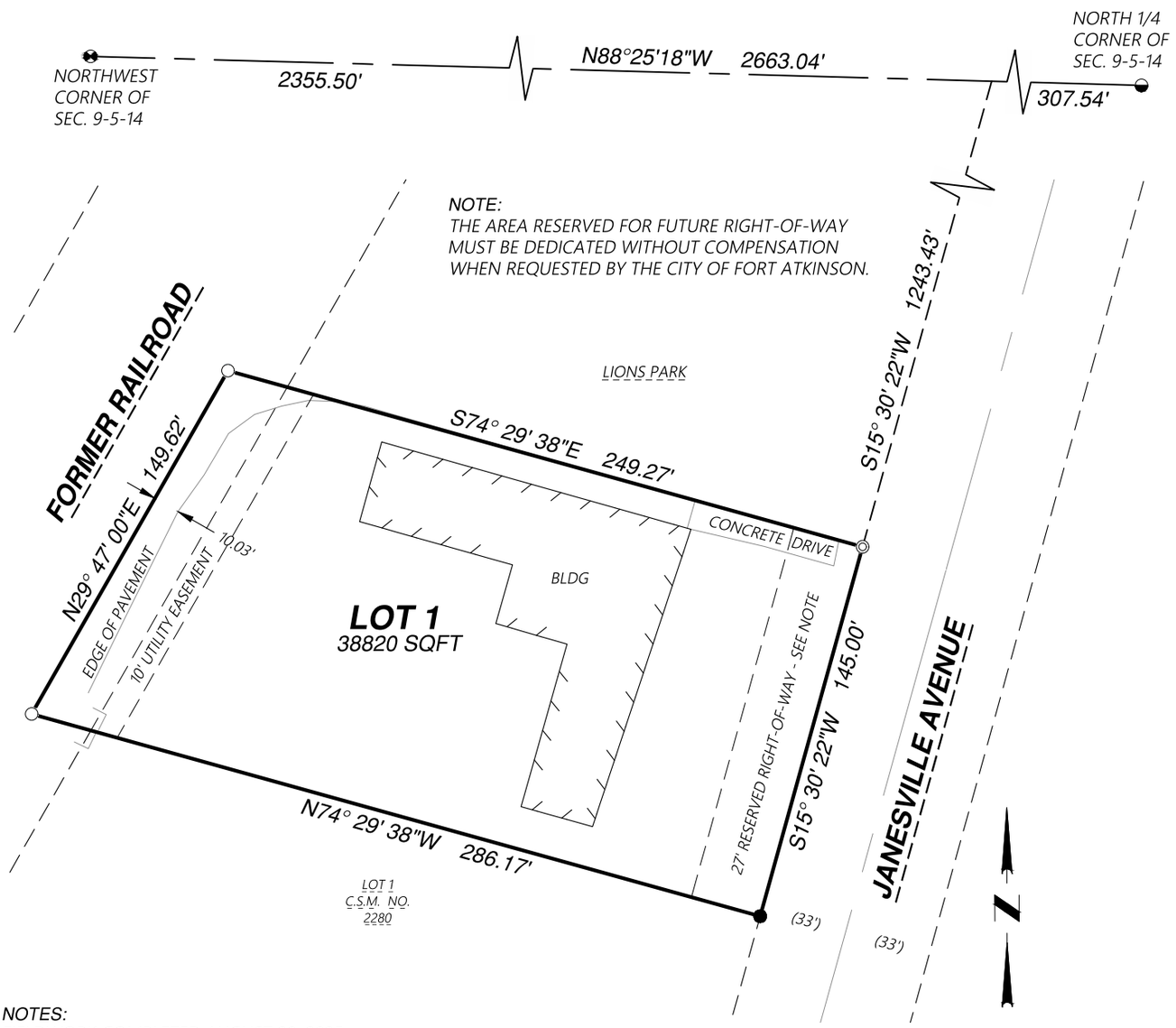

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DAVINDER TOOR ITS OWNER

AT _____ , _____.
(CITY) (STATE)

X_____
(SIGNATURE)

STATE OF WISCONSIN}
COUNTY OF _____} SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ , 20____ ,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN X _____

MY COMMISSION EXPIRES _____

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CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 3 OF 4

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COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE N88°25'18"W ALONG THE NORTH LINE OF SAID SECTION 307.54 FEET; THENCE S15°30'22"W 1243.43 FEET TO THE POINT OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING S15°30'22"W ALONG THE WESTERLY LINE OF JANESVILLE AVENUE 145.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP; THENCE N74°29'38"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED 286.17 FEET TO AN IRON REBAR MONUMENT; THENCE N29°47'00"E 149.62 FEET TO AN IRON REBAR MONUMENT BEING ON AN EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2; THENCE S74°29'38"E ALONG SAID EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 249.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

Project No. 125 - 274
For: MR.D CARWASH

SHEET 4 OF 4

Combs & Associates Inc
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608-752-0575
fax: 608-752-0534

City of Fort Atkinson
101 N Main St, Fort Atkinson, WI 53538
Subject: Offer to Purchase City-Owned Property at 1200 Janesville Avenue

September 22, 2025

Dear City of Fort Atkinson,

This letter serves as a formal offer to purchase a portion of city-owned property located at the rear of my property, identified as 1200 Janesville Avenue, Fort Atkinson, WI. The specific area in question amounts to 3,379 square feet. In response to your request to base the purchase price on a per-square-foot cost derived from recent sales of vacant commercial land in the area, I am proposing a purchase price of **$0.50 per square foot**.

The total offer for the 3,379 square-foot parcel is **$1,689.50**.

Justification for the Proposed Price

In real estate appraisal, a property's value is determined by its "highest and best use"—the most probable, legally permissible, and financially feasible use for the land. A review of recent land sales in the area shows a wide range of values, demonstrating that the market differentiates based on a parcel's utility. For example, a vacant, prime urban lot in a highly valuable location may sell for over $20 per square foot, while large, undeveloped agricultural parcels in the county are valued at a much lower rate, sometimes as little as $0.14 per square foot.

The subject parcel at 1200 Janesville Avenue is currently utilized as a parking lot, a use which encroaches on public land. It is a landlocked remnant that cannot be independently developed, as it lacks street frontage and a conforming shape for new construction. For the City, this parcel is best described as "non-marketable surplus" property—land that has no market value on its own and can only be sold to the abutting property owner. The value of such a parcel is a "contributory value" to the adjacent property, and the sale, in effect, serves to "cure" a pre-existing non-conforming condition.

This valuation is further supported by a relevant precedent from Jefferson County where surplus land was conveyed to a private party via a quit claim deed at a price of approximately $7,000 per acre, which equates to roughly $0.16 per square foot.[1]

Therefore, a price of **$0.50 per square foot** is a fair and defensible offer. It is a small fraction of the value of prime, buildable land, but a significant premium over larger agricultural tracks, and provides a premium to the valuation of other low-utility lands in the area. This price

correctly acknowledges the parcel's limited use and lack of independent development

By accepting this offer, the City of Fort Atkinson can successfully dispose of a non-marketable asset in a manner that is both transparent and justifiable and correct a long standing issue with the lot lines of the property. I am prepared to move forward with the formal purchase process, including any required public hearings or administrative steps.

Sincerely,

Davinder Toor
ADAD Carwashes LLC
1200 Janesville Avenue
Fort Atkinson, WI 53538

Sale Cited

1. OFFICIAL PROCEEDINGS OF THE BOARD OF SUPERVISORS JEFFERSON COUNTY WISCONSIN 2023-2024 (pg 52)- Revize, accessed September 15, 2025, https://cms4files.revize.com/jeffersoncountynew/County%20Board/OFFICIAL%20PROCEEDINGS%20OF%20THE%20BOARD%20OF%20SUPERVISORS%202023-2024.pdf

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON September 22, 2025 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** **STRIKE THOSE NOT APPLICABLE**

The Buyer, ADAD Car Washes LLC,
offers to purchase the Property known as land described in Exhibit A and included in proposed CSM, Exhibit B
[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach as an addendum per line 682] in the City of Fort Atkinson, County of Jefferson Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is One thousand Six Hundred Eighty Nine and 50/100 Dollars ($ 1,689.50).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

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

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: None

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an addendum per line 682.

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

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

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

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

CLOSING This transaction is to be closed ~~on~~ 15 days after acceptance
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ N/A accompanies this Offer.
If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ N/A will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: None _____. 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 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

~~**VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.~~

~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____~~

~~_____~~

~~_____~~ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load−bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out−of−service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out−of−service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners’ association; or the Property is not a condominium unit and there are common areas associated with the Property that are co−owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights−of−way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use−value assessment conversion charge; or payment of a use−value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners’ association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry.

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

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

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

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

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____
_____
_____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must 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 Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: _____
_____.

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:
☐ electricity_____; ☐ gas _____; ☐ sewer_____;
☐ water_____; ☐ telephone_____; ☐ cable _____;
☐ other_____.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____
_____
_____ STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

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

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

N/A **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

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

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

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

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

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

N/A **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

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

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

N/A **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

(2) _____

_____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
[N/A] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____
no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
[N/A] **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____
_____ (name other contingencies, if any); and
(3) Any of the following checked below:
[ ] Proof of bridge loan financing.
[ ] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other:_____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
[N/A] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) [STRIKE ONE] ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
[X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
[ ] Current assessment times current mill rate (current means as of the date of closing).
[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
[ ] _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____ _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

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

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

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

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

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

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

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

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

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

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

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

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES _____

Buyer to obtain title commitment, if requested, at its own cost. Purchase is contingent upon approval of CSM, Exhibit B, by applicable governing authorities.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 664-679.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 666 or 667.
Name of Seller's recipient for delivery, if any:_____
Name of Buyer's recipient for delivery, if any: Davinder Toor
[ ] (2) Fax: fax transmission of the document or written notice to the following number:
Seller: (_____) _____ Buyer: (_____) _____
[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 675 or 676.
[ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.
Address for Seller: _____
Address for Buyer: _____
[X] (5) Email: electronically transmitting the document or written notice to the email address.
Email Address for Seller: _____
Email Address for Buyer: dtoor@cwguys.com

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

[X] **ADDENDA:** The attached Exhibit A and Exhibit B is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Brian R. Zimmerman, Hurtado Zimmerman SC

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

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

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

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

(x) _____ 9/22/25
Buyer's Signature▲ Print Name Here► ADAD Car Washes LLC, by Davinder Toor Date▲

(x) _____
Buyer's Signature▲ Print Name Here► Date▲

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

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

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

This Offer was presented to Seller by [Licensee and Firm] _____
_____ on _____ at _____ a.m./p.m.
This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials▲ Date▲ Seller Initials▲ Date▲

EXHIBIT A

· Land Surveying
· Land Planning
· Civil Engineering

SEPTEMBER 18, 2025

TO: City of Fort Atkinson

RE: Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887; THENCE S29°47'00"W 149.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE N74°29'38"W 23.30 FEET; THENCE CONTINUING N29°47'00"E 149.62 FEET; THENCE S74°29'38"E 23.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3379 SQUARE FEET

Project No. 125-274-for-Mr.D's CARWASH

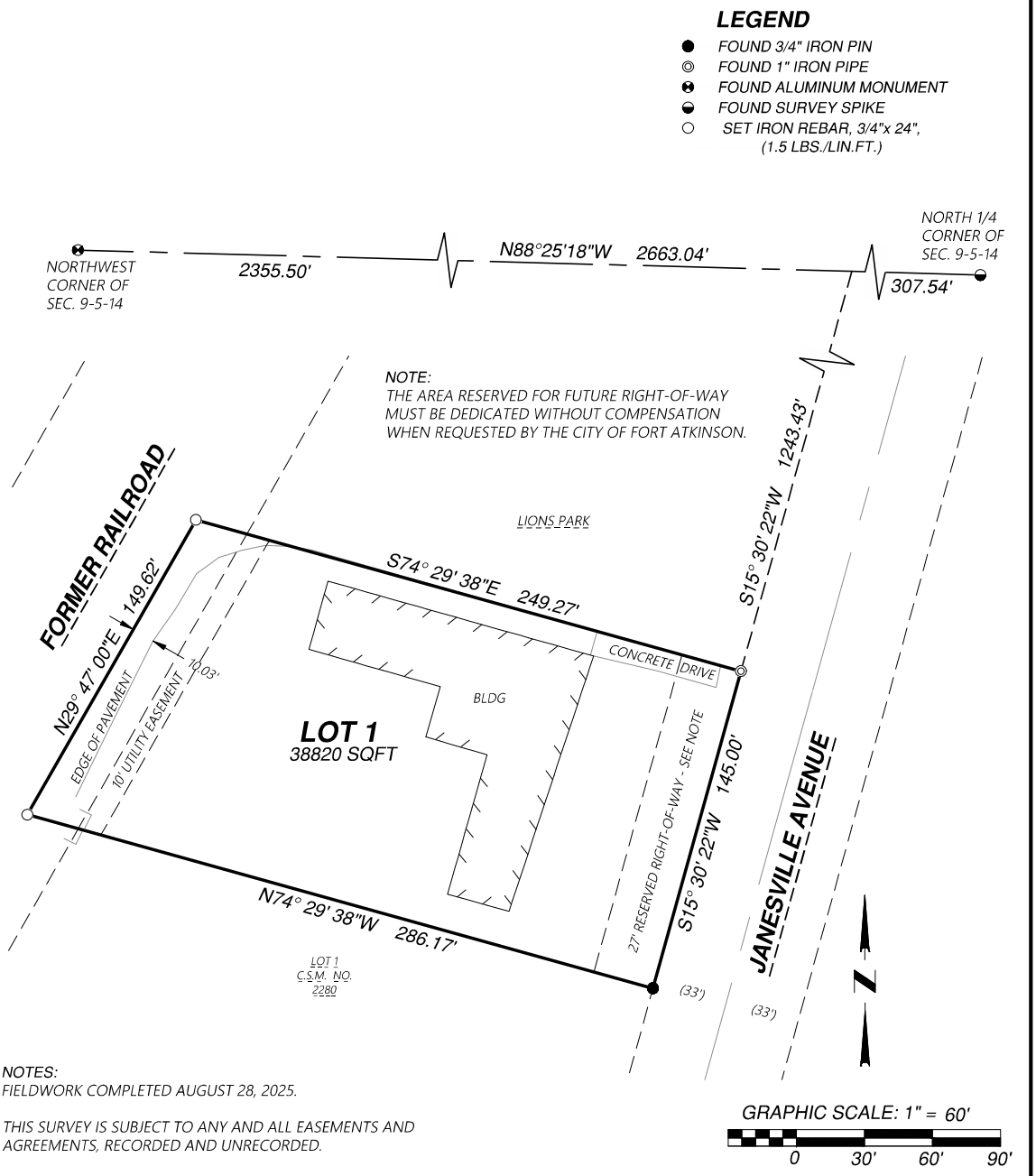
109 W. Milwaukee St.
Janesville, WI 53548

608-752-0575
Fax 608-752-0534
CombsSurvey.com

228 W. Main St. Suite B
Cambridge, WI 53523

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.



NOTES:
FIELDWORK COMPLETED AUGUST 28, 2025.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, JEFFERSON COUNTY. THE NORTH LINE OF THE NORTHEAST QUARTER SEC. 9-5-14 BEARS N88°25'18"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 1 OF 4

Combs & ASSOCIATES INC
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com
tel: 608-752-0575
fax: 608-752-0534

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

ADAD CAR WASHES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. IN WITNESS WHEREOF, THE SAID ADAD CARWASHES, LLC

HAS CAUSED THESE PRESENTS TO BE SIGNED BY

DAVINDER TOOR ITS OWNER

AT _____ , _____.
(CITY) (STATE)

X_____
(SIGNATURE)

STATE OF WISCONSIN}
COUNTY OF _____} SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ , 20____ ,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN X _____

MY COMMISSION EXPIRES _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

Combs & ASSOCIATES INC
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
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- LAND SURVEYING
- LAND PLANNING
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CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

Combs & Associates INC
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com
tel: 608-752-0575
fax: 608-752-0534

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

CERTIFIED SURVEY MAP

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE N88°25'18"W ALONG THE NORTH LINE OF SAID SECTION 307.54 FEET; THENCE S15°30'22"W 1243.43 FEET TO THE POINT OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING S15°30'22"W ALONG THE WESTERLY LINE OF JANESVILLE AVENUE 145.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP; THENCE N74°29'38"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED 286.17 FEET TO AN IRON REBAR MONUMENT; THENCE N29°47'00"E 149.62 FEET TO AN IRON REBAR MONUMENT BEING ON AN EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2; THENCE S74°29'38"E ALONG SAID EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 249.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

Project No. 125 - 274
For: MR.D CARWASH

Combs & Associates INC
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608-752-0575
fax: 608-752-0534

Approved by the Wisconsin Department of Regulation and Licensing
7-1-99 (Optional Use Date) 1-1-00 (Mandatory Use Date)

INFO-PRO (800)655-2021 www.infoproforms.com

WB-44 COUNTER-OFFER

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

The Offer to Purchase dated 9/22/25 and signed by Buyer, ADAD CAR WASHES LLC, for purchase of real estate at _____ is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer unless incorporated by reference.]**

LINES 488-523 SHALL BE STRICKEN. BUYER TO PAY FOR TITLE INSURANCE IF BUYER DESIRES TITLE INSURANCE.

LINE 9 AND 10 - PURCHASE PRICE TO BE $1.50 PER SQUARE FOOT, $5,068.50.

THIS COUNTER OFFER IS CONTINGENT UPON APPROVAL BY THE CITY COUNCIL AS TO FORM AND CONTENT. SAID COUNTER IF SIGNED BY BUYER WOULD BE PRESENTED TO THE CITY COUNCIL IN A TIMELY MANNER.

ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making the Counter-Offer on or before **10/2/25** (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer. ***NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 33 to 36.***

This Counter-Offer was drafted by **DAVID R. WESTRICK** on **9/25/25**

Licensee and Firm ▲ Date ▲

Signature of Party Making Counter-Offer ▲	Date ▲	Signature of Party Making Counter-Offer ▲	Date ▲
REBECCA HOUSEMAN	9/26/2025		
Signature of Party Accepting Counter-Offer ▲	Date ▲	Signature of Party Accepting Counter-Offer ▲	Date ▲

This Counter-Offer was presented by _____ on _____

Licensee and Firm Date ▲

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

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

1-004
Janesville Ave
1-005
4-002

· Land Surveying
· Land Planning
· Civil Engineering

SEPTEMBER 18, 2025

TO: City of Fort Atkinson

RE: Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

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CONTAINING 3379 SQUARE FEET

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