

Committee Name:

**Assembly Committee – Rural Affairs and Forestry
(AC–RAF)**

Appointments

01hr_AC–RAF_Appt_pt00

Committee Hearings

01hr_AC–RAF_CH_pt00

Committee Reports

01hr_AC–RAF_CR_pt00

Clearinghouse Rules

01hr_AC–RAF_CRule_01–

Executive Sessions

01hr_AC–RAF_ES_pt00

Hearing Records

01hr_ab0696

01hr_sb0000

Misc.

01hr_AC–RAF_Misc_pt00

Record of Committee Proceedings

01hr_AC–RAF_RCP_pt00

01-10-02 PH AB 375, AB 600, AB 644

& ~~LRB 4244~~ & 4281 - Exec. AJR 51

AB 695 AB 696

AB 600

Committee Meeting Attendance Sheet

Assembly Committee on Rural Affairs and Forestry

Date: January 10, 2002 Meeting Type: Public Hearing
Location: 300 NE - State Capitol

<u>Committee Member</u>	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
Rep. John Ainsworth, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Donald Friske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Stephen Freese	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Gabe Loeffelholz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Tom Sykora	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Barbara Gronemus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Mary Hubler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rep. Marlin Schneider	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Totals:	<u>7</u>	<u>1</u>	<u> </u>

Kristina Boardman

Kristina Boardman, Committee Clerk

Committee Meeting Attendance Sheet

Assembly Committee on Rural Affairs and Forestry

Date: January 10, 2002 Meeting Type: Executive Session
Location: 300 NE - State Capitol

<u>Committee Member</u>	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
Rep. John Ainsworth, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Donald Friske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Stephen Freese	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Gabe Loeffelholz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Tom Sykora	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Barbara Gronemus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rep. Mary Hubler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rep. Marlin Schneider	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Totals:	<u>7</u>	<u>1</u>	<u> </u>

Kristina Boardman
Kristina Boardman, Committee Clerk

AD 696

Rep. Frisbe - in favor

Ken Hujanen - in favor

(full amount)

Forest crop law
open for public hunting
& fishing

MEV - open land
however a certain #
of acres can be closed
(up to 80 acres)

Tom Larson - against
WI Realtors Assoc

8:30
next cte
date



6x20

In Interim
take cte to visit:

- Forest Products
Lab Paper Mill

- Major Forest
State and Park

PMC OK

MEMORANDUM

To: Assembly Committee on Rural Affairs and Forestry Members

From: Chairperson John Ainsworth

Date: January 3, 2002

Re: January 10th Public Hearing and Executive Session

Please find attached an amended hearing notice for the January 10th Rural Affairs and Forestry committee meeting. The notice has been amended to include the bill numbers for LRB 4244 (AB 695) and LRB 4281 (AB 696).

Also attached is a copy of an Assembly Substitute Amendment to 2001 Assembly Joint Resolution 51. This substitute amendment will be considered in the executive session following the public hearing. The substitute amendment has been drafted to reflect the updated needs of the U.S. Department of Agriculture Forest Service. As discussed at the April 19, 2001 public hearing, this substitute amendment requests funding for salvaging lumber at Badger Army Ammunition Plant, rather than the previously requested research funding.

If you have any additional questions regarding this upcoming committee meeting, please do not hesitate to contact Committee Clerk Kristina Boardman at 266-3097.

**Testimony Before the
Assembly Rural Affairs and Forestry
Committee
January 10, 2002**

In Regards to AB 696

Good afternoon Chairman Ainsworth and committee members. I am Ken Hujanen, chief of the Forest Tax Section, Division of Forestry, in the Department of Natural Resources. First let me thank you for this opportunity to come before you in regard to AB 696.

The Department of Natural Resources supports this bill as an excellent move to improve information going to potential new landowners of Managed Forest Lands. We support both the informing of individuals and the promotion of the tax laws but feel a few changes in the bill will make it more effective.

This legislation addresses a problem we run across within the forest tax program, namely that of new landowners finding out their newly acquired lands are under the Managed Forest Law and then secondly they are no longer going to qualify and will be assessed a withdrawal penalty. We record all our tax law orders, making sure prospective buyers have the opportunity to check on the status of tax law lands. Title searches should point out when lands are under a forest tax law giving everyone a chance to check further on potential problems. This may be missed either in the search or by the buyer. The pre-sale notification would resolve this.

This bill would communicate the designation of Managed Forest Law lands to the new owners and let them know if qualification will continue. The challenge is the present landowners often do not know if continuation is valid. Many times it is obvious, but there are some points under the law they may miss, i.e.: the 20% non-productive question. They must know if the land is producing 20 cubic feet per acre per year of wood. Simplifying this to noticing the new landowner the lands are under the tax laws and may or may not continue should be enough to alert prospective buyers that the need to assess this issue prior to purchase.

The second facet of this bill, which applies to land without tax law designation, requires landowners to notify purchasers of its eligibility for the Managed Forest Law. This would require all landowners to become familiar with the tax law eligibility requirements. This in effect will require Realtors dealing with rural lands to have to become familiar with the forest tax laws. It would direct the purchasers of forest land in Wisconsin to talk with an attorney or the local DNR forester to answer questions about the tax laws and eligibility of the acreage. Again, notification that the Managed Forest Law exists and the land may qualify should be sufficient and will not put undue burden on sellers to interpret the law.

Promotion of the Managed Forest Law, as desirable as it would be is still a concern on how we could address the statutory requirements with insufficient staff. At the rate of today's applications, we are surpassing our present capacity to process them. We support promotion of our tax law program but in combination with a plan to handle the full workload.

To make this bill more effective it should first require these notifications for both the Forest Crop and Managed Forest Laws. Second, notification should steer the potential landowners to seek advice when necessary, either legal or from the DNR forester. The following recommendations would simplify the notification and effectiveness of the legislation:

Landowners with forest tax law lands (Managed Forest Law and Forest Crop Law) should be required to disclose this fact and state to the perspective landowner that continuation under the law may or may not be viable with the possibility of a withdrawal penalty.

Landowners with forest lands over 10 acres in size, not under the forest tax laws, should be required to disclose that these lands may qualify for the Managed Forest Law and that the prospective landowners may want to check into its actual eligibility with the local DNR forester.

Both of these issues can be addressed up front with the Realtor checking on the eligibility and transferability of tax law entries and potential for new land entries. Addressing the issues in this manner will cause fewer problems of incorrect information being given on continuation. The new landowner should have some responsibility in checking out the specific tax law eligibility issues both for continuation and new entry.

Thank you for your time and I'm willing to take any questions.

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** _____ [DATE] IS (AGENT OF SELLER)(AGENT OF BUYER)(DUAL AGENT) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, _____,

3 offers to purchase the Property known as [Street Address] _____,

4 _____ in the _____ of _____, County of _____,

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** _____ Dollars (\$ _____).

7
8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____

9 will be paid within _____ days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: _____

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned _____.

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. CAUTION: *Deadlines in the Offer are commonly calculated from acceptance. Consider*

22 *whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.*

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before _____. CAUTION: *This Offer may be withdrawn prior to delivery of the accepted Offer.*

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): _____

31 Seller's delivery address: _____

32 Buyer's recipient for delivery (optional): _____

33 Buyer's delivery address: _____

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (_____) _____ Seller: (_____) _____

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**

42 lease(s), if any, are _____.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or _____

44 _____ no later than _____, _____ unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and _____

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

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (_____). **STRIKE AND COMPLETE AS APPLICABLE**

50

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

58 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**
- 89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.
- 98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.
- 104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
- 111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.
- 114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
- 122 ■ **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**
- 125 ■ **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

WB-12 FARM OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** _____ [DATE] IS (AGENT OF SELLER)(AGENT OF BUYER)(DUAL AGENT) ~~STRIKE TWO~~
2 **GENERAL PROVISIONS** The Buyer, _____, offers to purchase
3 the Property described as: _____
4 _____

5 _____ **INSERT OR ATTACH PROPERTY DESCRIPTION** on the following terms:

6 ■ **PURCHASE PRICE:** _____ Dollars (\$ _____).

7 _____
8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
9 will be paid within _____ days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 223 - 235 and as may be on the Property on the date of this Offer, unless excluded at lines
13 16 - 17, and the following additional items: _____
14 _____
15 _____

16 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____
17 _____

18 ■ **ZONING:** Seller represents that the property is zoned _____.

19 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
20 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**
21 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

22 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
23 _____. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

24 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
25 to a Party shall be effective only when accomplished by one of the methods specified at lines 26 - 35.

26 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
27 a commercial delivery service, addressed either to the Party or to the Party's recipient for delivery designated at lines 29 or 31 (if any),
28 for delivery to the Party's delivery address at lines 30 or 32.

29 Seller's recipient for delivery (optional): _____

30 Seller's delivery address: _____

31 Buyer's recipient for delivery (optional): _____

32 Buyer's delivery address: _____

33 (2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated at lines 29 or 31.

34 (3) By fax transmission of the document or written notice to the following telephone number:

35 Buyer: (_____) _____ Seller: (_____) _____

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

39 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from State of Wisconsin Rental Weatherization
40 Standards (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ will be responsible for compliance,
41 including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

42 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or _____
43 _____ no later than _____, _____ unless another date or place is agreed to in writing.

44 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges,
45 garbage pick-up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental
46 agricultural programs and _____. Any income, taxes or expenses shall accrue
47 to Seller, and be prorated, through the day prior to closing. Net general real estate taxes shall be prorated based on (the net general
48 real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) (_____
49 _____)

50 _____). ~~STRIKE AND COMPLETE AS APPLICABLE~~ **CAUTION: If Property has not been fully assessed for tax purposes**
51 **(e.g. recent land division or completed/pending reassessment) or if proration on the basis of net general real estate taxes is**
52 **not acceptable (for example, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report dated
56 _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference
57 ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and _____

58 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

59 ■ A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) construction or remodeling on Property for which required state or local permits had not been obtained;
- 65 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 66 (f) violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on all levels of
67 all residential properties.**
- 68 (g) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 69 (h) that a structure on the Property is designated as a historic building or that any part of Property is in a historic district;
- 70 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 71 (j) mechanical systems inadequate for the present use of the Property;
- 72 (k) insect or animal infestation of the dwellings located on the Property;
- 73 (l) conditions constituting a significant health or safety hazard for occupants of Property; **NOTE: Specific federal lead paint
74 disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
- 75 (m) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited
76 to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter
77 Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 78 (n) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 79 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 80 (p) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of
81 legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing
82 purposes; See lines 131 -133.
- 83 (q) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland
84 Preservation Plan or being enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or
85 comparable program;
- 86 (r) sites on the Property where chemicals, pesticides, herbicides, petroleum products or other toxic or hazardous materials were
87 disposed of in violation of manufacturer's or government guidelines or other laws regulating disposal of these materials;
- 88 (s) wells on the Property required to be abandoned (Wis. Adm. Code § NR 112.26) but which have not been abandoned according to
89 state regulations;
- 90 (t) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 91 (u) substantial damages to crops from weather or other causes, or substantial injuries or illness in livestock, if sold with the Property;
- 92 (v) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. § 94.73.)
- 93 (w) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge
94 of the nature and scope of the condition or occurrence.

95 ■ **REAL ESTATE CONDITION REPORT:** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide buyers
96 with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt
97 from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never
98 occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "709.02 Disclosure . . . the owner
99 of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . , to the prospective buyer of the property
100 a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days
101 after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's
102 agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration
103 of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
104 information regarding these rescission rights.

105 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage or
106 building square footage figures, or allocation of acreage provided to Buyer by Seller or by a broker, may be approximate because of
107 rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to
108 calculate total square footage of buildings and that total square footage figures will vary dependent upon the formula used. **CAUTION:**
109 **Buyer should verify total square footage formula, total square footage/acreage figures, land, building or room dimensions, or
110 acreage allocation, if material. Buyer should consider the need for a survey to verify land dimensions and allocations.**

111 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
112 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports
113 to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition
114 after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property
115 which does not include testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural
116 gas used as a fuel source, which are hereby authorized.

117 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
118 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
119 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 180 - 183, 373 -
120 376 or in an addendum per line 377. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the
121 purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material
122 terms of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections
123 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

124 ■ **REVIEW OF RECORDS:** **CAUTION:** If surveys, soil analysis, acreage calculations, government program contracts, operating records
125 (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider inserting a
126 contingency for review of these records. See lines 180 - 183, 373 - 376 or use an addendum per line 377.

127 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer
128 shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except
129 for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good
130 and workmanlike manner.

131 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
132 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement
133 addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**