



136 North Monroe Street  
Waterloo, Wisconsin 53594-1198

**NOTICE OF A CITY OF WATERLOO  
PLAN COMMISSION MEETING**

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and the news media, the following meeting will be held:

**MEETING: PLAN COMMISSION**  
**DATE: Tuesday, June 28, 2022** **TIME: 6:00 p.m.**  
**LOCATION: 136 N. MONROE STREET, MUNICIPAL BUILDING COUNCIL CHAMBERS**

Join Zoom Meeting <https://us02web.zoom.us/j/86429860706?pwd=6lSrb3BYX77ep9abZYl3rVWriWwP8p.1>  
Meeting ID: 864 2986 0706 Passcode: 014264  
Dial by phone +1 312 626 6799 US (Chicago)

to consider the following:

PUBLIC HEARING (1) – CONDITIONAL USE APPLICATIONS -

PUBLIC HEARING – Ordinance §385-10 B(7) Conditional Use Application, Wesley Schmidgall, For The Property Located at 131 Mill St, Waterloo. The applicant is requesting a conditional use permit to allow for an additional garage on the subject parcel. A conditional use permit is required for a Residential District (R-2) property when an additional garage or accessory building exceeds 144 square feet. Tax Parcel 290-0813-0533-028. Also known as 131 Mill St.

1. Call to Order
2. Public Hearing
3. Adjourn Public Hearing

PUBLIC HEARING (2)– LAND REZONING APPLICATIONS –

Land Rezoning - Ordinance §385-31 Changes and Amendments of the Zoning Code of the City of Waterloo. Application. Duquaine Development regarding the property located along N Monroe St and Clarkson Rd. Parcel #290-0813-0611-006, located in Waterloo. The land use-rezoning request is to allow a changed in land use from existing Agricultural District (A) §385-18 to a Planned Development (PDD) §385-17 for purposes of establishing residential dwelling units on the parcels. Lot Description : LOT 1, CSM 6081-35-257, DOC 1426857.

1. Call to Order
2. Public Hearing
3. Adjourn Public Hearing

PLAN COMMISSION REGULARLY SCHEDULED MEETING

- 1) CALL TO ORDER AND ROLL CALL
- 2) APPROVAL OF MEETING AND PUBLIC HEARING MINUTES: May 24, 2022
- 3) CITIZEN INPUT
- 4) COMPLIANCE & ENFORCEMENT REPORT
- 5) OLD BUSINESS
- 6) NEW BUSINESS
  - a) Ordinance §385-10 B(7) Conditional Use Application, Wesley Schmidgall, For The Property Located at 131 Mill St, Waterloo. The applicant is requesting a conditional use permit to allow for an additional garage on the subject parcel. A conditional use permit is required for a Residential District (R-2) property when an additional garage or accessory building exceeds 144 square feet. Tax Parcel 290-0813-0533-028. Also know as 131 Mill St.
  - b) Ordinance §385-31 Changes and Amendments of the Zoning Code of the City of Waterloo.

Application. Duquaine Development regarding the property located along N Monroe St and Clarkson Rd. Parcel #290-0813-0611-006, located in Waterloo. The land use-rezoning request is to allow a changed in land use from existing Agricultural District (A) §385-18 to a Planned Development (PDD) §385-31 for purposes of establishing residential dwelling units on the parcels. Lot Description : LOT 1, CSM 6081-35-257, DOC 1426857.

- c) 333 Portland Road – CDA recommendation to send offer to purchase to the plan commission to review and send to the council.
- d) Discussion or rewriting zoning ordinances

7) FUTURE AGENDA ITEMS & ANNOUNCEMENTS

8) ADJOURNMENT

**Jeanne Ritter, Clerk/Deputy Treasurer**

Posted, Distributed & Emailed: 06/23/2022

Members: Leisses, Quimby, Petts, Crosby, Reynolds, Lannoy, and Sorenson

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

## **WATERLOO PLAN COMMISSION – Minutes for May 24, 2022**

[a digital meeting recording also serves as the official record]

### **PLAN COMMISSION HEARING & MEETING**

#### **PUBLIC HEARING – CONDITIONAL USE APPLICATIONS -**

1. CALL TO ORDER.
- 1) PUBLIC HEARING – Ordinance §385-18 C(3)(a) & §385-8 B (7) Conditional Use Application, Tom Hoesly, For The Property Located at 825 Waterloo Rd, Waterloo. The applicant is requesting a conditional use permit to allow for a storage building to be built on the subject parcel. A conditional use permit is required when adding an additional accessory building exceeding 200 square feet in an Agricultural District being used as a residential storage building, not for agricultural use. Tax Parcel: #290-0813-0733-000. Also known as 825 Waterloo Rd.
2. ADJOURN PUBLIC HEARING

#### **PLAN COMMISSION REGULARLY SCHEDULED MEETING**

1. CALL TO ORDER AND ROLL CALL. Mayor Quimby called the meeting to order at 6:01 pm. Commissioners attending: Sorenson, Crosby, Quimby Lannoy, Leisses, and Petts. Absent: Reynolds. Others attending: Tom Hoesly, Nancy Hoesly, Zac and Bud Bessler.
2. APPROVAL OF MEETING MINUTES: May 4, 2022 [Petts/Lannoy] to approve the minutes as presented. VOICE VOTE: Motion carried.
3. CITIZEN INPUT. None.
4. OLD BUSINESS
  - a. Plan Commission Consideration and report on Resolution #2021-38 Authorizing the Sale and Transfer of Land Consisting of the Eastern Portion of Parcel 290-0813-0533-040 Located Between 136 N Monroe St. and 124 North Monroe Street from the City of Waterloo to Mitchell Sillman, before Council Final Action as Recommended by the City Attorney. Motion to table until parking lot design is ready and budget is completed. [Crosby/Leisses] April 2023 add back into the agenda. VOICE VOTE: Motion carried.
5. NEW BUSINESS
  - a) Ordinance §385-18 C(3)(a) & §385-8 B (7) Conditional Use Application, Tom Hoesly, For The Property Located at 825 Waterloo Rd, Waterloo. The applicant is requesting a conditional use permit to allow for a storage building to be built on the subject parcel. A conditional use permit is required when adding an additional accessory building exceeding 200 square feet in an Agricultural District being used as a residential storage building, not for agricultural use. Tax Parcel: #290-0813-0733-000. Also known as 825 Waterloo Rd. Motion [Crosby/Sorenson] to recommend to Council to approve. [Crosby/Sorenson] VOICE VOTE: Motion Carried.
  - b) Ordinance §385-25 McKay Nursery Landscaping to present Landscape Design Review of 4 units in McKay Way area. Architectural design review. Tree lawn already approved by Yerges. Plan removes plants between driveways and sod. Motion to approve landscaping design [Sorenson/Lannoy] VOICE VOTE: Motion carried.
  - c) Ordinance § 385-25 A (2) Oliver Construction designs for the exterior of Trek Bicycle. Bud Bessler came to discuss the Trek work to be completed. Explained all the plans. He is also representing the graphic sign too. Decision to ask for sign permit for graphic. Motion to approve 1. design/construction with 2.sign/graphic to follow later after more information is supplied. [Leisses/Crosby] VOICE VOTE: Motion carried.
  - d) Ordinance §385-25 A (2) Kwik Trip exterior remodel. Zac discussed updates being made to Kwik Trip. Square footage is not changing. Removing siding and adding brick. Photometric footprint shouldn't cause any issues Motion to approve outside remodel of Kwik Trip. [Crosby/Sorenson] VOICE VOTE: Motion carried.
6. FUTURE AGENDA ITEMS & ANNOUNCEMENTS Blue and White list will be in next packet. Utility Superintendent wants ordinance regarding pole replacements in the right away. When utilities bury their lines all other carries will need to also. Pole attachment agreement exists.

7. ADJOURNMENT [Leisses/Petts] VOICE VOTE: Motion carried. 7:05 pm

**Jeanne Ritter, Clerk/Deputy Treasurer**

Report To The Plan Commission  
Open Code Enforcement Challenges

Clerk/Treasurer  
2:00 PM 6/23/2022

Category	Open Date	Closed Date	Address	Responsible Party	Municipal Lead	Desired Outcome	Link To Ord.	Notes
OPEN Neighbor complaints	Jan-15		362 E. Madison St.	Jeremy Uttech	SAFEBUILT	Property owner maintaining clean property; no dangerous work garage	<a href="#">§219-5 Safe and sanitary maintenance of property</a>	Pending action (C.B. verbal) Continue to watch. A residential property formerly zoned commercial; owner has a history of storing scrap on site and selling items on lawn. Repeated combustion incidents in garage. 2/22/2022 Cert and regular mail
OPEN Code compliance	Jan-16		129 N Monroe St	Keri Sellnow	SAFEBUILT	Complete 1st floor build-out to code per conditional use	<a href="#">§140-19 Violations and penalties</a>	20/25/21 remains in non-compliance. Owner in violation C.B. 2021 QTR 1 communication. Owner granted conditional use to reside on a portion of 1st floor; has not complied with building code with shared commercial & residential floor. 2/22/2022 Visual verification of bottom floor occupant has moved out. I have not been inside to verify.
OPEN Code compliance	Jan-16		213 West Madison St	Bill Hart	TBD	Use in compliance with zoning code	<a href="#">§385-12 C-1 General Commercial District</a>	J.Q. to address. Use changed from printing to warehousing, no conditional use granted therefore an illegal use
OPEN Property Maintenance	Jun-17		275 S. Jackson St	Tired Iron Buyer LLC	SAFEBUILT	Property owner investment in warehouse repairs after sale of property from City to property owners <u>and no blight</u>	<a href="#">§219-5 Safe and sanitary maintenance of property</a>	10/20/21 inspection & verified violations, 10/21/21 sent letter certified to owner. Waiting on cert mail receipt to start countdown for reinspection for compliance 02/22/2022: all exterior is compliant. Building is NOT compliant at this time. Verbal with owner as to razing west half of building this year?
OPEN Property maintenance	Sep-19		1085 Jaystone Terr	KSA Waterloo LLC; Ben Waterloo LLCLS DR	SAFEBUILT	Resident complaint: entry threshold prevents wheel chairs and dryer vent may be fire hazarded; 9/3 Routed to Chris B to inspect	<a href="#">§ 219-5 Safe and sanitary maintenance of property</a>	C.B. has made contact. No reply from owner. 02/22/2022 no follow up

Report To The Plan Commission  
Open Code Enforcement Challenges

Clerk/Treasurer  
2:00 PM 6/23/2022

OPEN Property Maintenance	May-20		208 PORTLAND RD	GORDON D YELK & DEBRA A YELK	SAFEBUILT	Remedy collapses garage. No blighting conditions	<a href="#">§ 219-5 Safe and sanitary maintenance of property</a>	10/25/21 Reinspected and confirmed violations, 10/1 sent certified letter; 10/21 cert. letter received, will reinspect in 30 days 2/22/2022: all exterior is compliant. Building is NOT compliant at this time. Verbal with owner as to razing
OPEN Property Maintenance	Jun-20		261 S MONROE ST	ANDREW V GRUNEWALD	SAFEBUILT	No blighting conditions	<a href="#">§ 219-5 Safe and sanitary maintenance of property</a>	10/20/21 reinspected & verified violations, 10/21/21 letter sent certified to owner. Waiting on cert. mail receipt to start the 30 days after receipt
OPEN Property Maintenance	Sep-21		590 Knowlton St	Property owner	SAFEBUILT	(1) Structural damage to front rear of building needs correcting; (2) Garbage around dumpsters requires cleanup	<a href="#">219-5(B)(3) and 219-5B(7)(b) Safe &amp; Sanitary Maintenance of Property</a>	Notice sent to Waterloo Apartment LLC 9/30 with CC to PD, CT & Donnie Rook with 30 days notice 2/22/2022 verbal compliant by tenant who complained that all site violations were in
OPEN Property Maintenance	Oct-21		408 S Jackson St	Property owner	SAFEBUILT		?	Unspecified non-compliance. Item on Building Inspectors list for fall follow-up
OPEN Property Maintenance	Oct-21		435 W Polk St	Property owner	SAFEBUILT		?	Unspecified non-compliance. Item on Building Inspectors list for fall follow-up
OPEN Property Maintenance	Sep-21		590 Knowlton St #204	Waterloo Apartments LLC	SAFEBUILT	Properly maintained exterior property areas, foundation, floor & roof	<a href="#">Muni Code 219--5b(3) and 219-5b(7)(b)</a>	CB letter to property owner 9/30/2021
OPEN Property Maintenance	Oct-21		237 Boorman St	Property owner	SAFEBUILT	Removal of blight	<a href="#">Storage of unlicensed recreational vehicle and weed ordinance</a>	Unspecified non-compliance. Item on Building Inspectors list for fall follow-up 2/22/2022 not verified or have inspected year to date. No inspection
OPEN Property Maintenance	Dec-21		469 East Madison Street	Property owner	SAFEBUILT	Removal of blight		Blight complaint from neighbor routed to Police Department and Building Inspector. 2/22/2022 certified mail sent 2/10/22 and signed for. Have inspection scheduled on 3/4 to gain access to rear



136 North Monroe Street  
Waterloo, WI 53594  
Phone: (920) 478-3025  
Fax: (920) 478-2021  
[www.waterloowi.us](http://www.waterloowi.us)

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**NOTICE OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT UNDER PROVISIONS  
OF CHAPTER §385-10 B (7) OF THE ZONING CODE OF THE CITY OF WATERLOO,  
JEFFERSON COUNTY, WISCONSIN**

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-10 B(7) of the Zoning Code of the City of Waterloo, shall hold a public hearing on the matter of a conditional use application received from Wesley Schmidgall, owner of 131 Mill St.

The applicant is requesting a conditional use permit to allow for an additional garage on the subject parcel. A conditional use permit is required for a Residential District (R-2) property when an additional garage or accessory building exceeds 144 square feet.

The property is described as follows:

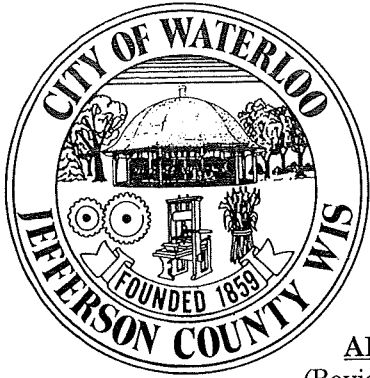
- Parcel 290-0813-0533-028 (OUT LOT 53, ASR PLT)
- Also known as 131 Mill St. Waterloo

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the conditional use permit application at a public hearing. The public hearing will be held at **6:00 p.m. on Tuesday, June 28, 2022 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

After the public hearing, the Plan Commission shall recommend approval, denial, or conditional approval of the conditional use permit to the Common Council. The City Council will act on the Plan Commission's recommendation at its regular scheduled meeting on Thursday, July 7, 2022.

Jeanne Ritter  
City Clerk/Deputy Treasurer

Pub: The Courier: June 16, 2022



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198  
Phone (920) 478-3025  
Fax (920) 478-2021  
cityhall@waterloowis.com

285.00

**APPLICATION FOR CONDITIONAL USE PERMIT**  
(Review and Action by City Plan Commission/Common Council)

Number: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

Location of Property: 131 Mill Street Waterloo, WI 53594

Applicant: Wesley Schmidgall

Address: 131 Mill Street Waterloo, WI 53594 Telephone: 309-370-8275

Owner of Property: Wesley Schmidgall

Address: 131 Mill Street Waterloo, WI 53594 Telephone: 309-370-8275

Contractor: Spiegelhoff Construction

Address: N7119 Hillside Drive Watertown, WI 53094 Telephone: 920-900-8584

Architect or Professional Engineer: N/A

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Legal Description of Property: Detached Garage

Land Parcel Size: \_\_\_\_\_ Present Use: N/A Zoning District: R-2

Type of Existing Structure (if any): N/A

Proposed Use of the Structure or Site: Garage Number of Employees: 0

Terms of Municipal Code

Conditional Use Requested

385-8. R-1 B. Cond. Uses (7)  
Additional garages / Dec Bldgs

Specify Reason(s) for Application: (for example, insufficient lot area, setback, etc.)

385-10 R-2 B (7)

Height see enc. CB

**ATTACH THE FOLLOWING:**

1. Adjoining owners, all names and addresses of all abutting and opposite property owners within 200 feet.
2. Site Plan showing the area involved, its location, dimensions, elevations, drainage, parking, etc., and location of adjacent structures within 200 feet.

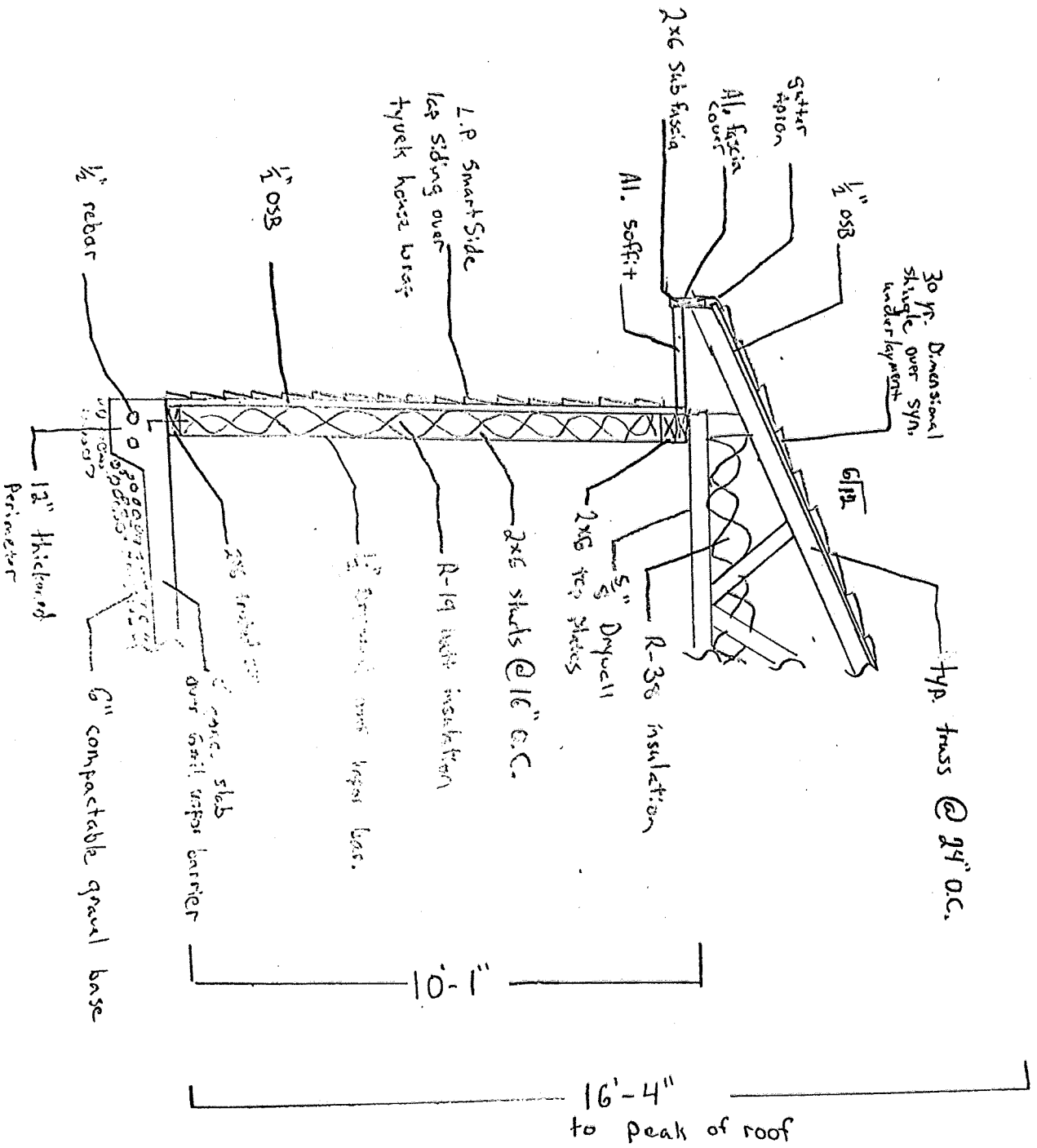
Date: 06/06/2022

Wesley Schmidgall  
Signature of Applicant



Wall Section

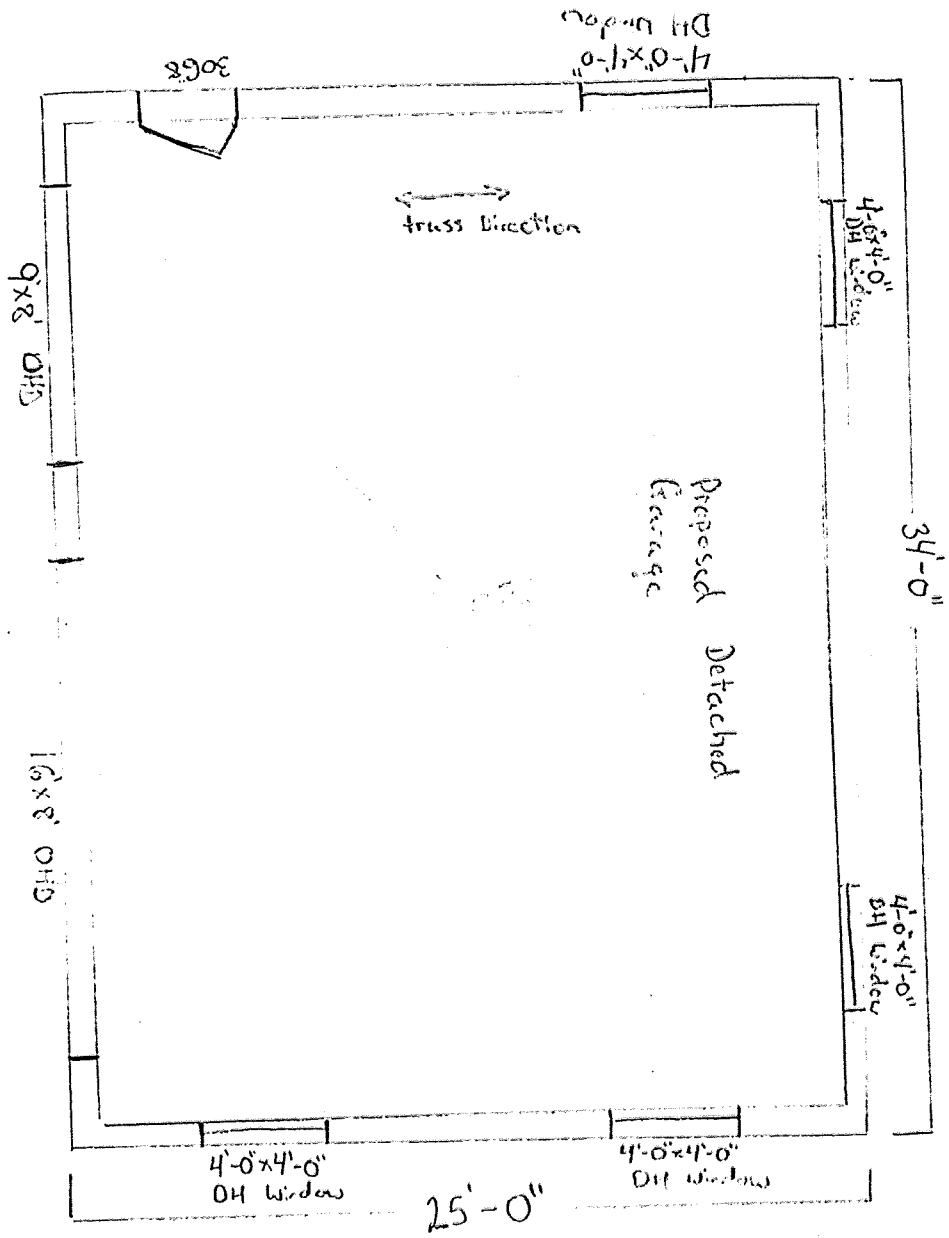
131 Mill St.





Floor Plan

131 Mill St.



262-420-4732  
SAFEbuilt, Inc.

# WI UNIFORM PERMIT APPLICATION

Wlinspections@safebuilt.com

Inspections need to be called in by 4 pm for next business day inspections.

PERMIT NO.

TAXKEY#

## ISSUING MUNICIPALITY

TOWN  VILLAGE  CITY  
OF Waterloo  
COUNTY: Jefferson

PROJECT LOCATION  
(Building Address)

131 Mill Street

PROJECT DESCRIPTION

8500 Acc Bldg

COMMERCIAL  ONE & TWO FAMILY

Owner's Name  
Wesley Schmidgall

Mailing Address - Include City & Zip  
131 Mill St. Waterloo, WI 53594

Telephone - Include Area Code  
309-370-8275

Construction Contractor  
Spiegelhoff Construction

LicNo.  
1248204

Telephone - Include Area Code  
920-988-8504

Mailing Address - Include City & Zip  
N7119 Hillside Dr. Watertown, WI 53094

Telephone - Include Area Code  
920-988-8504

Dwelling Contractor Qualifier (shall be an owner, CEO, COB, or employee of Dwelling Contractor) DCQ LicNo.  
Spiegelhoff Construction 1248205

Email

Mailing Address - Include City & Zip  
N7119 Hillside Dr. Watertown, WI 53094

Telephone - Include Area Code

Plumbing Contractor  
Owner

Email

Mailing Address - Include City & Zip

Telephone - Include Area Code

Electrical Contractor  
Owner

LicNo.

Email

Mailing Address - Include City & Zip

Telephone - Include Area Code

HVAC Contractor  
Owner

LicNo.

Email

Mailing Address - Include City & Zip

## PROJECT INFORMATION

Subdivision Name

Lot No.

Block No.

Zoning District  
R-2

Lot Area

Sq. Ft.

N.S.E.W. Setbacks

Front

Ft.

Rear

Ft.

Left

Right

Ft.

### 1a. PROJECT

New  Addition  Raze  
 Alteration  Repair  Move  
 Other Acc Bldg

### 3. TYPE

Single Family  
 Two Family  
 Multi  
 Commercial

### 6. STORIES

1-Story  
 2-Story  
 Other 16-4

### 9. HVAC EQUIPMENT

Forced Air Furnace  
 Radiant Baseboard or Panel  
 Heat Pump  
 Boiler  
 Central Air Conditioning  
 Other

### 12. ENERGY SOURCE

Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solar	Solar
Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*  Dwelling unit will have 3 kilowatt or more installed electric space heater equipment capacity.

### 1b. GARAGE

Attached  Detached

### 4. CONST. TYPE

Site Constructed  
 Mfd. UDC  
 Mfd. HUD

### 7. FOUNDATION

Concrete  
 Masonry  
 Treated Wood  
 ICF  
 Other

### 10. PLUMBING

Sewer  
 Municipal  
 Septic No.

### 2. AREA

Basement \_\_\_\_\_ Sq. Ft.  
Living Area \_\_\_\_\_ Sq. Ft.  
Garage \_\_\_\_\_ Sq. Ft.  
Other \_\_\_\_\_ Sq. Ft.  
TOTAL \_\_\_\_\_

### 5. ELECTRICAL

Entrance Panel  
Size: \_\_\_\_\_ amp  
Service: \_\_\_ New \_\_\_ Rewire  
Phase \_\_\_\_\_ Volts  
\_\_\_ Underground  
\_\_\_ Overhead  
Power Company:

### 8. USE

Seasonal  
 Permanent  
 Other

### 11. WATER

Municipal Utility  
 Private On-Site Well

### 13. HEAT LOSS (Calculated)

Total \_\_\_\_\_ BTU/Hr

### 14. ESTIMATED COST

\$ 30,000.00

The undersigned hereby applies for a permit to do the work herein described and hereby agrees that all work will be done in accordance with all the laws of the State of Wisconsin and all the municipal ordinances.

APPLICANT (PRINT): Lauren Schmidgall

SIGN: Lauren Schmidgall DATE: 6-6-22

## APPROVAL CONDITIONS

This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State & Local Building and Zoning codes.

INSPECTIONS NEEDED Building  Footing  Foundation  Rough  Insulation  Bsmt. Fl.  Final  
Electric  Rough  Service  Final Plumbing  Rough  Underfloor  Final HVAC  Rough  Final

### FEES:

Building Fee \_\_\_\_\_  
Zoning Fee \_\_\_\_\_  
WI Seal \_\_\_\_\_  
Electric Fee \_\_\_\_\_  
Plumbing Fee \_\_\_\_\_  
HVAC Fee \_\_\_\_\_  
Adm. Fee \_\_\_\_\_  
Other \_\_\_\_\_  
Total \_\_\_\_\_

### PERMIT(S) ISSUED

Bldg. # At top of form  
Zoning # \_\_\_\_\_  
Elec. # \_\_\_\_\_  
Plmb. # \_\_\_\_\_  
HVAC # \_\_\_\_\_

SEAL NO. \_\_\_\_\_

Municipality No. \_\_\_\_\_

### RECEIPT

CK # \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Date \_\_\_\_\_  
From \_\_\_\_\_  
Rec By. \_\_\_\_\_

### PERMIT EXPIRATION:

Permit expires two years from date issued unless municipal ordinance is more restrictive.

### PERMIT ISSUED BY MUNICIPAL AGENT:

Name \_\_\_\_\_  
Date \_\_\_\_\_  
Certification No. \_\_\_\_\_

REAL ESTATE PAYMENT RECEIPT  
JEFFERSON COUNTY

6/6/2022  
TAX YEAR: 2021

MICHAEL TSCHANZ  
CITY OF WATERLOO  
136 N. MONROE  
WATERLOO, WI 53594

Total Tax: \$855.76  
Less Lottery Credit Claimed: \$235.71  
Less Tax Paid: \$0.00  
Balance Due: \$620.05

Legal Description  
OUT LOT 53, ASR PLT

Parcel Number: 29008130533028  
Bill Number: 000317  
Physical Address: 131 MILL ST

LAUREN SCHMIDGALL  
W8244 ELM POINT RD  
LAKE MILLS, WI 53551

Land Assessment: \$30,000.00  
Improvement Assessment: \$17,000.00  
Total Assessment: \$47,000.00  
EFMV: \$46,300.00  
Special Assessments: \$0.00  
MFL/FCL: \$0.00  
Acreage: 0.19

Receipt Date	Operator	Check #	Batch #	Tax Paid	Refund	Other	Total Paid
Receipt Number	Paid By						

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THANK YOU

City of Waterloo, WI  
Tuesday, June 7, 2022

## Chapter 385. Zoning

### § 385-10. R-2 Single-Family Residential District.

The R-2 District is intended to provide a quiet, pleasant and relatively spacious living area for single-family, two-family and multifamily dwellings protected from traffic hazards and intrusion. Further, it is intended that two-family and multifamily dwellings be dispersed throughout the district on a conditional use basis.

#### A. Permitted uses.

- (1) Uses permitted in the R-1 District.
- (2) Boardinghouses, up to four paying guests or boarders, including bed-and-breakfast establishments.

#### B. Conditional uses.

- (1) Conditional uses permitted in the R-1 District.  
[Amended 3-15-2007 by Ord. No. 2007-05]
- (2) Two-family dwellings.
- (3) Multifamily dwellings.
- (4) Funeral homes.
- (5) Public hospitals and rest homes.
- (6) Private clubs, fraternities and lodges, except those whose chief activity is customarily carried on as a business.
- (7) Additional garages or accessory building exceeding 144 square feet.  
[Added by Ord. No. 95-11; amended 11-5-2009 by Ord. No. 2009-17]
- (8) Zero lot line or common wall construction single-family dwelling.  
[Added by Ord. No. 2-01]

#### C. Lot, yard and building requirements. See also § 385-3 of this chapter.

- (1) Single-family dwellings. Same as for R-1 District.
- (2) Two-family dwellings.
  - (a) Lot frontage: minimum 100 feet.
  - (b) Lot area: minimum 12,000 square feet.
  - (c) Principal building:
    - [1] Front yard: minimum 30 feet.
    - [2] Side yards: minimum 15 feet.

- [3] Rear yard: minimum 25 feet.  
[Amended 9-3-2020 by Ord. No. 2020-08]
- [4] Building height: maximum 35 feet.
- (d) Accessory building:
  - [1] Front yard: minimum 30 feet.
  - [2] Side yards: minimum five feet.
  - [3] Rear yard: minimum five feet.
  - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
  - [5] Floor area per dwelling unit: minimum 900 square feet.
  - [6] Off-street parking: minimum two spaces per unit. (See also § **385-23** of this chapter.)
- (3) Multifamily dwellings.
  - (a) Lot frontage: minimum 100 feet.
  - (b) Lot area: minimum 12,000 square feet.
  - (c) Principal building:
    - [1] Front yard: minimum 30 feet.
    - [2] Side yards: minimum 15 feet.
    - [3] Rear yard: minimum 25 feet.  
[Amended 9-3-2020 by Ord. No. 2020-08]
    - [4] Building height: maximum 35 feet.
  - (d) Accessory building:
    - [1] Front yard: minimum 25 feet.
    - [2] Side yards: minimum five feet.
    - [3] Rear yard: minimum five feet.
    - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
  - (e) Number of stories: maximum two.
  - (f) Lot area per dwelling unit: minimum 3,600 square feet.
  - (g) Floor area per dwelling unit:
    - [1] One-bedroom unit: minimum 600 square feet.
    - [2] Two-bedroom unit: minimum 800 square feet.
    - [3] Three-bedroom unit: minimum 1,000 square feet.

(h) Off-street parking: 1 1/2 spaces per unit. See also § **385-23** of this chapter.

(4) Zero lot line or common wall single-family units.

[Added by Ord. No. 2-01]

(a) Lot frontage: minimum 50 feet each unit.

(b) Lot area: minimum 6,000 square feet each unit.

(c) Principal building:

[1] Front yard: minimum 30 feet.

[2] Side yards: zero feet on one side and a minimum of 15 feet on the other side.

[3] Rear yard: minimum 25 feet.

[Amended 9-3-2020 by Ord. No. 2020-08]

[4] Building height: maximum 35 feet.

(d) Accessory building:

[1] Front yard: minimum 30 feet.

[2] Side yards: minimum five feet.

[3] Rear yard: minimum five feet.

[4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.

[5] Floor area per dwelling unit: minimum 1,000 square feet.

[6] Off-street parking: minimum two spaces per unit. (See also § **385-23** of this chapter.)

D. Zero lot line duplexes/common wall construction dwellings.

[Added by Ord. No. 2-01]

(1) The plans, specifications and construction of zero lot line duplexes shall require that the installation and the construction of sewer, water and other utility services be done in such a manner as to provide separate systems to each dwelling unit.

(2) A minimum one-hour fire-rated wall shall separate living areas from the lowest floor level, including the basement, to the underside of the roof sheathing. Such basement wall, if any, shall be masonry.

(3) When attached dwelling units are created, matters of mutual concern to the adjacent property owners due to construction, catastrophe and maintenance shall be guarded against by private covenant, deed restrictions and the approving authority.

(4) Deed restrictions. Deed restrictions shall provide:

(a) Each side of the building shall be constructed at the same time and in such a way as to be harmonious with the other side so that the overall effect is aesthetically pleasing.

(b) Each side of the dwelling shall be provided with a minimum of two trees and foundation planting covering 1/2 of the street side of the unit. Lots shall be maintained equally with respect to lawn care and pruning of shrubs and trees.

(c) The dwelling shall be painted, stained or sided one color scheme and any subsequent repainting, staining or siding shall be one color scheme, or according to the plan



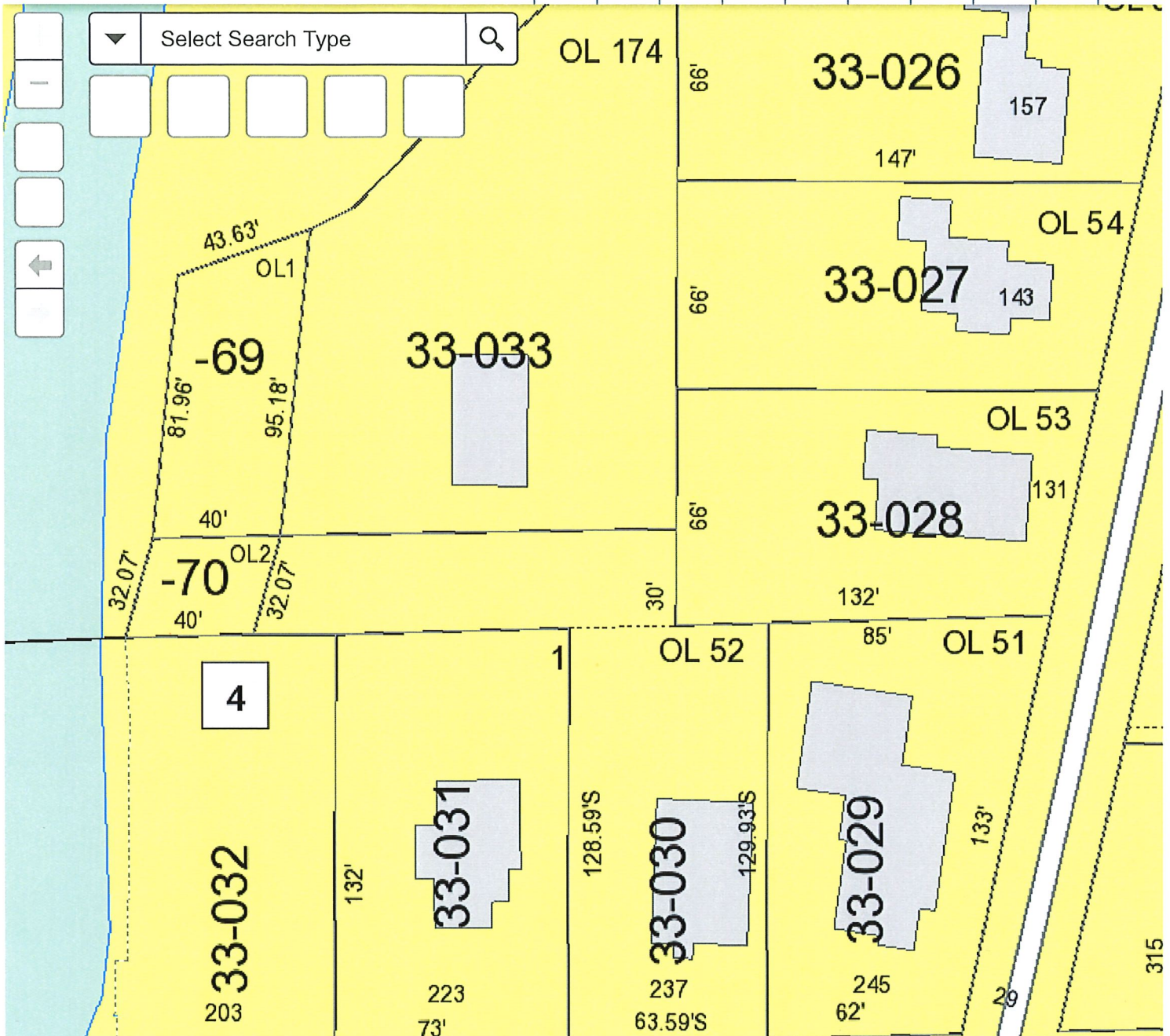
established by these covenants. The covenants shall describe exterior property maintenance and what is or is not permitted.

- (d) These covenants shall further discuss the housing of dogs, cats or other domesticated household pets.
- (e) Violation of these covenants shall be handled by the signing parties.
- (f) Copies of the deed restrictions and private covenants shall be placed on file in the Clerk-Treasurer's office and recorded by the office of the Register of Deeds for Jefferson County.
- (g) Changes to covenants or deed restrictions shall require an amendment to the special use approval or conditional use permit required by this chapter.
- (h) Each dwelling shall maintain a common wall which shall be a minimum one-hour fire wall running from the lowest floor level, including the basement, to the underside of the roof sheathing.
- (i) No fences shall be permitted along the zero lot line in the front or rear yards.

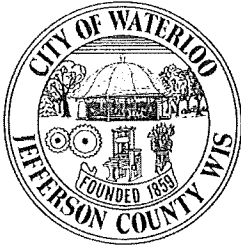


# Jefferson County Wisconsin

F +



433,373.42479 2,238,211.89723 Feet



136 North Monroe Street  
Waterloo, WI 53594  
Phone: (920) 478-3025  
Fax: (920) 478-2021  
[www.waterloowi.us](http://www.waterloowi.us)

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**NOTICE OF CITY OF WATERLOO PLAN COMMISSION PUBLIC HEARING FOR LAND USE REZONING  
FROM AN AGRICULTURAL DISTRICT (A) TO A PLANNED DEVELOPMENT DISTRICT (PDD) UNDER  
PROVISIONS OF CHAPTER §385-31 CHANGES AND AMENDMENTS**

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-31 changes and amendments of the Zoning Code of the City of Waterloo, shall hold a public hearing on the matter of an application from the Duquaine Development, regarding the property located along N Monroe and Clarkson Rd, parcel #290-0813-0611-006, located in the City of Waterloo.

The land use-rezoning request is to allow a change in land use from existing Agricultural District (A) to a Planned Development District (PDD) for purposes of establishing residential dwelling units on the parcels.

The property is described as follows:

Lot Descriptions: LOT 1, CSM 6081-35-257, DOC 1426857.

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the recommendation for a land use zoning change at a public hearing to be held at **6:00 p.m., on Tuesday, June 28, 2022 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

Subsequent to the public hearing, the Plan Commission shall recommend approval, denial or conditional approval of the land use rezoning request to the Common Council. The Common Council will act on the Plan Commission's recommendation at its regular scheduled July 7, 2022 meeting.

\_\_\_\_\_  
Jeanne Ritter  
City Clerk/Deputy Treasurer

PUB: The Courier: June 9, 2022  
June 16, 2022

# Site Concept

Proposed Planned Development District  
Multi-Family Residential Development

Lloyd and Nancy Thompson  
Address: N120 Hickory Ln

Owner: Douglas Denneisen  
Address: W12086 Clarkson Rd

Owner: Christopher & Angela Stuelke  
Address: W12072 Clarkson Rd

Owner: Timothy & Lynn Anderson  
Address: W12060 Clarkson Rd

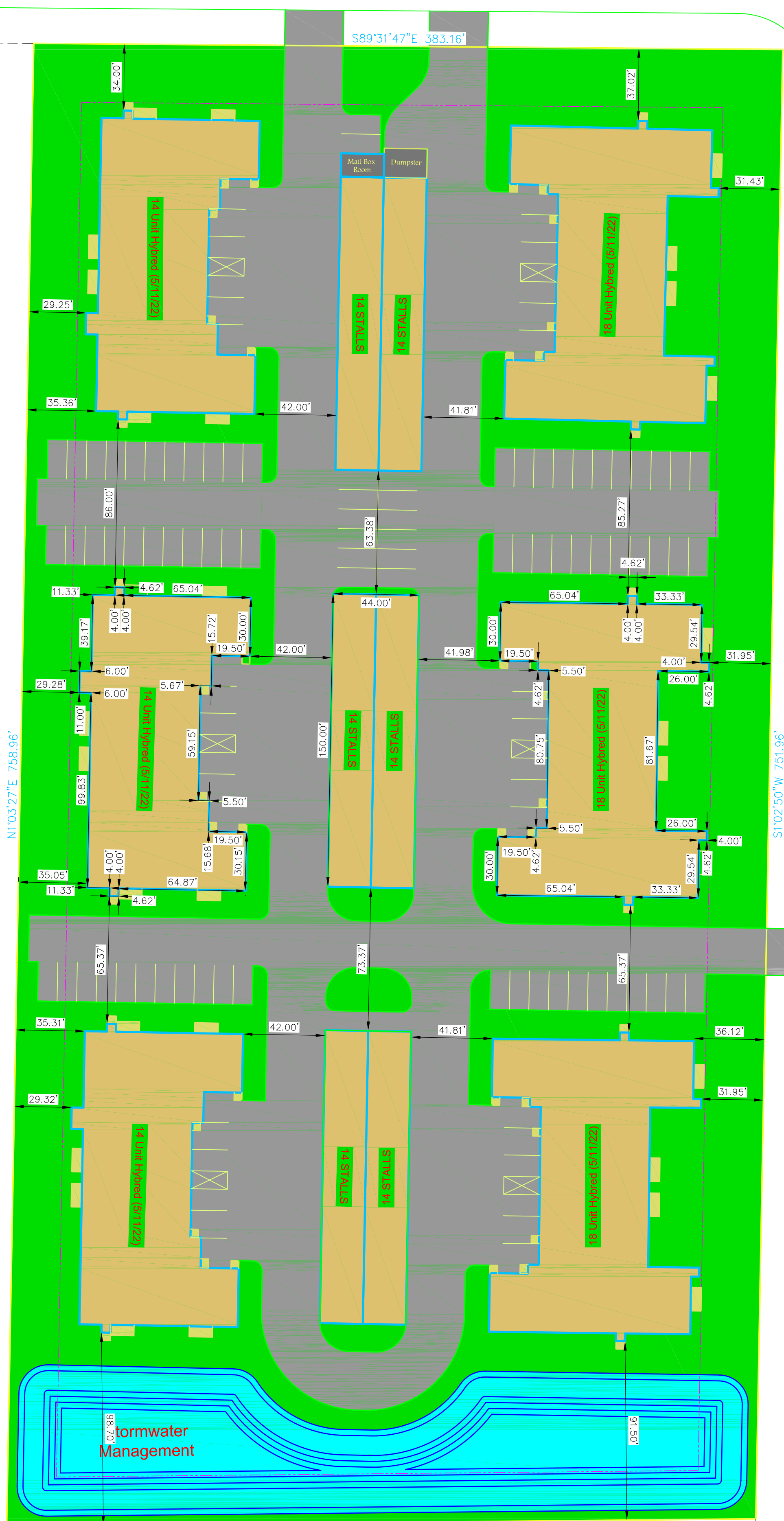
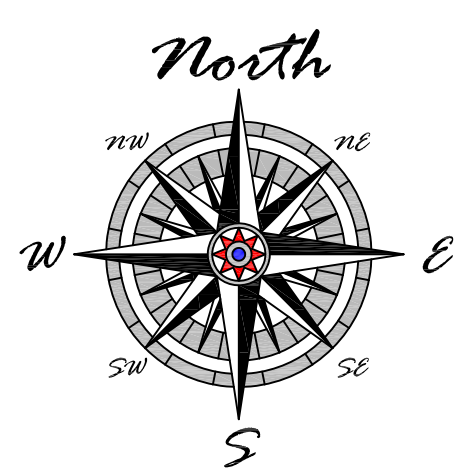
Owner: McKay Nursery Holding Co Inc  
Address: W12008 Clarkson Rd

**W. Clarkson Road**

**96 Units**  
**120 Garage stalls**  
**128 Outdoor stalls**  
**3 - 14 Unit Buildings**  
**3 - 18 Unit Buildings**

Lot 2  
35CSM257

Owner: Thomas, Thresa Jaeger  
Address: 200 W Clarkson



**S.T.H. "89"**

**N. Monroe Street**

Owner: Watertown Medical Center  
Address: 105 Highland Terrace

Owner: Watertown Medical Center  
Address: 161 Goehl Rd

Owner: KSA Waterloo LLC  
JNG Waterloo LLC  
BEN Waterloo LLC  
MAD Waterloo LLC  
Address: 1085 Jayston Ter 100

Owner: Aaron, Krista Sale  
Address: 1061 Jamie St  
Owner: Chad and Christina Neumaier  
Address: 1041 Jamie St

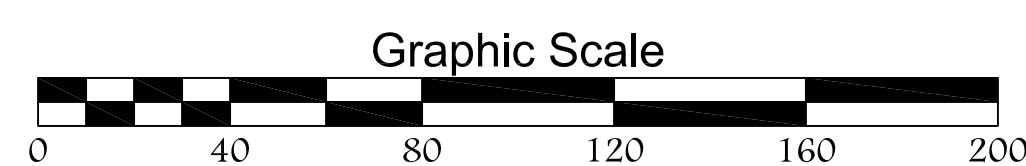
Owner: Erica and Matthew Pick  
Address: 1031 Jamie St

Outlot 81  
Assessor's Plat of the City of Waterloo  
Owner: Sharon, Lysle Braunschweig  
Address: 1043 N Monroe St

Owner: Waterloo School District  
Address: 1000 block Monroe St

Owner: Crickfer Enterprises LLC  
Address: 1003 N Monroe St

Owner: Robert and Mary Hensler  
Address: 1023 N Monroe St



DRAWING NO. S-3590  
SHEET NO. 1 of 1  
PROJECT NO. P101 # D-6322

Duquaine Development

**Mau & Associates, LLP**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

TAX PARCEL NO. 290-0813-0611-006  
PDD  
Site Layout Concept

SCALE 1"=40'  
DRAWN BY SMB

# Monroe and Clarkson Apartments

*Planned Development District*

6.65 acre development located at N Monroe and W Clarkson  
Multi-family residential development  
96 Units  
Three 14 Unit Buildings  
Three 18 Unit Buildings  
June 2, 2022

## **Table of Contents**

Petition	3
Project Team	4
PDD Details	5
Plans and Renderings	6

Steve Bieda  
Mau and Associates  
400 Security Blvd Ste 1  
Green Bay, WI 54313

Jeanne Ritter  
City of Waterloo Clerk-Deputy Treasurer  
136 N Monroe St  
Waterloo, WI 53594

June 1, 2022

RE: Petition for Rezone/Planned Development District

Dear Clerk Ritter,

Please find this letter along with the attached application documents as a petition to request for a zoning change for approval for a Planned Development District located at Clarkson and Monroe for the purpose of creating a multi-family residential development.

Mau and Associates is an agent for Duquaine Development who is looking to develop and construct the property at the southwest corner of Clarkson and Monroe (Parcel No. 290-0813-0611-006) to create a multi-family community consisting of 96 total residential units. Three 14-unit buildings, three 18-unit buildings and 3 detached garage buildings are proposed on the 6.65 acre property.

Duquaine Development has constructed and/or developed numerous projects throughout eastern Wisconsin over the decades. We believe this development would provide high quality, market-rate housing options in Waterloo; providing housing options to meet the on-going demand for new quality residences in the area.

A site concept layout map, written narrative, and examples of recent Duquaine Development projects are enclosed with this petition. An e-mailed copy of these documents has been sent to Jeanne Ritter and Everett Butzine.

We appreciate your consideration and look forward to discussing this concept in the near future.

Kind regards

Steve Bieda  
Mau and Associates

## Project Team

Owner (Future)	Duquaine Development 4329 Nicolet Drive Green Bay, WI 54311 Contact: Keith Duquaine 920.371.1973
Project Manager	Duquaine Development 4329 Nicolet Drive Green Bay, WI 54311 Contact: Jake Hoffman 920.371.8834
Planning/Civil Engineer	Mau and Associates 400 Security Boulevard Green Bay, WI 54313 Contacts: Jon LeRoy and David Meister 920.434.9670



# **PDD Description**

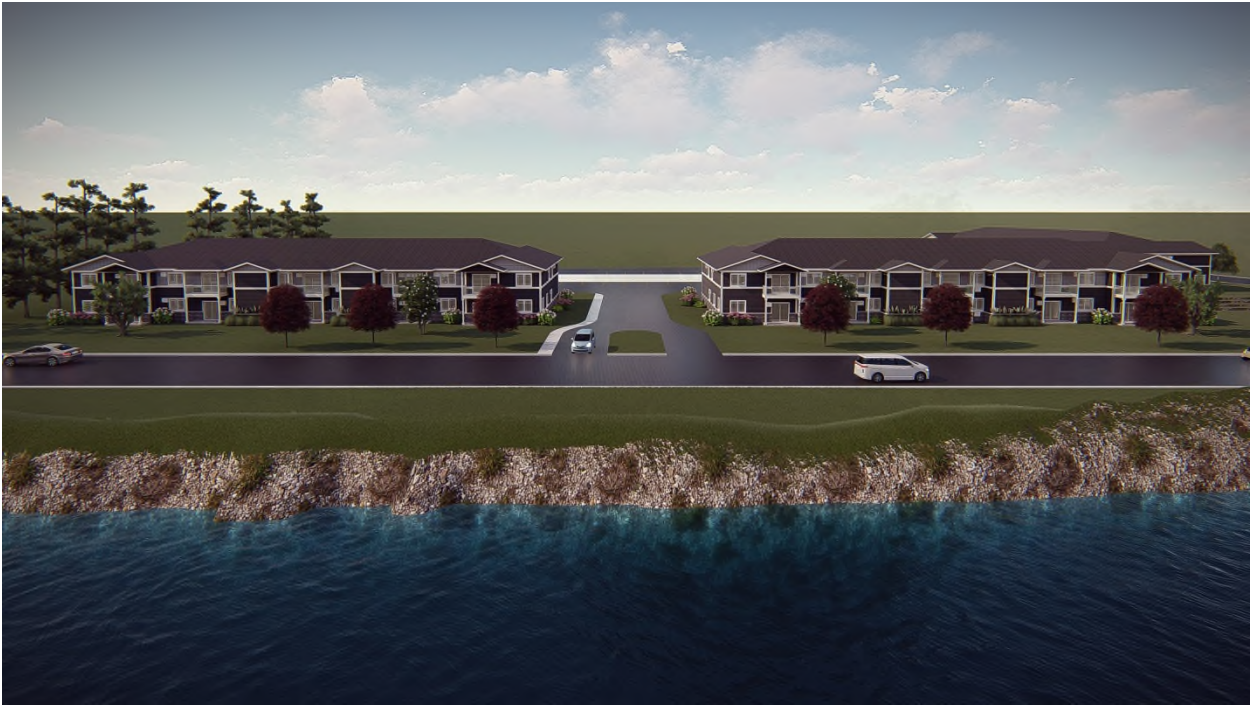
## **Project Overview**

The 6.65 acre site is located at the southwest corner of W Clarkson and N Monroe. The development includes three eighteen (18) unit buildings and fourteen (14) unit buildings. The units will include some attached garage stalls which will be inward site facing. Most parking will be placed in surface stalls on sides of buildings or interior detached garage stalls. Storm water management to be handled by a pond at the south edge of the property. This project looks to create two story apartment homes which place building fenestration along the public facing right of way and edge of property while placing needed parking stalls to the center of the property.

Building designs are in development, but will have a similar look and feel to a project which was designed and constructed by Duquaine Development in Sun Prairie. In addition, Duquaine Development has built projects in Jefferson County in the city of Lake Mills and throughout eastern Wisconsin. Duquaine Development will construct, design and own the proposed Monroe and Clarkson Apartments. Duquaine has experience throughout the state in design, build and ownership. The closest example of this is at the Stonewood Crossing Apartments in Sun Prairie. Examples of previous builds are attached.

We look forward to your consideration of this development. We believe we have worked well in communities of this size in filling an ever growing need to provide quality housing options for existing and new residents.

**Duquaine Development Apartment Builds  
(Duquaine built and operated units)  
Riverside Dr. Howard, WI**



**Duquaine Development Apartment Builds  
(Duquaine built and operated units)  
Stonewood Crossing Sun Prairie, WI**



**Duquaine Development Apartment Builds  
(Duquaine designed and built)  
Liberty and Bird Apartments Sun Prairie, WI**



**Duquaine Development Apartment Builds  
(Duquaine built)  
Rock Creek Apartments Lake Mills, WI**



*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 385-31 Changes and amendments.**

- A. Authority. Whenever the public necessity, convenience, general welfare or good zoning practice require, the City may, by ordinance, change the district boundaries or amend, change or supplement the regulations established by this chapter or amendments thereto. Such change or amendment shall be subject to the review and recommendation of the Plan Commission.
- B. Initiation. A change or amendment may be initiated by the Council, the Plan Commission or by a petition of one or more of the owners or lessees of property within the area proposed to be changed.
- C. Petitions. Petitions for any change to the district boundaries or amendments to the regulations shall be filed with the Clerk-Treasurer and shall describe the premises to be rezoned or the regulations to be amended, list the reasons justifying the petition, specify the proposed use and have attached the following:
  - (1) A plot plan showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
  - (2) The owners' names and addresses of all properties lying within 200 feet of the area proposed to be rezoned.
  - (3) Additional information required by the Plan Commission.
  - (4) Fees as stated in the City of Waterloo Fee Schedule. **[Amended 11-17-2005 by Ord. No. 2005-4]**
- D. Recommendations. The Plan Commission shall hold a public hearing as provided for in § 62.23(7)(d), Wis. Stats., and review all proposed changes and amendments within the corporate limits and shall recommend that the petition be granted as requested, modified or denied. The recommendation shall be made at a meeting subsequent to the meeting at which the petition is first submitted and shall be made in writing to the Council.
- E. Council action. After careful consideration of the Plan Commission recommendations, the Council shall vote on the passage of the proposed change or amendment. If the Council denies the proposed change or amendment, a similar petition for such change or amendment may not be submitted for a period of one year.
- F. Protest. In the event of a protest against such district change or amendment to the regulations of this chapter, duly signed and acknowledged by the owners of 20% or more of the land included in such proposed change, or by the owners of 20% or more of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such changes or amendments shall not become effective except by the favorable vote of 3/4 of the members of the Council voting on the proposed change.

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 385-18 A Agricultural District.**

The A Agricultural District provides exclusively for agricultural uses. The intent is to help conserve good farming areas and prevent uncontrolled, uneconomical spread of residential development which results in excessive costs to the community for premature provision of essential public improvements and services.

A. Permitted uses.

- (1) Churches, schools, parks and municipal buildings.
- (2) Farming.
- (3) In-season roadside stands for the sale of farm products produced on the premises.
- (4) Water storage and sewage disposal plants and power stations, when surrounded by an eight-foot or more woven fence.
- (5) Nurseries, greenhouses and other agricultural uses.
- (6) Uses customarily incident to any of the above uses, including residential uses incident to any of the above uses.

B. Conditional uses. See also § **385-21** of this chapter.

- (1) Fur farms.
- (2) Kennels.
- (3) Farm machinery repair businesses including welding and metal fabrication not exclusive to farming or agricultural implements. **[Added 10-7-2021 by Ord. No. 2021-08]**

C. Lot, yard and building requirements.

- (1) Lot frontage: minimum 200 feet.
- (2) Lot area: minimum five acres.
- (3) Residence:
  - (a) Yard and building requirements: same as R-1 District.
- (4) Farm buildings:
  - (a) Front yard: minimum 300 feet.
  - (b) Side yards: minimum 300 feet.
  - (c) Rear yard: minimum 300 feet.
  - (d) Building height: maximum 50 feet.

D. Off-street parking and loading. (See § **385-23.**) **[Amended 3-15-2007 by Ord. No. 2007-05]**

City of Waterloo, WI  
Tuesday, June 7, 2022

## Chapter 385. Zoning

### § 385-17. Planned Development Districts (PDD).

[Amended 7-2-2009 by Ord. No. 2009-09]

A. Purpose; general description.

- (1) The Planned Development District provides a regulatory framework to encourage improved environmental design by allowing flexibility in the development of land while ensuring compliance with the basic intent of the Zoning Code and with the City's Comprehensive Plan. The Planned Development District has no set standards and specifications. A developer may propose uses or combinations of uses and configurations of intensity and density of development. Through a process of Plan Commission review, public hearing and Common Council review and approval, accompanied by discussions with the developer and, as appropriate, with other interested parties, an agreement may be reached between the property owner and the City. The terms of the agreement constitute the zoning requirements for the property. These requirements have the same legal force and effect as do standard zoning requirements.
- (2) As a general rule, the project size should be at least 96,000 square feet to achieve the community benefits of PDD zoning. Projects encompassing less than 96,000 square feet are presumptively too small, but may still be submitted and considered.

B. Criteria for approval. As a basis for determining the acceptability of a Planned Development District, the following criteria shall be applied to the general implementation plan, with specific consideration as to whether or not it is consistent with the general purpose and intent of the City's Zoning Code and Comprehensive Plan, whether it has been prepared with competent professional expertise and guidance, and whether it produces significant community benefits of an environmental design nature or otherwise that compensate for modifications in normal zoning requirements, to wit:

- (1) Character and intensity of land use. The uses proposed and their intensity and arrangement on the site shall:
  - (a) Respect the physical attributes of the site, with particular concern for preservation of natural features, tree growth and open space;
  - (b) Produce an attractive environment of sustained aesthetic and ecological desirability, economic stability and functional practicality compatible with development prospects for the area;
  - (c) Not adversely affect the anticipated provision of school or municipal services; and
  - (d) Not create a traffic or parking demand incompatible with the existing or proposed facilities to serve it.
- (2) Economic feasibility and impact. The proponents of a Planned Development District shall provide evidence satisfactory to the Plan Commission and the Common Council that the project will not adversely affect the economic prosperity of the City or the values of surrounding properties.



- (1) Following submission of an application including all of the information required under Subsections **B** and **C** and the payment of the required fees, the matter shall be placed on a Plan Commission agenda for concept review. Initial review is review of the project at the concept level and is not binding. The preferred procedure is for one or more iterations of Plan Commission initial review to occur prior to introduction of a formal petition for rezoning. The applicant may seek to accelerate review by introducing the rezoning petition prior to Plan Commission initial review. Whenever the required petition is introduced, the normal rezoning procedure occurs, including notice and hearing before the Plan Commission. The issues that are the subject of this public hearing are the rezoning request and the general implementation plan.
  - (2) If the Plan Commission determines more information is needed in order to adequately evaluate the application, it shall notify the applicant of the additional information required and may defer consideration of the application until such information has been provided. If the Plan Commission determines that it requires the assistance of one or more independent consultants, such as an engineer, hydrologist, soils scientist, or land use planner, in order to adequately evaluate the application, it shall notify the applicant of such determination and may require the applicant to make a cash deposit with the City Clerk or fund the City's hiring of the consultant(s); and may defer consideration of the application until the consultant(s) has (have) been retained and provided the City with the assistance required to adequately evaluate the application.
  - (3) Once the application has been submitted and the Plan Commission completes its conceptual review, and provided a petition for rezoning to a PDD has been filed, together with all other information required hereunder, the Plan Commission shall hold a public hearing thereon in accordance with the provisions of this Code.
  - (4) Following the required public hearing before the Plan Commission, the Plan Commission shall meet to make a determination and recommendation whether to advise the Common Council to approve the rezoning and the general implementation plan, to approve it with modifications, or deny it.
  - (5) The Plan Commission's reports and recommendations shall be made in a written report to the Common Council. A complete set of maps, plans and written documentation fully describing the proposed development as recommended by the Plan Commission at a general implementation plan level shall accompany the report of the Plan Commission. In a situation in which the applicant disagrees with certain recommendations of the Plan Commission and is urging the Common Council to approve with modifications, the applicant must supply documentation of those modifications to the Council prior to the matter being placed on the agenda of the Common Council.
- E. Common Council action on general implementation plan. Following receipt of the Plan Commission: recommendations as provided for in Subsection **D(5)** above, the Common Council may either accept the recommendation, reject the recommendation or conditionally accept the recommendation. If the recommendation is accepted or accepted with conditions, the Common Council shall enact a Planning Development District Ordinance relating to the subject property, containing such terms and conditions as it deems appropriate.
- F. Owner's consent following Common Council approval. If the Planned Development District Ordinance as adopted by the Common Council provides explicitly, the area of the PDD may be segmented for purposes of development. Unless segmented, the owners of record of all included parcels must consent in writing within a single thirty-day period following Common Council adoption in order for the PDD rezoning to take effect. If segmented, the written consent rule applies separately to each segment. Consent shall be binding upon future owners of the parcels in question, and such consents may not be conditioned or revocable by owners.
- G. Filing of general implementation plan; effective date. When all of the consent signatures for lands in the parcel being rezoned have been filed with the Zoning Administrator, the documentation on Plan Commission and Common Council action and on the general implementation plan and the

Commission must determine that the specific implementation plan is reasonably consistent with the previously approved general implementation plan.

- (3) If the Plan Commission recommends approval of a specific implementation plan, complete documentation describing the plan, and any contracts that the Plan Commission deems necessary for the implementation of the plan, shall be prepared, reviewed by the Zoning Administrator and, when found to be complete, the Zoning Administrator shall place the plan on the agenda of the Common Council.
- K. Common Council review of specific implementation plan. The Common Council shall consider and act on the specific implementation plan after reviewing the recommendations of the Plan Commission on same. The Common Council shall approve a specific implementation plan that is reasonably consistent with the previously approved implementation plan.
- L. Filing of specific implementation plan; effective date. The provisions of Subsection **G** shall apply to the processing of and consent signatures for a specific implementation plan following approval by the Common Council. Signatures are required by property owners only in the area affected by the specific implementation plan. The Zoning Administrator shall record an affidavit of zoning status fully approved by the Common Council. The recording of the affidavit shall constitute a PDD-SIP zoning of the property in operation; which is effective as of the date of recording of the affidavit.
- M. Effect of SIP approval; alterations. The recording of the affidavit under Subsection **L** above will entitle the applicant to receive the issuance of building and other land use permits to carry out development activities consistent with that approved plan, subject to all applicable provisions of this Code.
- (1) Any subsequent change of use of any parcel or any modification of the specific implementation plan shall first be submitted for approval to the Plan Commission. If the Plan Commission determines that such change or modification constitutes a substantial alteration of the specific implementation plan, the specific implementation plan shall be required to be amended through the same procedures used to approve, file and record the specific implementation plan. If the Plan Commission determines that such changes or modification does not constitute a substantial alteration of the specific implementation plan, the change may be accomplished by approval of the Plan Commission. Such approved modifications shall be documented and recorded in the official file of the City on the PDD district.
  - (2) The PDD-SIP zoning will expire one year after the recording of the affidavit described in Subsection **L** unless there has been substantial development of the real estate described in the approval specific implementation plan. Substantial development includes, but is not limited to, the recording of approval land divisions, the construction of public infrastructure, and site grading of the subdivided lands. If no such substantial development has occurred, the zoning of the lands expires and reverts to the zoning classification immediately prior to the PDD-GIP district.

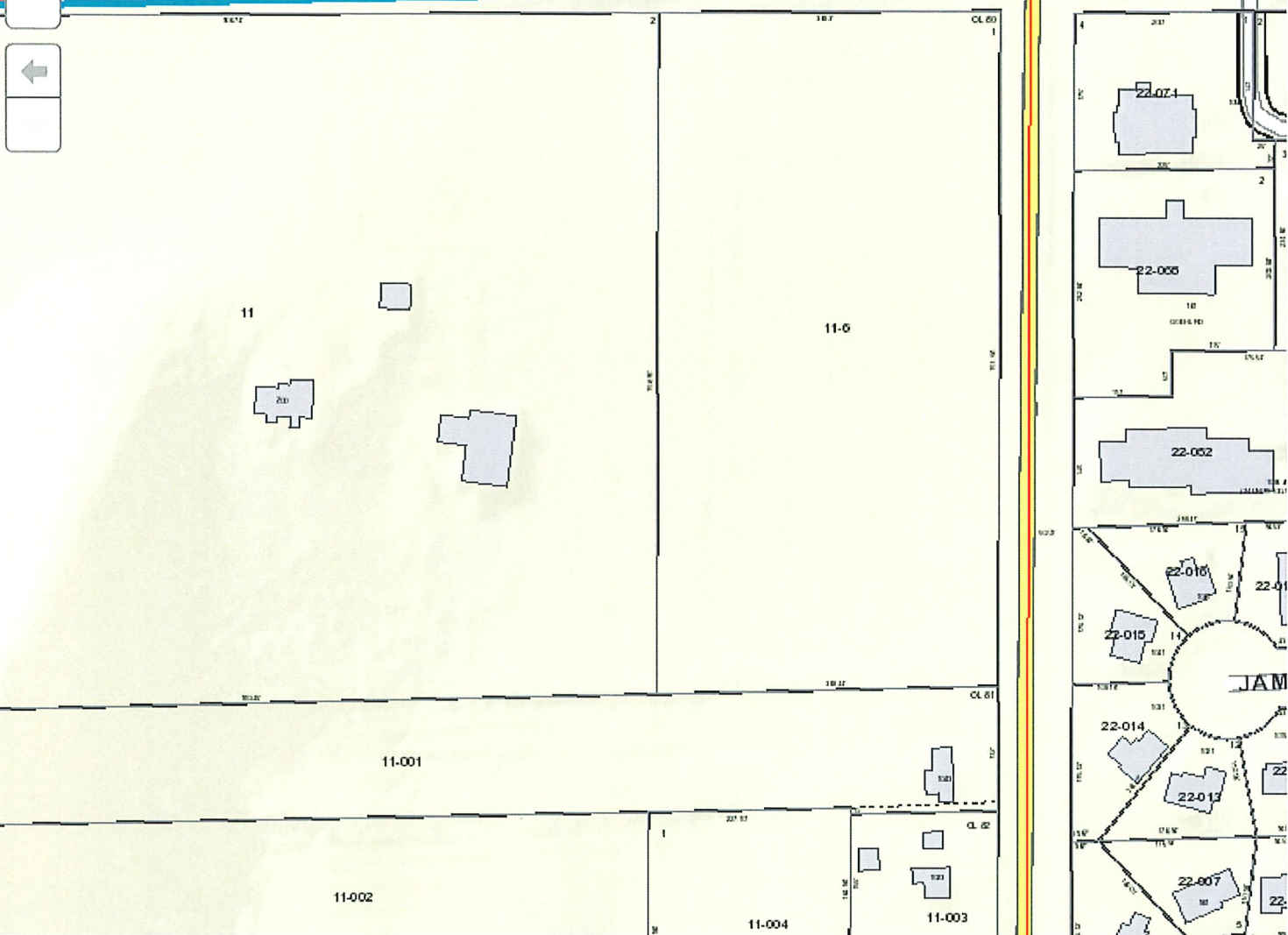


# Jefferson County Wisconsin

F

+

MARKSON RD



200ft

437,802.82729 2,237,242.26540 Feet

## Jeanne Ritter

---

**From:** Ben Filkouski <ben.filkouski@madisoncommercialre.com>  
**Sent:** Tuesday, June 21, 2022 2:54 PM  
**To:** Jeanne Ritter  
**Subject:** Re: CDA Agenda for tonight

Jeanne,

I will not be available tonight.

The developer is Nate Snyder whom owns Snyder Excavating. It sounds like he has had numerous conversations with the municipality regarding his multi-phase development. He is looking to build some man-cave/she-shed service bay type commercial buildings as well as a handful of multi-family buildings. He has not had an engineer layout a site plan as of yet.

Overall the main points here are...

1. The offer is contingent upon municipal approval of engineering & architect plans.
2. The offer is contingent upon executed a developer's agreement for the project.
3. The offer is contingent upon a new certified survey map (CSM) which will parcel the land that is being purchased off from the rest of the parcel. It will also allow the developer to have a parcel zoned for the multi-family portion of the project and keep the current zoning on the part of the parcel that will be for the commercial service bays.
4. We have provided 120 days to get through proposed use contingencies meaning project approval by the municipality.

Please follow up with any questions that the CDA might have pertaining to the offer. I would recommend that the CDA accepts the offer upon review and okay from the municipalities lawyer. From acceptance, the buyer can go ahead and get an architect/engineer to start to layout the site and bring materials for the next CDA meeting for approval.

We also need to confirm what the parcel designated for multi-family will need to be rezoned to.

Thanks,  
Ben

**Benjamin J. Filkouski**  
Broker | Partner | Wisconsin  
*Investment Sales & Leasing*  
Mobile 608-333-7734



Madison Commercial Real Estate LLC  
5609 Medical Circle, Suite 202  
Madison WI 53719

[www.madisoncommercialre.com](http://www.madisoncommercialre.com)

On Jun 21, 2022, at 2:30 PM, Jeanne Ritter <[jritter@waterloowi.us](mailto:jritter@waterloowi.us)> wrote:

Approved by the Wisconsin Real Estate Examining Board  
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Madison Commercial Real Estate LLC  
Page 1 of 12, WB-13

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

1 LICENSEE DRAFTING THIS OFFER ON June 20, 2022 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Nate Snyder, and or assigns

4 offers to purchase the Property known as 333 Portland Road

5  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or  
7 attach as an addendum per line 686] in the City of Waterloo,

8 County of Jefferson Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One  
10 \_\_\_\_\_ Dollars (\$ 1.00 ).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: \_\_\_\_\_

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: \_\_\_\_\_

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in  
27 an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before \_\_\_\_\_

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on within 30 days of the removal of all contingencies.

37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ \_\_\_\_\_ will be mailed, or commercially, electronically  
48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as NA  
50 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

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

80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
 81 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  
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

99 \_\_\_\_\_  
 100 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 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  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 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.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 30 days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).



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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within 120 days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Commercial & Residential Multi-Family  
252 Development.

253 \_\_\_\_\_ [insert proposed use  
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to  
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

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

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255  **CHECK**  
266 **ALL THAT APPLY**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: \_\_\_\_\_.

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

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: All Approvals & Permits related to all phases of the  
274 development. This offer is contingent upon an executed Developer's Agreement.

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE**:

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;

278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;

279  other \_\_\_\_\_.

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

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 120 days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining)(Seller providing)  **STRIKE ONE** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within 45 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  **STRIKE ONE**

290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 13.7 acres, maximum of 14  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: a new Certified Survey Map to be recorded at

293 closing.  
294 \_\_\_\_\_  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may

295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

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

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

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

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

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

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

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

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 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  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

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

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

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

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached  
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

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

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

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

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

377 **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

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

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

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

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

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

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

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

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

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

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

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

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

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

Property Address: 333 Portland Road, Waterloo, WI

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

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

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

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

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

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a

439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of

441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another

443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if

444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

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

447 \_\_\_\_\_

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_

453 \_\_\_\_\_

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon

456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other

458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"

460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may

463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer)  ("Buyer" if neither is

465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:

467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners

468 association assessments, fuel and \_\_\_\_\_.

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

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

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

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate

473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

474 APPLIES IF NO BOX IS CHECKED.

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

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior

477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**

480 **substantially different than the amount used for proration especially in transactions involving new construction,**

481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**

482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on

484 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

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

488 **TITLE EVIDENCE**

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

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

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 **[STRIKE ONE]** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

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

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

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

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

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

537 \_\_\_\_\_  
 538 \_\_\_\_\_ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 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.

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

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

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 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  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 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  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
651 The Offer is contingent upon the approval of a Developer's Agreement between Nate Snyder  
652 and/or assigns & The City of Waterloo that shall be executed at closing.

653 \_\_\_\_\_  
654 The Offer is contingent upon a new Certified Survey Map to be drafted & approved prior to  
655 closing.

656 \_\_\_\_\_  
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665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Nate Snyder

671 Name of Buyer's recipient for delivery, if any: Ben Filkouski, Madison Commercial Real Estate LLC

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

673 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

674  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
676 line 679 or 680.

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

679 Address for Seller: \_\_\_\_\_

680 Address for Buyer: \_\_\_\_\_

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

682 Email Address for Seller: nate@snyderxp.com

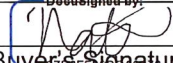
683 Email Address for Buyer: ben.filkouski@madisoncommercialre.com

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

686  **ADDENDA**: The attached \_\_\_\_\_ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Ben Filkouski, Madison Commercial Real Estate LLC

688 \_\_\_\_\_

689 (x)  June 20, 2022  
690 Buyer's Signature ▲ Print Name Here ▶ Nate Snyder Date ▲

691 (x) \_\_\_\_\_  
692 Buyer's Signature ▲ Print Name Here ▶ and or assigns Date ▲

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

697 (x) \_\_\_\_\_  
698 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

699 (x) \_\_\_\_\_  
700 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] Ben Filkouski, Madison Commercial Real Estate

702 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

703 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲