



**SHEBOYGAN AREA**  
— SCHOOL DISTRICT —

**Tuesday, November 14, 2023**

**Time:** 6:00 p.m. – 6:30 p.m.

**CHAIR:** Ms. Ruiz-Harrison

**MEMBERS:** Mr. Burg, Vice Chair  
Ms. Boehmer  
Dr. Hein

**Note:** This meeting will be held in the Superintendent's Conference Room

*\*Starting/ending times may vary*

*(A quorum of the Board may be present)*

The Finance and Budget Committee meeting will be held in the Superintendent's Conference Room, 3330 Stahl Road, Sheboygan, Wisconsin, on **Tuesday, November 14, 2023, at 6:00 p.m.** The following items will be presented for consideration at that time:

Please note some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Boardroom. In addition, the District is offering audio and video access to the meeting via phone connection by calling 1-312-626-6799 with Meeting ID: 878 5325 5477 and Passcode: 171226 or <https://us06web.zoom.us/j/87853255477?pwd=4ZLwhVRd74M756Qd4oS8cRC11CpGH9.1> at the scheduled meeting time.

**REPORT TO THE FINANCE & BUDGET COMMITTEE  
AGENDA**

2 min. **1. FUND 41 CAPITAL PROJECTS – Mr. Mark Boehlke (Action)**

Administration recommends the approval of the Fund 41 Capital Projects through September 30, 2023.

1 min. **2. STATEMENT OF CASH FLOW – Mr. Mark Boehlke (Action)**

Administration recommends the approval of the Statement of Cashflow through September 30, 2023.

1 min. **3. REVENUES & EXPENDITURES REPORTS – Mr. Mark Boehlke (Action)**

Administration recommends the approval of the Revenue & Expenditures reports through September 30, 2023.

1 min. **4. BUDGET REVISIONS & TRANSFERS OF APPROPRIATIONS – Mr. Mark Boehlke (Information)**

No budget revisions and transfers of appropriations as of September 30, 2023.

15 min. **5. FUND BALANCE DESIGNATION DISCUSSION – Mr. Mark Boehlke (Discussion/Possible Action)**

The administration will make recommendations for the June 30, 2023 fund balance designations.

5 min. **6. PURCHASE OF PROPERTY FOR HOUSE CONSTRUCTION PROGRAM – Mr. Mark Boehlke/Mr. Jason Duff (Information/Possible Action)**

The administration recommends approval to purchase lots #20 and #93 in the Stonebrook Crossing subdivision from Stonebrook Crossing, LLC in the amount of \$95,800. Closing will be on or before December 8, 2023.

5 min. **7. CONTRIBUTION TO FUND 46 – Mr. Mark Boehlke (Information/Possible Action)**

The administration recommends transferring \$2,993,742 to the Fund 46 Long-Term Capital Improvement Fund. This is the amount received from the sale of property to Froedtert Health, Inc.

1 min. **8. GIFTS – Mr. Mark Boehlke (Action)**

Administration presents the following list of gifts to the District, requesting approval for those \$2,500 and greater.

<u>Gift</u>	<u>Donor</u>	<u>Building/Program</u>	<u>Amount</u>
<u>For Information</u>			
Monetary	Acuity Insurance	South	250.00
Monetary	Northeast WI Manufacturing Alliance, Inc.	Central	500.00
Monetary	Fortress Floors	South	1,000.00
Monetary	Janice Ann Church	SASD Elem Music	1,000.00
Monetary	Curt/Sarah Hinz	Urban	1019.00
Monetary	Brittani Meidle Moua	Sheboygan Theatre Company	60.00
Monetary	James Imaging	Sheboygan Theatre Company	250.00
Monetary	Greg Schoemer	Sheboygan Theatre Company	360.00
Monetary	Kristin Shafron	Sheboygan Theatre Company	75.00
Monetary	Erin Rakow	Sheboygan Theatre Company	35.00
Monetary	Amy Wilsnack	Sheboygan Theatre Company	50.00
Monetary	Michael Selinski	Sheboygan Theatre Company	500.00
Monetary	April Wynveen	Sheboygan Theatre Company	35.00
Monetary	Lorrene Gaynor	Sheboygan Theatre Company	60.00
Monetary	Liz Cardimona	Sheboygan Theatre Company	60.00
Monetary	Patti Chapman	Sheboygan Theatre Company	35.00
Monetary	Kathleen Beuttenmueller	Sheboygan Theatre Company	100.00
Monetary	Randy/Deb Stache	Sheboygan Theatre Company	35.00
Monetary	Tami Benvenuto	Sheboygan Theatre Company	35.00
Monetary	Shannon Vanderputten	Sheboygan Theatre Company	35.00
Monetary	Marcia Fenner	Sheboygan Theatre Company	35.00
Monetary	Megan Romano	Sheboygan Theatre Company	35.00
Monetary	Keli Carpenter	Sheboygan Theatre Company	35.00
Monetary	Dennis Ketterman	Sheboygan Theatre Company	50.00
Monetary	Elba Acevedo	Sheboygan Theatre Company	25.00
Monetary	Donna Bartash Meccia	Sheboygan Theatre Company	100.00
Monetary	Judy Hangartner	Sheboygan Theatre Company	25.00
Monetary	Stephanie Pittner	Sheboygan Theatre Company	35.00
<u>For Action</u>			
Monetary	Brotz Family Foundation	Sheboygan Theatre Company	3,000.00

**Sheboygan Area School District**  
**Capital Improvements**  
**Revenues and Expenditures**  
**July 1, 2023 thru September 30, 2023**

	2023-24 Original Budget	2023-24 Revised Budget	2023-24 FYTD Activity	2023-24 Remaining Balance
<b>REVENUES</b>				
Tax Levy	1,375,000	1,375,000	-	
Interest	1,000	1,000	28,117	
Prior Year Carryover		-		
<b>TOTAL REVENUE</b>	<b>1,376,000</b>	<b>1,376,000</b>	<b>28,117</b>	
<b>EXPENDITURES</b>				
<b>Projects</b>				
774 ADA	-	-	-	-
775 Asbestos Removal	57,195	57,195	51,085	6,110
776 Assessments	-	-	-	-
777 Athletic Facilities	5,000	5,000	-	5,000
778 Athletic Fields	-	-	-	-
779 Auditoriums	-	-	-	-
780 Blacktop	149,435	149,435	124,435	25,000
781 Bleachers	7,214	7,214	7,214	-
782 Building Envelopes	9,800	9,800	4,800	5,000
783 Building Renovations	-	-	-	-
784 Door Hardware	25,000	25,000	10,510	14,490
785 Electrical	10,000	10,000	3,166	6,834
786 Facility Upgrades	397,574	397,574	246,638	150,936
787 Fencing	18,120	18,120	18,120	-
788 HVAC	80,000	80,000	-	80,000
789 Lighting	20,000	20,000	-	20,000
790 Lockers	-	-	-	-
791 Playgrounds	54,012	54,012	21,862	32,150
792 Plumbing	93,570	93,570	8,063	85,507
793 Roofing	327,980	327,980	250,180	77,800
794 Security/Fire	111,100	111,100	-	111,100
795 Service Systems	10,000	10,000	-	10,000
<b>TOTAL PROJECTS</b>	<b>1,376,000</b>	<b>1,376,000</b>	<b>746,074</b>	<b>629,926</b>
<b>NET SURPLUS(DEFICIT)</b>	-	-	(717,957)	

## STATEMENT OF CASH FLOW

Finance Attach 2

Ending September 30, 2023

	Beginning Balance	Transactions Sep	EOM Sep
<b>ADJUSTED STARTING CASH BALANCE</b>	94,307,695	3,957,106	92,362,412
<b>OPERATING FUNDS (Funds 10 &amp; 27)</b>			
<b>REVENUES</b>			
Operating Transfers In		-	777,017
Local Sources		650,266	650,266
Inter-district Payments In		-	-
Intermediate Sources		-	6,532
State Sources		12,699,777	12,699,777
Federal Sources		2,110	2,110
Other Financing Source		-	-
Other Revenue		40,634	124,394
Total Operating Fund Revenues		13,392,787	14,260,097
<b>EXPENDITURES</b>			
Instruction			
Salaries		3,942,849	4,420,000
Employee Benefits		1,657,798	1,728,245
Purchased Services		122,785	687,449
Non-Capital Objects		214,986	577,250
Capital Objects		4,814	18,927
Other Objects		6,985	19,525
Total Instruction		5,950,217	7,451,397
Support Services			
Salaries		2,148,235	3,921,828
Employee Benefits		898,717	1,767,071
Purchased Services		1,258,851	3,095,318
Non-Capital Objects		150,272	424,423
Capital Objects		51,731	110,805
Debt Retirement		-	-
Insurance		89,080	497,445
Other Objects		20,670	70,202
Total Support Services		4,617,556	9,887,092
Non-Program Transactions		14,253	2,271,947
Total Operating Fund Expenditures		10,582,026	19,610,436
<b>REVENUES OVER (UNDER) EXPENDITURES</b>		<b>2,810,762</b>	<b>(5,350,339)</b>
<b>ALL OTHER FUNDS</b>			
Revenues		161,461	503,686
Expenditures		836,035	1,809,004
		<b>(674,574)</b>	<b>(1,305,318)</b>
Less Net Receivables & Payables		1,820,917	
<b>End of Month Cash Balance</b>		<b>92,362,412</b>	
<b>Fund 49 Red Raider Cash Balance</b>		<b>-</b>	
<b>Less OPEB</b>		<b>(32,295,388)</b>	
<b>Adjusted Cash Balance</b>		<b>60,067,025</b>	
<b>Prior Year - End of Month Cash Balance</b>		<b>91,907,244</b>	
<b>Fund 49 Red Raider</b>		<b>(17,175)</b>	
<b>Less OPEB</b>		<b>(31,425,281)</b>	
<b>Adjusted Prior Year Cash Balance</b>		<b>60,464,788</b>	

**Sheboygan Area School District**  
**General Fund and Special Education Fund**  
**Revenues and Expenditures**  
**July 1, 2023 thru September 30, 2023**

	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD % of Budget	2022-23 Fiscal Year End	2023-24 Original Budget	2023-24 FYTD Activity	2023-24 FYTD % of Budget
<b>REVENUES</b>							
Local Sources	21,774,783	983,429	4.5%	24,036,833	27,184,383	1,427,283	5.3%
Inter-District Payments	1,801,056	0	0.0%	1,806,661	1,973,522	-	0.0%
Intermediate Sources	76,524	0	0.0%	73,181	48,968	-	0.0%
State Sources	103,422,293	12,268,250	11.9%	103,721,245	103,949,381	12,706,309	12.2%
Federal Sources	17,696,292	895,913	5.1%	15,380,689	11,609,686	2,110	0.0%
Other Financing Sources	107,847	64,529	0.0%	586,129	-	-	0.0%
Other Revenue	583,573	312,580	53.6%	1,043,500	444,048	124,394	28.0%
<b>TOTAL REVENUE</b>	<b>145,462,369</b>	<b>14,524,702</b>	<b>10.0%</b>	<b>146,648,239</b>	<b>145,209,988</b>	<b>14,260,097</b>	<b>9.8%</b>
<b>EXPENDITURES</b>							
<b>Instructions</b>							
Salaries	52,261,243	4,583,461	8.8%	52,493,846	54,235,959	4,420,000	8.1%
Employee Benefits	22,690,877	1,729,350	7.6%	22,365,439	23,328,834	1,728,245	7.4%
Purchased Services	1,339,784	337,158	25.2%	999,710	1,038,933	687,449	66.2%
Non-Capital Objects	4,881,813	379,698	7.8%	2,101,741	3,658,058	577,250	15.8%
Capital Objects	182,348	47,819	26.2%	175,089	54,602	18,927	34.7%
Other Objects	317,165	36,355	11.5%	137,479	145,490	19,525	13.4%
<b>Total Instruction</b>	<b>81,673,230</b>	<b>7,113,842</b>	<b>8.7%</b>	<b>78,273,304</b>	<b>82,461,876</b>	<b>7,451,397</b>	<b>9.0%</b>
<b>Support Services</b>							
Salaries	21,920,927	3,861,615	17.6%	21,727,274	19,087,786	3,921,828	20.5%
Employee Benefits	9,718,317	1,680,294	17.3%	9,726,519	9,412,652	1,767,071	18.8%
Purchased Services	17,330,920	2,890,001	16.7%	13,786,541	12,093,993	3,095,318	25.6%
Non-Capital Objects	3,188,248	374,429	11.7%	1,996,272	2,737,747	424,423	15.5%
Capital Objects	1,303,188	341,879	26.2%	938,281	448,732	110,805	24.7%
Debt Retirement	-	0	0.0%	203,822	1,610	-	0.0%
Insurance	1,042,949	415,248	39.8%	845,645	1,049,669	497,445	47.4%
Other Objects	2,010,040	63,610	3.2%	143,817	162,024	70,202	43.3%
<b>Total Support Services</b>	<b>56,514,590</b>	<b>9,627,077</b>	<b>17.0%</b>	<b>49,368,172</b>	<b>44,994,213</b>	<b>9,887,092</b>	<b>22.0%</b>
<b>Non-Program Transactions</b>	<b>15,656,791</b>	<b>2,133,138</b>	<b>13.6%</b>	<b>17,872,889</b>	<b>17,753,899</b>	<b>2,271,947</b>	<b>12.8%</b>
<b>TOTAL EXPENDITURES</b>	<b>153,844,610</b>	<b>18,874,057</b>	<b>12.3%</b>	<b>145,514,364</b>	<b>145,209,988</b>	<b>19,610,436</b>	<b>13.5%</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>(8,382,241)</b>	<b>(4,349,356)</b>		<b>1,133,874</b>	<b>(0)</b>	<b>(5,350,339)</b>	

**Sheboygan Area School District**  
**Nutritional Services Fund**  
**Revenues & Expenditures**  
**July 1, 2023 thru September 30, 2023**

	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD % of Budget	2022 23 Fiscal Year End	2023-24 Original Budget	2023-24 FYTD Activity	2023-24 FYTD % of Budget
<b>REVENUES</b>							
100 Operating Transfers In	-	-		-	-	-	0.0%
200 Local Sources	184,914	32,351	17.5%	306,315	260,650	51,067	0.0%
600 State Sources	-	-	0.0%	73,826	-	-	0.0%
700 Federal Sources	5,531,570	120,518	2.2%	5,222,132	6,682,500	48,125	0.0%
800 Other Financing Sources	-	-	0.0%	8,808	-	-	0.0%
900 Other Revenue	-	-	0.0%	295	500	-	0.0%
<b>TOTAL REVENUE</b>	<b>5,716,484</b>	<b>152,870</b>	<b>2.7%</b>	<b>5,611,376</b>	<b>6,943,650</b>	<b>99,192</b>	<b>1.4%</b>
<b>EXPENDITURES</b>							
100 Salaries	1,331,131	183,803	13.8%	1,414,990	1,574,507	174,695	11.1%
200 Employee Benefits	438,412	45,192	10.3%	407,471	465,834	49,674	10.7%
300 Purchased Services	403,219	64,773	16.1%	274,360	383,520	63,036	16.4%
400 Non-Capital Objects	4,534,151	522,501	11.5%	3,973,955	5,032,800	586,063	11.6%
500 Capital Objects	207,271	26,771	12.9%	167,315	800,000	62,391	7.8%
600 Principal	-	-	0.0%	7,951	-	-	0.0%
700 Insurance	44,000	-	0.0%	50,354	45,000	-	0.0%
900 Other Objects	12,300	6,553	53.3%	10,584	15,800	6,892	43.6%
<b>TOTAL EXPENDITURES</b>	<b>6,970,484</b>	<b>849,593</b>	<b>12.2%</b>	<b>6,306,979</b>	<b>8,317,461</b>	<b>942,751</b>	<b>11.3%</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>(1,254,000)</b>	<b>(696,724)</b>		<b>(695,604)</b>	<b>(1,373,811)</b>	<b>(843,559)</b>	

# EXECUTIVE SUMMARY

## FOR THE SHEBOYGAN AREA SCHOOL BOARD

**Topic:** Fund Balance Designation

**Date:** November 14, 2023

**Prepared by:** Mark Boehlke

- Recommended action:**
- Information only
  - Presentation/discussion
  - Discussion/action by committee
  - Discussion/action by Board of Education
  - Presentation/action next meeting

**Purpose:**

The purpose of this summary is to present information on the General Fund balance and to bring forward designation recommendations that are in alignment with the Board goals.

**How does this relate to the Principles of Equity:**

These recommendations align with Principles of Equity #7: All of our district policies, procedures and funding are aligned with the SASD Principles of Equity, as well as the alignment with federal and state legislation, to eliminate inequities.

**Recommendation:**

It is the recommendation of administration that the Board assign the following amounts of General Fund balance for the described purposes:

**Required Designations**

Non-Spendable Inventories.....\$76,530.38

Restricted – Self Insurance.....\$5,373,878.75  
 Restricted – Common School Funds.....\$15,957.00

**Balances Carried Over From Prior Designations**

Assigned – Subsequent Year’s Budget - Carryover..... \$4,430,180.00  
 Assigned – Future Software Purchase..... \$27,397.54  
 Assigned – Future Phone System Purchase..... \$65,063.43  
 Assigned – Future Land Acquisition.....\$2,000,000.00  
 Assigned – Marketing Initiative.....\$66,112.06  
 Assigned – Future Athletic/PE Facilities Upgrades.....\$1,028,157.87  
 Assigned – Administrative Services Building Remodel and Equipment.....\$500,536.95

**Additions To Prior Year Designations**

**Assigned – Staff Development Training**

Balance forward of \$194,659.47 plus a \$100,000 additional designation.....\$294,659.47

The additional designation is in anticipation of required staff training that will be required under Wisconsin Act 20

**Assigned – Staff Recruitment**

Balance forward of \$69,724.17 plus a \$100,000 additional designation.....\$169,724.17

The additional designation will be used for continued sign on bonuses for Special Education positions.

**Assigned – Student Safety and Security**

Balance forward of \$1,149,126.82 plus a \$700,000 additional designation.....\$1,849,126.82

This additional designation is in anticipation of upgraded fire alarm systems at North and South High School.

**Assigned – Teacher Credentialing and Lakeland Contract For CAPP Classes**

Balance forward of \$83,251.02 plus a \$300,000 additional designation.....\$383,251.02

This additional designation will used to pay for a 3-year contract with Lakeland University to provide CAPP classes at our High Schools and pay for initial credentialing of staff to meet the requirements of the higher learning commission.



**Assigned – Network Infrastructure and Security**

Balance Forward of \$853,246.82 plus a \$100,000 additional designation.....\$953,246.82

This additional designation will be used for equipment and software needed for data backup, network security, and other network infrastructure needs.

**Assigned – Repair and Purchase of Musical Instruments**

Balance forward of \$4,314.79 plus a \$100,000 additional designation.....\$104,314.79

In past years, the Board has designated funds to help replace and repair musical instruments for the band and orchestra programs. Since this need remains, the administration recommends the designation of funds for this purpose.

**Assigned – Future Building Projects and Equipment Expenses**

Balance forward of \$10,538,394.25 plus a \$700,000.00 additional designation.....\$11,238,394.25

This additional designation is being recommended in anticipation of a potential future building project for new Farnsworth and Urban Middle Schools. These funds would reduce the amount needed to be borrowed and reduce the tax impact for residents of the District. The funds in this designation may also be used for any unforeseen building needs that were not part of the Capital Fund 41 budget.

**New Designation**

Assigned – Employee Stipends.....\$3,320,458.00

The Board approved a 4% stipend for employee groups at the September 12, 2023 Board meeting.

**Unassigned Fund Balance**

Unassigned Fund Balance – Working Capital Needs.....\$25,231,991.42

The unassigned fund balance is equal to 17.4% of the 2023-24 general budget. Board policy requires an unassigned balance of 15-20%. Unassigned fund balance is used for working capital and avoids the need for the District to borrow for cash flow purposes.

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**Total General Fund Balance.....\$57,128,980.74**

**Background:**

- **Who is affected?**

These designations will have a positive effect on our students, staff, and community members as programs and facilities are improved throughout the District.

- **What is the cost and budget impact?**

These are designations of cash on hand. There is no negative impact to the current budget since these are all one-time costs. The exception is the use of funds for the 3-year contract with Lakeland University for CAPP classes, but a plan is in place to move these expenses into the operating budget. Future budgets may be impacted if facility improvements require additional maintenance or reduce the required maintenance. By using designated fund balance, the general budget is not needed to fund these items, and money is available to support other priorities within the budget.

- **How will this be implemented and what is the timing?**

Designations can be changed by the Board at any time during the year. Building or facility projects using these designated funds would be brought back to the Board for bid approval.

- **How will we assess if this is successful?**

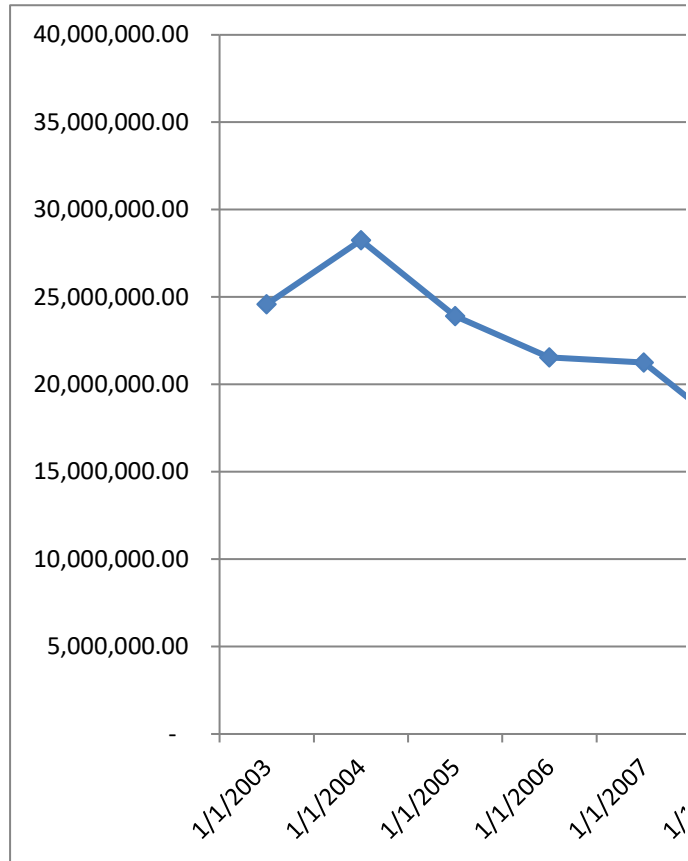
The District will be able to move forward with these one-time expenses without the use of the general fund budget.

**Attachments:**

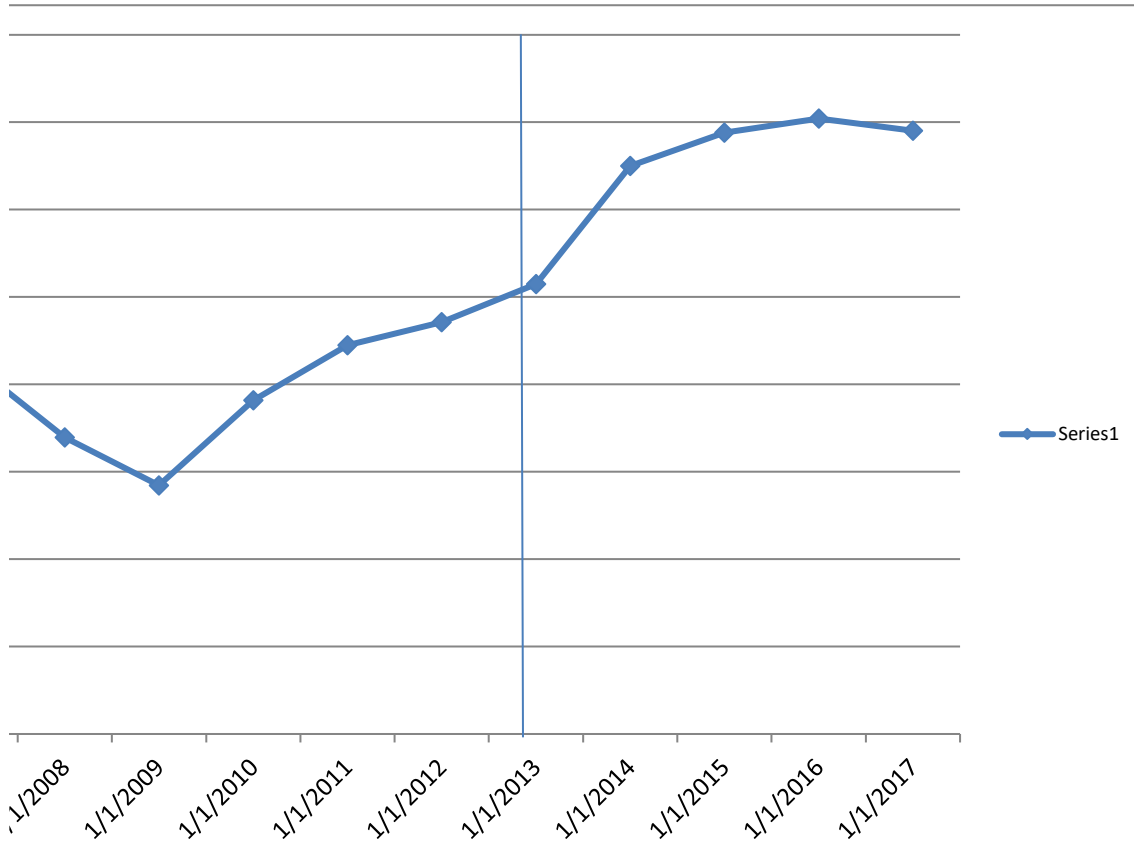
June 30, 2023 Fund Balance

ENDING FUND BALANCE FOR:	6/30/2022	6/30/2023 Bal.		6/30/2023 Proposed
NON-SPENDABLE-INVENTORIES	90,739.57	76,530.38	Restricted	76,530.38
RESTRICTED-SELF INSURANCE	5,168,350.00	5,373,878.75	Restricted	5,373,878.75
RESTRICTED-COMMON SCHOOL FUNDS	51,830.83	15,957.00	Restricted	15,957.00
ASSIGNED SUB YRS BUDGET-CARRYOVER	4,163,712.00	4,430,180.00	Balance Forward	4,430,180.00
652 ASSIGNED FUTURE SOFTWARE PURCHASE	33,157.54	27,397.54	Balance Forward	27,397.54
653 ASSIGNED-FUTURE PHONE SYSTEM	65,063.43	65,063.43	Balance Forward	65,063.43
933 ASSIGNED-FUTURE LAND ACQUISITION	2,000,000.00	2,000,000.00	Balance Forward	2,000,000.00
937 ASSIGNED-MARKETING INITIATIVE	72,102.06	66,112.06	Balance Forward	66,112.06
952 ASSIGNED-FUTURE ATHLETIC/PE FAC. UPGRADES	1,286,514.87	1,028,157.87	Balance Forward	1,028,157.87
945 ASSIGNED-ADMINISTRATIVE SERVICES BUILDING REMODEL AND EQUIPMENT	608,953.50	500,536.95	Balance Forward	500,536.95
ASSIGNED-STAFF RETENTION BONUS FROM COVID RELIEF FUNDS	1,314,315.00	-	Balance Spent	-
936 ASSIGNED-WARRINER BUILDING REMODEL	211,245.73	-	Balance Spent	-
943 ASSIGNED-ASPIRE PROGRAM REMODEL AND EQUIPMENT EXPENSES	245,906.05	-	Balance Spent	-
944 ASSIGNED-CENTRAL SERVICES BUILDING ADA UPGRADES	100,000.00	-	Balance Spent	-
942 ASSIGNED-ADMINISTRATIVE SERVICES BUILDING OPERATING EXPENSES	250,159.70	-	Balance Spent	-
939 ASSIGNED-TEACHER CREDENTIALING FOR CAPP CLASSES	100,000.00	83,251.02	+ 300,000	383,251.02
656 ASSIGNED-STAFF DEVELOPMENT TRAINING	194,659.47	194,659.47	+ 100,000	294,659.47
935 ASSIGNED-STAFF RECRUITMENT	129,483.93	69,724.17	+ 100,000	169,724.17
655 ASSIGNED-STUDENT SAFETY AND SECURITY	1,200,000.00	1,149,126.82	+ 700,000	1,849,126.82
651 ASSIGNED-NETWORK INFRASTRUCTURE AND SECURITY	1,005,876.69	853,246.82	+ 100,000	953,246.82
657 ASSIGNED-REPAIR AND PURCHASE OF MUSICAL INSTRUMENTS	116,114.64	4,314.79	+ 100,000	104,314.79
658 ASSIGNED FUTURE BUILDING PROJECTS AND EQUIPMENT EXPENSES	11,245,684.85	10,538,394.25	+ 700,000	11,238,394.25
ASSIGNED-EMPLOYEE STIPENDS			New Designation	3,320,458.00
UNASSIGNED-WORKING CAPITAL NEEDS	26,341,236.58	30,651,159.42		25,231,991.42
<b>10 Total GENERAL FUND</b>	<b>55,995,106.44</b>	<b>57,127,690.74</b>		<b>57,128,980.74</b>
		57,127,690.74		57,128,980.74
			2023-24 Original Budget:	145,209,988.15
Undesignated Fund Balance as a % of Subsequent Year Budgeted Expenditures:	18.6%		(Board Policy 15% - 20%)	17.4%
			1% =	1,452,099.88
			0.1% =	145,209.99
RESTRICTED-GIFTS				1,421,232.47
<b>21 Total SPECIAL REVENUE TRUST FUND</b>				<b>1,421,232.47</b>
RESTRICTED-RET LGTRM DEB				67,037.11
<b>38 Total NON-REFERENDUM DEBT SERVICE FUND</b>				<b>67,037.11</b>
RESTRICTED-RET LGTRM DEB				628,798.93
<b>39 Total REFERENDUM APPROVED DEBT SERVICE FUND</b>				<b>628,798.93</b>
RESTRICTED-CAPITAL PROJ				2,253,811.14
<b>41 Total CAPITAL EXPANSION FUND</b>				<b>2,253,811.14</b>
RESTRICTED-CAPITAL PROJ				7,607,053.34
<b>46 Total LONG TERM CAPITAL IMPROVEMENT TRUST FUND</b>				<b>7,607,053.34</b>
RESTRICTED-FOOD SERVICE				3,377,075.54
<b>50 Total FOOD SERVICE FUND</b>				<b>3,377,075.54</b>
RESTRICTED-OPEB				24,572,869.61
<b>73 Total EMPLOYEE BENEFIT TRUST FUND</b>				<b>24,572,869.61</b>
ASSIGNED-SUB YRS MIDDLE SCHOOL SPORTS				16,048.00
ASSIGNED-SUB YRS BUDGET				51,428.00
UNASSIGNED				876,325.93
<b>85 Total COMMUNITY SERVICE FUND</b>				<b>943,801.93</b>
ASSIGNED - SHEBOYGAN THEATRE COMPANY				280,600.45
<b>87 Total SHEBOYGAN THEATRE COMPANY FUND</b>				<b>280,600.45</b>
<b>ALL FUNDS</b>				<b>98,281,261.26</b>

<b>6/30/2003</b>	<b>6/30/2004</b>	<b>6/30/2005</b>	<b>6/30/2006</b>	<b>6/30/2007</b>	<b>6/30/2008</b>
18,393,893.00	18,568,813.00	14,484,445.00	15,900,731.00	17,692,065.00	13,438,176.00
24,590,171.33	28,243,652.40	23,906,136.00	21,551,138.34	21,248,641.69	16,972,860.70



6/30/2009	6/30/2010	6/30/2011	6/30/2012	6/30/2013	6/30/2014
11,129,660.00	16,281,484.00	16,708,666.05	12,847,854.00	16,671,788.00	20,047,165.00
14,226,724.93	19,092,854.09	22,242,667.74	23,567,611.88	25,745,869.00	32,506,608.00



<b>6/30/2015</b>	<b>6/30/2016</b>	<b>6/30/2017</b>
22,732,807.18	23,355,015.00	
34,396,250.86	35,211,166.07	34,521,487.51

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

1 LICENSEE DRAFTING THIS OFFER ON September 22, 2023 [DATE] IS ~~(AGENT OF BUYER)~~  
 2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, Sheboygan Area School District  
 4 offers to purchase the Property known as Lot 20 Stonebrook Crossing  
 5 Addition No. 1 and Lot 93 in Stonebrook Crossing Addition No. 2

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 Sheboygan,  
 8 County of Sheboygan Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is Ninety-Five Thousand, Eight Hundred  
 10 Dollars (\$ 95,800.00).

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: See Addendum A

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: see Addendum A

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 October 9, 2023

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 on or before 12/08/2023

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  
 50 Note: No Earnest Money ) **[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 November 18, 2021, 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 see Addendum A

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 \_\_\_\_\_ 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 \_\_\_ 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: \_\_\_\_\_

252 \_\_\_\_\_
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: \_\_\_\_\_

274 \_\_\_\_\_
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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ acres, maximum of \_\_\_\_\_
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: \_\_\_\_\_

293 \_\_\_\_\_
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





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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 \_\_\_\_\_ 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



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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 \_\_\_\_\_  
 447 \_\_\_\_\_ (name other contingencies, if any); and

- 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)  ~~STRIKE ONE~~ ("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  **Current year real estate tax by Seller (no proration)** .

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 60 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 none

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** See Addendum A for additional terms and conditions.  
651 **To the extent of any inconsistencies between this pre-printed Vacant Land Offer to Purchase**  
652 **form and Addendum A, Addendum A shall control.**

653  
654 **This Offer is contingent upon approval by the Sheboygan Area School District Board of**  
655 **Education on or before November 22, 2023, or this Offer is null and void.**

656  
657 **Robert J Werner and Robert R Werner, Managers of Stonebrook Crossing LLC (Seller), are a**  
658 **licensed WI real estate broker and salesperson respectively, and are acting on behalf of**  
659 **the Seller and are not acting in any real estate broker or salesperson capacity for the**  
660 **Buyer. Buyer is represented by their own legal counsel.**

661  
662  
663  
664



Property Address: Lot 20/93 Stonebrook Crossing, Sheboygan, WI 53081

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: \_\_\_\_\_

671 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

673 Seller: ( 920 ) 694-1818 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: 4539 South Taylor Drive, Sheboygan, WI 53081

680 Address for Buyer: 3330 Stahl Road, Sheboygan, WI 53081

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

682 Email Address for Seller: bob@bobwerner.com or ross@wernerhomes.com

683 Email Address for Buyer: jduff@sasd.net

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 Addendum A, VLDR is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Robert J Werner, Manager of Seller

688  
689 (x) Jason Duff Jason Duff, ACP Coordinator 9/27/23  
690 Buyer's Signature ▲ Print Name Here ▶ Sheboygan Area School District Date ▲

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

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) Robert R. Werner Robert R. Werner, Manager 9/27/2023  
698 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

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

701 This Offer was presented to Seller by [Licensee and Firm] Robert R. Werner  
702 \_\_\_\_\_ on 9/27/2023 at 9:32 a.m./p.m.

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

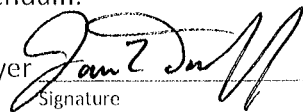


## Addendum A

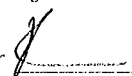
This Addendum A is made a part of the Vacant Land Offer to Purchase dated September 22, 2023, for Lot 20 in Stonebrook Crossing Addition No. 1 and Lot 93 in Stonebrook Crossing Addition No. 2 subdivisions (both Stonebrook Crossing), City of Sheboygan, Sheboygan County, Wisconsin.

1. Developer and Seller is Stonebrook Crossing LLC, a WI limited liability company. Robert J. Werner and Robert R. Werner, Managers of Stonebrook Crossing LLC (Seller) are a licensed WI real estate broker and salesperson respectively.
2. There is no Earnest Money required with this Offer.
3. Buyer acknowledges receipt of the Declaration of Protective Covenants and Restrictions for Stonebrook Crossing.
4. The Buyer acknowledges receipt of the Stonebrook Crossing Grading Plan for the offer lot which shows original grades along with proposed grades for the home and lot, and drainage plan. Some lots may contain fill and could require additional depths for footings and/or foundation at Buyer's expense. The Buyer understands that the grading plan must be followed including after occupancy.
5. The Buyer acknowledges receipt of Stonebrook Crossing plat which shows lot size and easements including public and municipal utility easements and drainage easements. There is an additional drainage easement of 10' (5' per lot) between lots 62 and 63.
6. Stonebrook Crossing lots 14-35 and 92-103 are zoned MR-8 which allows for single family and duplex homes, and lots 36-78 are zoned SR-5 which allows for single family homes.
7. The Buyer is responsible for the City connection fee (currently \$500 for sanitary sewer connection) which is due at the time of building permit issuance.
8. The Buyer is responsible for the cost and installation of the culvert at time of construction.
9. The Buyer is purchasing the properties to build single family homes through the North and South High School Building Program (Program). If home(s) is/are not built by Buyer through this Program, Seller retains the right to purchase the property back from the Buyer at the same Purchase Price as on this Offer (Lot 20-\$49,900, Lot 93-\$45,900) less 10%, with Buyer giving written notice to Seller of decision to not proceed with Program (Notice). Seller to have 30 days from receipt of written Notice to give written notice to Buyer of Seller's decision to purchase the property back, or this provision is no longer valid. If Seller gives written notice to buy back, closing to occur within 30 days. There may be a signed recordable format agreement of this at closing.
10. Sanitary sewer lateral depths may vary and should allow for an 8' or 9' basement with gravity flow sewer. Actual placement of house on lot and length of lateral could affect the depth of lateral at house.
11. The Developer is currently developing subdivision. All items included in the Developer's Agreement with the City of Sheboygan are included in the purchase price at the Developer's expense including street improvements, sanitary sewer, storm system, water mains, laterals to lot line, and utilities.
12. The Buyer is responsible for maintenance and repair/replacement of the common mailbox system at the direction of the US Postal Service.

By signing and dating this Addendum, each Party acknowledges they have received and carefully read this Addendum.

Buyer  _____ Signature	Jason Duff, SASD ACP _____ Print Name Coordinator	Date <u>9/27/23</u>
---	--	---------------------

Buyer _____ Signature	_____ Print Name	Date _____
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Seller  _____ Stonebrook Crossing LLC	Robert R. Werner, Manager _____ Print Name and Title	Date <u>9/27/2023</u>
--	--	-----------------------





WISCONSIN REALTORS® ASSOCIATION  
301 Forest Run Road  
Madison, Wisconsin 53704

## VACANT LAND DISCLOSURE REPORT

### DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Stonebrook Crossing Add.  
o. 1-Lots 14-78, Add. No. 2-Lots 92-103 IN THE City  
CITY (VILLAGE)- (TOWN) OF Sheboygan, COUNTY OF  
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION  
709.02 OF THE WISCONSIN STATUTES AS OF November (MONTH) 18th (DAY), 2021  
(YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN  
THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES  
MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract  
or sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02),  
provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

### NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the  
purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to  
obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them  
with respect to any advice, inspections, defects, or warranties.

#### A. OWNER'S INFORMATION

1. In this form, "aware" means the "owner(s)" have notice or knowledge.
2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that  
could significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or  
replaced would significantly shorten or adversely affect the expected normal life of the premises.
3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real  
property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.  
  
Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to  
supervision by a court, and who has never occupied the property transferred is not required to complete this report. An  
"owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the  
real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)
4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been  
accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any  
question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason  
why the response to the question is "yes."
5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common  
elements of the condominium, and any limited common elements that may be used only by the owner of the condominium  
unit being transferred.
6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective  
buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby  
authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose  
any information in the report, to any person in connection with any actual or anticipated sale of the property.

**CAUTION:** The lists of defects following each question below are examples only and are not the only defects that may  
properly be disclosed in response to each respective question.



**B. ENVIRONMENTAL**

- |   | YES                                 | NO                                  | N/A                      |
|---|-------------------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsurface conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECF/A), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses B4 - See Grading Plan for original and proposed grades. Some lots may contain fill which may result in needing additional stone/sand fill and/or deeper footings in foundation at Buyer's expense.   |                                     |                                     |                          |

**C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS**

- |  | YES                      | NO                                  | N/A                                 |
|--|--------------------------|-------------------------------------|-------------------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C4. Are you aware of a joint well serving this property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C5. Are you aware of a defect relating to a joint well serving this property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C7. Explanation of "yes" responses   |                          |                                     |                                     |



**D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses: D1 - Lots are under development and are to be reassessed upon completion of development.			

**E. LAND USE**

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <a href="https://www.revenue.wi.gov/Pages/EQS/slf-useassmt.aspx">https://www.revenue.wi.gov/Pages/EQS/slf-useassmt.aspx</a> or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



	YES	NO	N/A
E11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit <a href="https://datcp.wi.gov/Pages/Programs_Services/EPAgreements.aspx">https://datcp.wi.gov/Pages/Programs_Services/EPAgreements.aspx</a> for more information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E15. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E16m. Are you aware of a written agreement affecting riparian rights related to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E16n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? <i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E19. Are you aware of existing or abandoned manure storage facilities located on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E20. Are you aware that all or part of the property is enrolled in the managed forest land program? The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <a href="http://dnr.wi.gov/topic/forestry.html">http://dnr.wi.gov/topic/forestry.html</a> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E21. Explanation of "yes" responses: E7 - Protective Covenants & Restrictions for Stonebrook Crossing E8 - See plat for easements. Additionally lots 62 & 63 have a 10' drainage easement between lots (5' per lot).			

**F. ADDITIONAL INFORMATION**

	YES	NO	N/A
F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>





YES NO N/A

- F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?  YES  NO  N/A
- F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?  YES  NO  N/A
- F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?  YES  NO  N/A
- F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?  YES  NO  N/A
- F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)
  - a. Electricity Podestal  YES  NO  N/A
  - b. Municipal water Lateral to Lot  YES  NO  N/A
  - c. Telephone Podestal  YES  NO  N/A
  - d. Cable television Podestal  YES  NO  N/A
  - e. Natural gas In Road Right of Way  YES  NO  N/A
  - f. Municipal sewer Lateral to Lot  YES  NO  N/A
- F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?  YES  NO  N/A
- F8. Are you aware of other defects affecting the property?  
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.  YES  NO  N/A
- F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?  YES  NO  N/A
- F9m. *Is the owner a foreign person, as defined in 26 USC 1445 (f)? (i.e. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.*  YES  NO  N/A
- F10. The owner has owned the property for 2 years.
- F11. Explanation of "yes" responses \_\_\_\_\_

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.



**OWNER'S CERTIFICATION**

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner: [Signature] Robert J. Wornor - Manager, Stonobrook Crossing LLC Date: November 18, 2021  
Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person: \_\_\_\_\_ Items: \_\_\_\_\_ Date: \_\_\_\_\_  
Person: \_\_\_\_\_ Items: \_\_\_\_\_ Date: \_\_\_\_\_  
Person: \_\_\_\_\_ Items: \_\_\_\_\_ Date: \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer: Jason D. M., SASD ACP Coordinator Date: 9/27/23  
Prospective buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
Prospective buyer: \_\_\_\_\_ Date: \_\_\_\_\_

*Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.*

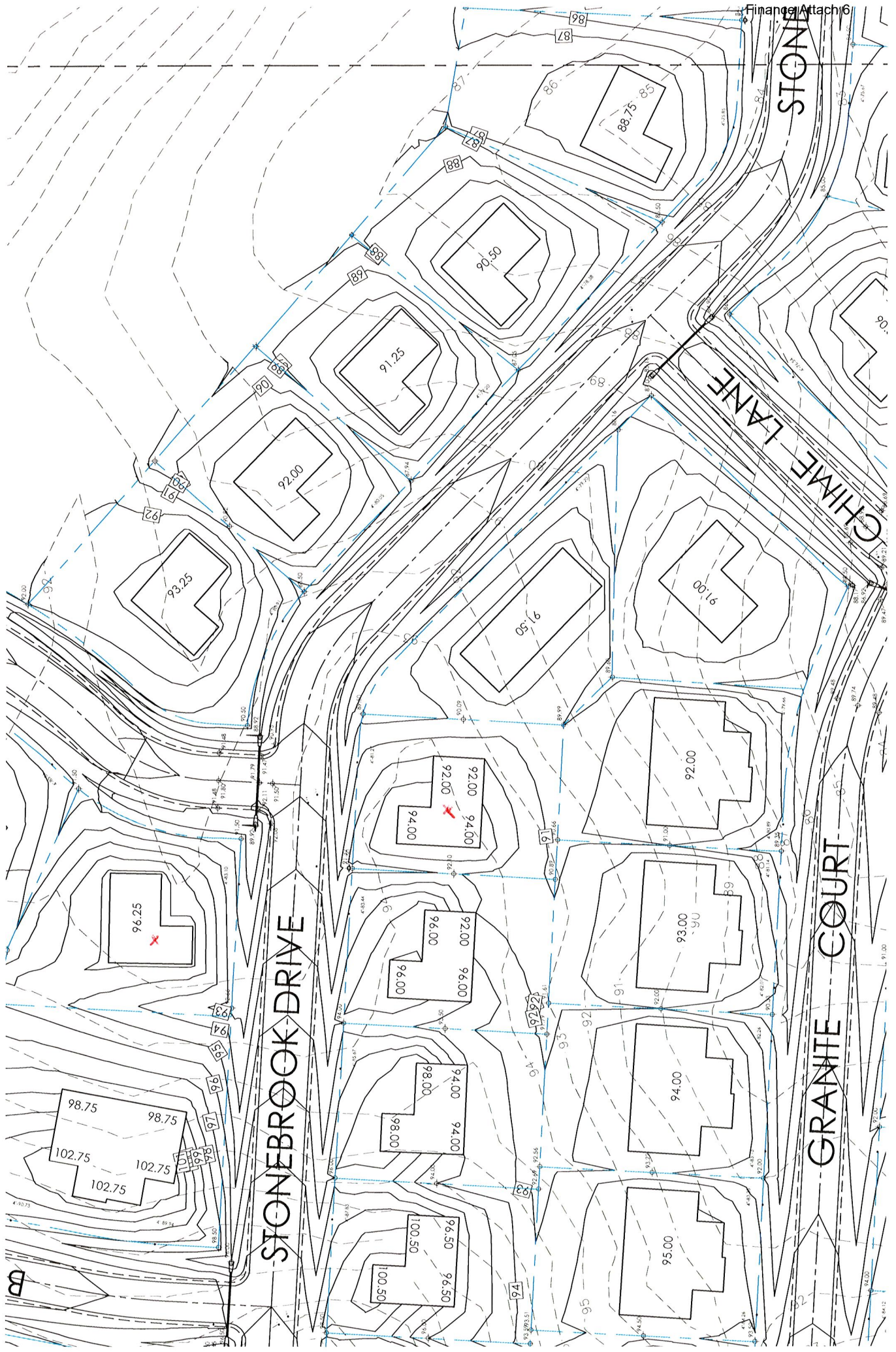


STONE

CHIME LANE

GRANITE COURT

STONEBROOK DRIVE



B



**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR STONEBROOK CROSSING ADDITION NO. 1**

**City of Sheboygan  
Sheboygan County, Wisconsin**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is executed by STONEBROOK CROSSING LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", this 27<sup>th</sup> day of July 2021.

WHEREAS, the Developer is the owner of the real property in the City of Sheboygan, Sheboygan County, Wisconsin, under the name and plat of Stonebrook Crossing Addition No. 1 (hereinafter "Stonebrook Crossing") and more particularly described as follows:

*Lots Fourteen (14) through Seventy-Eight (78), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin*

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities, environment and residential opportunities in Stonebrook Crossing and to this end and in order to ensure the best use of the land and most appropriate development and to prevent the erection of unsightly, poorly designed or constructed improvements, desire to subject said real property to the protective covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developer declares that the real property of Stonebrook Crossing is and shall be held, transferred, sold, conveyed, and occupied subject to the protective covenants and restrictions hereinafter set forth.

**Article I  
Architectural and Aesthetic Control**

1.1 Architectural and Aesthetic Control Committee The administration of these protective covenants and restrictions, the authority to grant approval hereunder and the discretionary powers granted in this Declaration shall be vested in the Stonebrook Crossing Architectural and Aesthetic Control Committee (hereinafter the "Committee").

1.2 Committee Purpose The Committee shall have the authority to enforce the terms and provisions of this



8 5 6 0 7 8 1

Tx:4218560

2119919

**SHEBOYGAN COUNTY, WI**

**RECORDED ON**

**07/30/2021 03:59 PM**

**ELLEN R. SCHLEICHER**

**REGISTER OF DEEDS**

**RECORDING FEE: 30.00**

**TRANSFER FEE:**

**EXEMPTION #**

Cashier ID: 3

PAGES: 7

THIS SPACE RESERVED  
FOR RECORDING DATA

RETURN TO:

STONEBROOK CROSSING LLC

4539 S TAYLOR DR

SHEBOYGAN, WI 53081

PARCEL IDENTIFICATION NUMBERS:

- 59281471054, 59281471055, 59281471056, 59281471057, 59281471058, 59281471059, 59281471060, 59281471061, 59281471062, 59281471063, 59281471064, 59281471065, 59281471066, 59281471067, 59281471068, 59281471069, 59281471070, 59281471071, 59281471072, 59281471073, 59281471074, 59281471075, 59281471076, 59281471077, 59281471078, 59281471079, 59281471080, 59281471082, 59281471083, 59281471084, 59281471085, 59281471086, 59281471087, 59281471088, 59281471089, 59281471090, 59281471091, 59281471092, 59281471093, 59281471094, 59281471095, 59281471096, 59281471097, 59281471098, 59281471099, 59281471101, 59281471102, 59281471103, 59281471104, 59281471105, 59281471106, 59281471107, 59281471109, 59281471110, 59281471111, 59281471112, 59281471113, 59281471114, 59281471115, 59281471116, 59281471117, 59281471118, 59281471119, 59281471120, 59281471121





Declaration and to regulate the exterior design, appearance, use, location, and maintenance of Stonebrook Crossing and of improvements thereon in accordance with the terms and provisions of this Declaration, and in such a manner as to preserve and enhance values while maintaining harmonious relationships among structures, natural vegetation and topography.

- 1.3 Committee Composition, Terms and Elections The Committee shall be composed of three members. The initial members shall be appointed by the Developer. Vacancies of one (1) or more of the initial members prior to the owners' right to elect replacement shall be filled by the Developer.

After all of the lots of Stonebrook Crossing have been sold by the Developer, control of the Committee shall transfer to the owners of the lots within a reasonable timeframe, who shall have the right to elect three (3) new members of the Committee. Except for the initial members (who hold office until the first election following the sale of all of the lots), members of the Committee shall hold office for three (3) years and until their successor is elected. The members of the Committee shall have no personal liability by reason of their acts as a Committee member.

To accomplish any elections of new members, the Committee shall solicit nominees from the owners of Stonebrook Crossing. Any position on the Committee shall be elected from the nominees by a plurality vote of all the owners. Vacancies will be filled by similar elections for new terms of three (3) years.

In the election of members of the Committee and in effecting an amendment or taking other actions under this Declaration, each lot or each unit if lot contains a two-family residence shall represent one (1) vote only.

Except where otherwise provided in this Declaration, a plurality vote shall be sufficient at any meeting to approve or disapprove of any matter before the Committee.

- 1.4 Committee Approval No building or fixture shall be erected, placed, or altered (pertaining to external alterations or additions) until the complete plans, including elevations, specifications, and a site plan have been approved by the Committee.

In seeking Committee approval, no less than three (3) sets of any complete plans, elevations, specifications and site plan shall be submitted with one (1) set to each of the Committee members. A response address shall be submitted with the application.

The Committee's approval or disapproval shall be based upon, but not necessarily restricted to, (a) consideration of the quality of workmanship and materials, (b) harmony of external design with the site and existing structures, (c) suitability of proposed structures or improvements with respect to the topography, trees, or other natural characteristics of the lot, adjacent lots and improvements, and subdivision, and (d) compliance with provisions of this Declaration. The Committee shall have sole discretion to determine whether these requirements have been met.

If the Committee fails to approve or disapprove within thirty (30) days any plans submitted to it, they shall be deemed to have been approved.



**Article II  
Use of Property**

2.1 Lot Use All lots shall be used for residential purposes only, and no lot shall be occupied by more than one (1) single family residential building or one (1) two-family residential building, of not more than two-stories plus walkout basement (split-level may be three levels) together with all buildings and structures compatible with residential use, e.g. a gazebo. The Committee shall have final authority to determine that any structure is not compatible with single or two-family residential use.

Two-family residential buildings, including zero lot line buildings, are only allowed on lots that meet the City of Sheboygan’s zoning requirements.

No trailer, recreational vehicle, tent, shack, garage, or any other type of temporary out building shall be at any time used as a residence, either temporary or permanent.

2.2 Restrictions on Further Subdivisions No lot shall be further subdivided to form additional building lots within the platted area of Stonebrook Crossing other than a lot may be subdivided to make two (2) lots in the case of a two-family residential building using zero lot line zoning.

2.3 Dwelling Size & Setback Each lot has a minimum residential building square footage requirement. The square footage requirement is exclusive of garages, breezeways, basements, open porches, and covered patios. One and a half story square footage and split-level square footage is the same as a two-story total square footage requirement. All garages shall be designed integrally with and attached to the primary residential dwelling and have a minimum of two (2) car garage sizing per building. A two-family building must have a minimum of a single (1) car garage for each building unit. The Committee shall have the right to waive all or any part of the square footage requirements if the building to be built has architectural merit in the opinion of the Committee.

Minimum residential building square footage requirements per dwelling unit per lot is as follows:

<u>Lots</u>	<u>Dwelling Type</u>	<u>One-Story (Ranch)</u>	<u>Two-Story</u>
14-37, 43-45, 56-78	Single Family	1,300 Sq. Ft	1,500 Sq. Ft.
38-42, 46-55	Single Family	1,650 Sq. Ft.	1,850 Sq. Ft.
Any lots allowed per city zoning*	Two-Family	1,000 Sq. Ft. per unit	1,200 Sq. Ft. per unit

*\*For clarification, certain lots may allow for either a single family or a two-family home to be built on them based on current City of Sheboygan zoning.*

No dwelling, garage, or other structure shall be built on any lot less than the City of Sheboygan zoning standards for setback area. The front, side and rear yard area which no dwelling, garage or other structure shall be built shall be known as the setback area. All setbacks are per plat, zoning, city and/or county ordinance. Each property owner is responsible for maintaining all surveyed markers.

2.4 Storage No recreational vehicle, boat, trailer, snowmobile, fish shanty, unlicensed or inoperable automobile, machinery, bus, construction material (other than during construction or remodeling of a dwelling) or any other debris, junk or unsightly material shall be stored, kept, or maintained on any lot other than in the dwelling,



residential garage or accessory building. A recreational vehicle, boat, trailer, snowmobile, or similar recreation item may be kept on the property for temporary periods incidental to their usage (i.e. loading, unloading, cleaning).

## 2.5 Exterior Building and Site Improvements

All front elevations shall strive for a variety of finish materials to make the front elevation architecturally interesting through the use of some of the following: different siding materials, wider window and/or door trim, eyebrow roofs or gable returns, overhead door windows, stone or brick, front porches or other different materials or design methods with the approval at the sole discretion of the Committee.

The primary building roof must have a minimum 5/12 pitch, with a minimum 12" main and gable overhang.

No fence, wall, windbreak, or other barrier (hereinafter the "Fence") shall be permitted except in the rear yard or around in-ground pools. The rear yard is to start at a rear corner of the house that is closest to a side lot line. No Fence located in any part of the rear yard shall be in excess of six (6) feet (excluding posts), except any portion of Fence located either between the rear corner of the house and the side lot line, or facing a street, shall not be in excess of four (4) feet (excluding posts). This height restriction does not apply to Fences that are a structural part of the dwelling. No Fence is allowed in the front yard or street yard (if a corner lot). Design, construction and placement must be approved by the Committee. A chain link fence may be allowed if it is constructed of a colored/painted/coated material and not more than four (4) feet in height in any location. All Fences shall be kept in good repair. Any Fence would also need to be per City of Sheboygan building and zoning ordinances, including obtaining the necessary permit.

Pools are allowed and need to be per City of Sheboygan ordinance. Pool fencing, in addition to the above standards, shall be at least the minimum height required by zoning or code, or in the case of decking, attached to the deck area.

All lots must be kept clear and free from trash, and other materials. Trash containers shall be screened from view. Care should be taken to maintain a pleasant overall look to the subdivision.

Exterior lighting shall be located so that they are not excessively offensive to neighboring lots.

Satellite dishes and television antennas are allowed if mounted on the rear half of the home and under forty inches (40") in size. If over forty inches (40") in size, written permission from the Committee is required, at the sole discretion of the Committee. No other type of exterior antenna is allowed.

Solar electric panels cannot be located in the front or side yard, and can be mounted on the roof if parallel with the roof system (e.g. at the same roof pitch), and written permission from the Committee is required, at the sole discretion of the Committee. Solar shingles are allowed with written permission from the Committee, at the sole discretion of the Committee.

## 2.6 Signs No sign of any kind shall be displayed on residential properties other than a home builder's sign at initial construction or a sign for advertising the property for sale during such time as the lot or dwelling is actually for sale. The Developer is allowed subdivision signage and may erect a permanent monument sign identifying the



subdivision.

- 2.7 Accessory Building No more than one (1) accessory building, of not more than one hundred sixty-eight (168) square feet and one (1) story in height, will be allowed per lot. Design, construction and placement of such accessory building must be approved by the Committee, and of similar workmanship and materials as the home. No accessory building may be constructed until the residential dwelling is constructed on the lot. A gazebo does not count as an accessory building.
- 2.8 Mobile Homes Mobile home or manufactured housing, whether temporary or permanent, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home or manufactured housing and such decision shall be based upon an understanding that a structure that at any time was a mobile home or manufactured housing, shall at all subsequent times be considered a mobile home or manufactured housing.
- 2.9 Noxious Activities and Firearms No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot. Use of firearms of any kind is prohibited on any lot or in any structure within Stonebrook Crossing.
- 2.10 Animals No livestock, poultry or animals other than household pets shall be kept or stabled, and no pets shall be bred, raised or otherwise dealt with as a hobby or for commercial purposes on any lot.

### Article III General Provisions

- 3.1 Construction Timing No residential building construction shall remain unfinished on the exterior for more than twelve (12) months following the issuance of a building permit.

3.2 Landscaping

All lots must be landscaped (i.e. seed, sod, mulch) within one (1) year of the occupancy of a dwelling for residential purposes. All sold lots must be maintained (i.e. grass cut, weeds controlled) by the owner. After gaining occupancy, the lot owner is responsible for installing and maintaining erosion controls, including the time period before the establishment of a finished lawn. It is recommended that all lots have at least one tree planted in the front yard.

Final grading must be kept to the requirements of the subdivision's master grading plan. As part of the grading and landscaping of each lot, no part of any drainage easement or swales shall be filled or altered in any way without approval of all the necessary governing bodies. Swales include any that are in recorded easements in the plat, as well as any that are shown in the master grading plan, including ditches along the road. No trees, shrubs or planting beds of any kind shall be planted within any areas designated for drainage. No accessory structures shall be constructed within any designated drainage areas. The driveway culvert is the responsibility of lot owner to maintain.

- 3.3 Easements The Developer reserves to itself the right to record drainage easements and to implement improvements in these easements as necessary to properly provide drainage to all lots within Stonebrook Crossing. The Developer reserves the right for a period of three (3) years after sale of lot from Developer to





owner to grant utility easements to utility providers for utility purposes over, upon or across all lots in Stonebrook Crossing whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all lot lines and may involve plant removal and grading within such areas.

- 3.4 Duration of Protective Covenants and Restrictions The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of twenty (20) years from the date this Declaration is recorded, after which time the protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, provided amendment has not been made as specified by paragraph 3.8 of this Article.
- 3.5 Enforcement The Committee or any owner shall have the right to enforce, by any proceeding at law or in equity, all protective covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. Any violation of these restrictions which exist for a period of three (3) years or more without protest being received by the lot owner of such violation, shall not be considered a violation thereafter and any lot owner or other party shall be forever barred from proceeding under the provisions of this Declaration.
- 3.6 City Ordinances This document is not intended to replace any ordinances presently existing or adopted at any future date by the City of Sheboygan, or other applicable agency. In the event of a conflict between these restrictions and an ordinance, the more restrictive of the two shall apply.
- 3.7 Severability Invalidation of any one of these protective covenants or restrictions by judgment, court order, or change of law shall in no way affect any other provision which shall remain in full force and effect.
- 3.8 Amendment

Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such a manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by the Developer or its successors or assigns, until such time as the Developer or its successors or assigns no longer owns fifty percent (50%) of the lots within Stonebrook Crossing.

This Declaration may be amended or modified, in whole or in part, at any time by a written instrument executed so as to be recordable, by owners of not less than seventy-five percent (75%) of the lots and if two-family on a single lot, then each unit of the two-family shall count as one vote, subject to this Declaration, provided however that the Developer must consent to any such amendment or modification as long as the Developer owns any lots within the subdivision.

- 3.9 Acceptance and Cost of Enforcement Each owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the covenants, conditions, limitations, reservations, and restrictions contained herein. In the event of a breach by an owner, the breaching owner agrees to pay all costs, including reasonable attorney fees, for the enforcement of these protective covenants and restrictions.



IN WITNESS WHEREOF, the Developer has executed this Declaration on the date indicated previously.

Stonebrook Crossing LLC  
A Wisconsin limited liability corporation

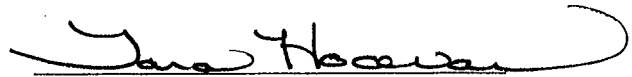


\_\_\_\_\_  
By: Robert J. Werner, President

ACKNOWLEDGEMENT

State of Wisconsin     }  
                                      }SS.  
County of Sheboygan   }

Personally came before me this 27<sup>th</sup> day of July 2021, the above named Robert J. Werner, President of Stonebrook Crossing LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



\_\_\_\_\_  
Tara Hocevar  
Notary Public, State of Wisconsin  
Commission Expiry 11/21/2023

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*This instrument was drafted by Stonebrook Crossing LLC*





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Tx:4429853

2131182

SHEBOYGAN COUNTY, WI

RECORDED ON

02/08/2022 03:59 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 7

# DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR STONEBROOK CROSSING ADDITION NO. 2

City of Sheboygan  
Sheboygan County, Wisconsin

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is executed by STONEBROOK CROSSING LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", this 31<sup>st</sup> day of January 2022.

WHEREAS, the Developer is the owner of the real property in the City of Sheboygan, Sheboygan County, Wisconsin, under the name and plat of Stonebrook Crossing Addition No. 2 (hereinafter "Stonebrook Crossing") and more particularly described as follows:

*Lots Ninety-Two (92) through One-Hundred-Three (103), Stonebrook Crossing Addition No. 2, all located in the City of Sheboygan, Sheboygan County, Wisconsin*

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities, environment and residential opportunities in Stonebrook Crossing and to this end and in order to ensure the best use of the land and most appropriate development and to prevent the erection of unsightly, poorly designed or constructed improvements, desire to subject said real property to the protective covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developer declares that the real property of Stonebrook Crossing is and shall be held, transferred, sold, conveyed, and occupied subject to the protective covenants and restrictions hereinafter set forth.

## Article I Architectural and Aesthetic Control

- 1.1 Architectural and Aesthetic Control Committee The administration of these protective covenants and restrictions, the authority to grant approval hereunder and the discretionary powers granted in this Declaration shall be vested in the Stonebrook Crossing Architectural and Aesthetic Control Committee (hereinafter the "Committee").
- 1.2 Committee Purpose The Committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the exterior design, appearance, use, location, and maintenance of Stonebrook Crossing and of improvements thereon in accordance with the terms and provisions of this Declaration, and in such a manner as to preserve and enhance values while maintaining harmonious relationships among

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

STONEBROOK CROSSING LLC

4539 S TAYLOR DR

SHEBOYGAN, WI 53081

PARCEL IDENTIFICATION NUMBERS:

59281471137, 59281471138, 59281471139,

59281471140, 59281471141, 59281471142,

59281471143, 59281471144, 59281471145,

59281471146, 59281471147, 59281471148

7



structures, natural vegetation and topography.

- 1.3 Committee Composition, Terms and Elections The Committee shall be composed of three members. The initial members shall be appointed by the Developer. Vacancies of one (1) or more of the initial members prior to the owners' right to elect replacement shall be filled by the Developer.

After all of the lots of Stonebrook Crossing have been sold by the Developer, control of the Committee shall transfer to the owners of the lots within a reasonable timeframe, who shall have the right to elect three (3) new members of the Committee. Except for the initial members (who hold office until the first election following the sale of all of the lots), members of the Committee shall hold office for three (3) years and until their successor is elected. The members of the Committee shall have no personal liability by reason of their acts as a Committee member.

To accomplish any elections of new members, the Committee shall solicit nominees from the owners of Stonebrook Crossing. Any position on the Committee shall be elected from the nominees by a plurality vote of all the owners. Vacancies will be filled by similar elections for new terms of three (3) years.

In the election of members of the Committee and in effecting an amendment or taking other actions under this Declaration, each lot or each unit if lot contains a two-family residence shall represent one (1) vote only.

Except where otherwise provided in this Declaration, a plurality vote shall be sufficient at any meeting to approve or disapprove of any matter before the Committee.

- 1.4 Committee Approval No building or fixture shall be erected, placed, or altered (pertaining to external alterations or additions) until the complete plans, including elevations, specifications, and a site plan have been approved by the Committee.

In seeking Committee approval, no less than three (3) sets of any complete plans, elevations, specifications and site plan shall be submitted with one (1) set to each of the Committee members. A response address shall be submitted with the application.

The Committee's approval or disapproval shall be based upon, but not necessarily restricted to, (a) consideration of the quality of workmanship and materials, (b) harmony of external design with the site and existing structures, (c) suitability of proposed structures or improvements with respect to the topography, trees, or other natural characteristics of the lot, adjacent lots and improvements, and subdivision, and (d) compliance with provisions of this Declaration. The Committee shall have sole discretion to determine whether these requirements have been met.

If the Committee fails to approve or disapprove within thirty (30) days any plans submitted to it, they shall be deemed to have been approved.

## Article II Use of Property

- 2.1 Lot Use All lots shall be used for residential purposes only, and no lot shall be occupied by more than one (1)





single family residential building or one (1) two-family residential building, of not more than two-stories plus walkout basement (split-level may be three levels) together with all buildings and structures compatible with residential use, e.g. a gazebo. The Committee shall have final authority to determine that any structure is not compatible with single or two-family residential use.

Two-family residential buildings, including zero lot line buildings, are only allowed on lots that meet the City of Sheboygan’s zoning requirements.

No trailer, recreational vehicle, tent, shack, garage, or any other type of temporary out building shall be at any time used as a residence, either temporary or permanent.

2.2 Restrictions on Further Subdivisions No lot shall be further subdivided to form additional building lots within the platted area of Stonebrook Crossing other than a lot may be subdivided to make two (2) lots in the case of a two-family residential building using zero lot line zoning.

2.3 Dwelling Size & Setback Each lot has a minimum residential building square footage requirement. The square footage requirement is exclusive of garages, breezeways, basements, open porches, and covered patios. One and a half story square footage and split-level square footage is the same as a two-story total square footage requirement. All garages shall be designed integrally with and attached to the primary residential dwelling and have a minimum of two (2) car garage sizing per building. A two-family building must have a minimum of a single (1) car garage for each building unit. The Committee shall have the right to waive all or any part of the square footage requirements if the building to be built has architectural merit in the opinion of the Committee.

Minimum residential building square footage requirements per dwelling unit per lot is as follows:

<u>Lots</u>	<u>Dwelling Type</u>	<u>One-Story (Ranch)</u>	<u>Two-Story</u>
92-103	Single Family	1,300 Sq. Ft	1,500 Sq. Ft.
Any lots allowed per city zoning*	Two-Family	1,000 Sq. Ft. per unit	1,200 Sq. Ft. per unit

*\*For clarification, certain lots may allow for either a single family or a two-family home to be built on them based on current City of Sheboygan zoning.*

No dwelling, garage, or other structure shall be built on any lot less than the City of Sheboygan zoning standards for setback area. The front, side and rear yard area which no dwelling, garage or other structure shall be built shall be known as the setback area. All setbacks are per plat, zoning, city and/or county ordinance. Each property owner is responsible for maintaining all surveyed markers.

2.4 Storage No recreational vehicle, boat, trailer, snowmobile, fish shanty, unlicensed or inoperable automobile, machinery, bus, construction material (other than during construction or remodeling of a dwelling) or any other debris, junk or unsightly material shall be stored, kept, or maintained on any lot other than in the dwelling, residential garage or accessory building. A recreational vehicle, boat, trailer, snowmobile, or similar recreation item may be kept on the property for temporary periods incidental to their usage (i.e. loading, unloading, cleaning).



## 2.5 Exterior Building and Site Improvements

All front elevations shall strive for a variety of finish materials to make the front elevation architecturally interesting through the use of some of the following: different siding materials, wider window and/or door trim, eyebrow roofs or gable returns, overhead door windows, stone or brick, front porches or other different materials or design methods with the approval at the sole discretion of the Committee.

The primary building roof must have a minimum 5/12 pitch, with a minimum 12" main and gable overhang.

No fence, wall, windbreak, or other barrier (hereinafter the "Fence") shall be permitted except in the rear yard or around in-ground pools. The rear yard is to start at a rear corner of the house that is closest to a side lot line. No Fence located in any part of the rear yard shall be in excess of six (6) feet (excluding posts), except any portion of Fence located either between the rear corner of the house and the side lot line, or facing a street, shall not be in excess of four (4) feet (excluding posts). This height restriction does not apply to Fences that are a structural part of the dwelling. No Fence is allowed in the front yard or street yard (if a corner lot). Design, construction and placement must be approved by the Committee. A chain link fence may be allowed if it is constructed of a colored/painted/coated material and not more than four (4) feet in height in any location. All Fences shall be kept in good repair. Any Fence would also need to be per City of Sheboygan building and zoning ordinances, including obtaining the necessary permit.

Pools are allowed and need to be per City of Sheboygan ordinance. Pool fencing, in addition to the above standards, shall be at least the minimum height required by zoning or code, or in the case of decking, attached to the deck area.

All lots must be kept clear and free from trash, and other materials. Trash containers shall be screened from view. Care should be taken to maintain a pleasant overall look to the subdivision.

Exterior lighting shall be located so that they are not excessively offensive to neighboring lots.

Satellite dishes and television antennas are allowed if mounted on the rear half of the home and under forty inches (40") in size. If over forty inches (40") in size, written permission from the Committee is required, at the sole discretion of the Committee. No other type of exterior antenna is allowed.

Solar electric panels cannot be located in the front or side yard, and can be mounted on the roof if parallel with the roof system (e.g. at the same roof pitch), and written permission from the Committee is required, at the sole discretion of the Committee. Solar shingles are allowed with written permission from the Committee, at the sole discretion of the Committee

2.6 Signs No sign of any kind shall be displayed on residential properties other than a home builder's sign at initial construction or a sign for advertising the property for sale during such time as the lot or dwelling is actually for sale. The Developer is allowed subdivision signage and may erect a permanent monument sign identifying the subdivision.

2.7 Accessory Building No more than one (1) accessory building, of not more than one hundred sixty-eight (168) square feet and one (1) story in height, will be allowed per lot. Design, construction and placement of such



accessory building must be approved by the Committee, and of similar workmanship and materials as the home. No accessory building may be constructed until the residential dwelling is constructed on the lot. A gazebo does not count as an accessory building.

- 2.8 Mobile Homes Mobile home or manufactured housing, whether temporary or permanent, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home or manufactured housing and such decision shall be based upon an understanding that a structure that at any time was a mobile home or manufactured housing, shall at all subsequent times be considered a mobile home or manufactured housing.
- 2.9 Noxious Activities and Firearms No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot. Use of firearms of any kind is prohibited on any lot or in any structure within Stonebrook Crossing.
- 2.10 Animals No livestock, poultry or animals other than household pets shall be kept or stabled, and no pets shall be bred, raised or otherwise dealt with as a hobby or for commercial purposes on any lot.

### Article III General Provisions

- 3.1 Construction Timing No residential building construction shall remain unfinished on the exterior for more than twelve (12) months following the issuance of a building permit.
- 3.2 Landscaping

All lots must be landscaped (i.e. seed, sod, mulch) within one (1) year of the occupancy of a dwelling for residential purposes. All sold lots must be maintained (i.e. grass cut, weeds controlled) by the owner. After gaining occupancy, the lot owner is responsible for installing and maintaining erosion controls, including the time period before the establishment of a finished lawn. It is recommended that all lots have at least one tree planted in the front yard.

Final grading must be kept to the requirements of the subdivision's master grading plan. As part of the grading and landscaping of each lot, no part of any drainage easement or swales shall be filled or altered in any way without approval of all the necessary governing bodies. Swales include any that are in recorded easements in the plat, as well as any that are shown in the master grading plan, including ditches along the road. No trees, shrubs or planting beds of any kind shall be planted within any areas designated for drainage. No accessory structures shall be constructed within any designated drainage areas. The driveway culvert is the responsibility of lot owner to maintain.

- 3.3 Easements The Developer reserves to itself the right to record drainage easements and to implement improvements in these easements as necessary to properly provide drainage to all lots within Stonebrook Crossing. The Developer reserves the right for a period of three (3) years after sale of lot from Developer to owner to grant utility easements to utility providers for utility purposes over, upon or across all lots in Stonebrook Crossing whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all lot lines and may involve plant removal and grading within such areas.



- 3.4 Duration of Protective Covenants and Restrictions The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of twenty (20) years from the date this Declaration is recorded, after which time the protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, provided amendment has not been made as specified by paragraph 3.8 of this Article.
- 3.5 Enforcement The Committee or any owner shall have the right to enforce, by any proceeding at law or in equity, all protective covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. Any violation of these restrictions which exist for a period of three (3) years or more without protest being received by the lot owner of such violation, shall not be considered a violation thereafter and any lot owner or other party shall be forever barred from proceeding under the provisions of this Declaration.
- 3.6 City Ordinances This document is not intended to replace any ordinances presently existing or adopted at any future date by the City of Sheboygan, or other applicable agency. In the event of a conflict between these restrictions and an ordinance, the more restrictive of the two shall apply.
- 3.7 Severability Invalidation of any one of these protective covenants or restrictions by judgment, court order, or change of law shall in no way affect any other provision which shall remain in full force and effect.
- 3.8 Amendment

Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such a manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by the Developer or its successors or assigns, until such time as the Developer or its successors or assigns no longer owns fifty percent (50%) of the lots within Stonebrook Crossing.

This Declaration may be amended or modified, in whole or in part, at any time by a written instrument executed so as to be recordable, by owners of not less than seventy-five percent (75%) of the lots and if two-family on a single lot, then each unit of the two-family shall count as one vote, subject to this Declaration, provided however that the Developer must consent to any such amendment or modification as long as the Developer owns any lots within the subdivision.

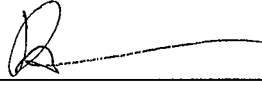
- 3.9 Acceptance and Cost of Enforcement Each owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the covenants, conditions, limitations, reservations, and restrictions contained herein. In the event of a breach by an owner, the breaching owner agrees to pay all costs, including reasonable attorney fees, for the enforcement of these protective covenants and restrictions.





IN WITNESS WHEREOF, the Developer has executed this Declaration on the date indicated previously.

Stonebrook Crossing LLC  
A Wisconsin limited liability corporation

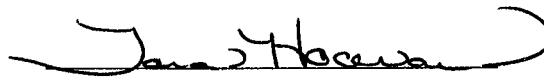
  
\_\_\_\_\_

By: Robert R. Werner, Manager

ACKNOWLEDGEMENT

State of Wisconsin     }  
                                  }SS.  
County of Sheboygan   }

Personally came before me this 31<sup>st</sup> day of January 2022, the above named Robert R. Werner, Manager of Stonebrook Crossing LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Tara Hocevar  
Notary Public, State of Wisconsin  
Commission Expiry 11/21/2023

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*This instrument was drafted by Stonebrook Crossing LLC*







# Stonebrook Crossing Addition No. 2

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NW 1/4 of the SE 1/4 of Section 9, Township 24 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

### Owner's Certificate:

Stonebrook Crossing LLC, a limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on the plat.

Stonebrook Crossing LLC, does further certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Wisconsin Department of Administration  
City of Sheboygan

Stonebrook Crossing LLC

Robert B. Werner  
Robert B. Werner - Manager  
Stonebrook Crossing LLC

STATE OF WISCONSIN  
SHEBOYGAN COUNTY: 55

Personally came before me this 22nd day of April, 2021, Robert B. Werner of the above named limited liability company, to me known to be the same person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, by its authority.

(Notary Seal) Laura Fleming Lorenz

Notary Public, Sheboygan, Wisconsin

My commission expires: 11/21/23



### City of Sheboygan Common Council Approval Certificate

Resolved, that the plat of Stonebrook Crossing Addition No. 2 in the City of Sheboygan, Stonebrook Crossing LLC, owner, is hereby approved by the Common Council.

By approval of this plat, the City of Sheboygan hereby releases its rights to the public utility easements over parts of Lots 79 to 91, as shown on Stonebrook Crossing Addition No. 1, recorded in the Sheboygan County Register of Deeds Office in Volume 15 on pages 301-302, as document No. 2104966

All conditions have been met as of the 22 day of April, 2021.

Date 4/22/21 Signed [Signature]  
Mayor

Printed Ryan Sorenson  
Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Sheboygan.

Date 4-22-2021 Signed [Signature]  
Merleath DeBruin, City Clerk

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Certified April 13, 2021  
[Signature]  
Department of Administration

### Certificate of City of Sheboygan Treasurer

STATE OF WISCONSIN  
SHEBOYGAN COUNTY: 55

[Signature]  
being the duly appointed, qualified and acting Treasurer of the City of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of \_\_\_\_\_ on any of the land included in the plat of Stonebrook Crossing Addition No. 2.

DATE 4-22-2021 Acting City Treasurer  
[Signature]  
print name

### Certificate of the County Treasurer

STATE OF WISCONSIN  
SHEBOYGAN COUNTY: 55

I, Laura Fleming Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that the records in my office show no unpaid taxes or unpaid fees or special assessments as of \_\_\_\_\_ affecting the lands included in the plat of Stonebrook Crossing Addition No. 2.

DATE April 22, 2021  
[Signature]  
Laura Fleming Lorenz, Treasurer

### Consent of Mortgagee:

Ozaukee State Bank, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this plat, and does hereby consent to the above certificate of Stonebrook Crossing LLC, owner.

I, WITNESS WHEREOF, the said Ozaukee State Bank has caused these presents to be signed by Eric Glewern, its President, and countersigned by Paul Kupala, its Vice President, at Oostburg, Wisconsin, and its corporate seal to be hereunto affixed this 22nd day of April, 2021.

Ozaukee State Bank  
In the presence of:  
[Signature] Eric Glewern, President  
print name  
[Signature] Paul Kupala, Vice President  
print name

STATE OF WISCONSIN

Sheboygan COUNTY: 55

Personally came before me this 22nd day of April, 2021, the above named president and vice president to me known to be the persons who executed the foregoing certificate and acknowledge the same.

(Notary Seal) [Signature] Notary Public, Oostburg, Wisconsin

My commission expires 1-15-2025



During the 20th day of January, 2021:  
and on this 20th day of March, 2021:

[Signature]  
David J. Leminger, Clerk





# Stonebrook Crossing Addition No. 1

Part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

### Public Utility Easement Provisions

A public utility easement for electric, gas and communication facilities is hereby granted by Stonebrook Crossing, LLC, the Grantor, to Wisconsin Power and Light Company, Wisconsin Bell, the GRANTEE, Wisconsin Electric and Power, and Spectrum Networks, LLC, the GRANTEES, their respective successors and assigns, to construct, install, maintain, operate, repair, replace, upgrade, improve, and use the facilities for the transmission, distribution and use of electric, gas and communication services. The easement shall be subject to the terms and conditions set forth in the Public Utility Easement Agreement, a copy of which is attached hereto as Exhibit A. The easement shall be subject to the terms and conditions set forth in the Public Utility Easement Agreement, a copy of which is attached hereto as Exhibit A. The easement shall be subject to the terms and conditions set forth in the Public Utility Easement Agreement, a copy of which is attached hereto as Exhibit A.

### Drainage Easement Provisions

There are hereby conveyed the following drainage easements in fee simple to the City of Sheboygan, Wisconsin, for the purpose of collecting, conveying and discharging storm water runoff from the subject lots. The easement shall be subject to the terms and conditions set forth in the Drainage Easement Agreement, a copy of which is attached hereto as Exhibit B. The easement shall be subject to the terms and conditions set forth in the Drainage Easement Agreement, a copy of which is attached hereto as Exhibit B.

### Public Trust

Any public trust in the property shall be deemed to be a public trust in the property.

### Utility Easement Restriction

Utility easements shall not be used for any purpose other than the transmission, distribution and use of electric, gas and communication services.

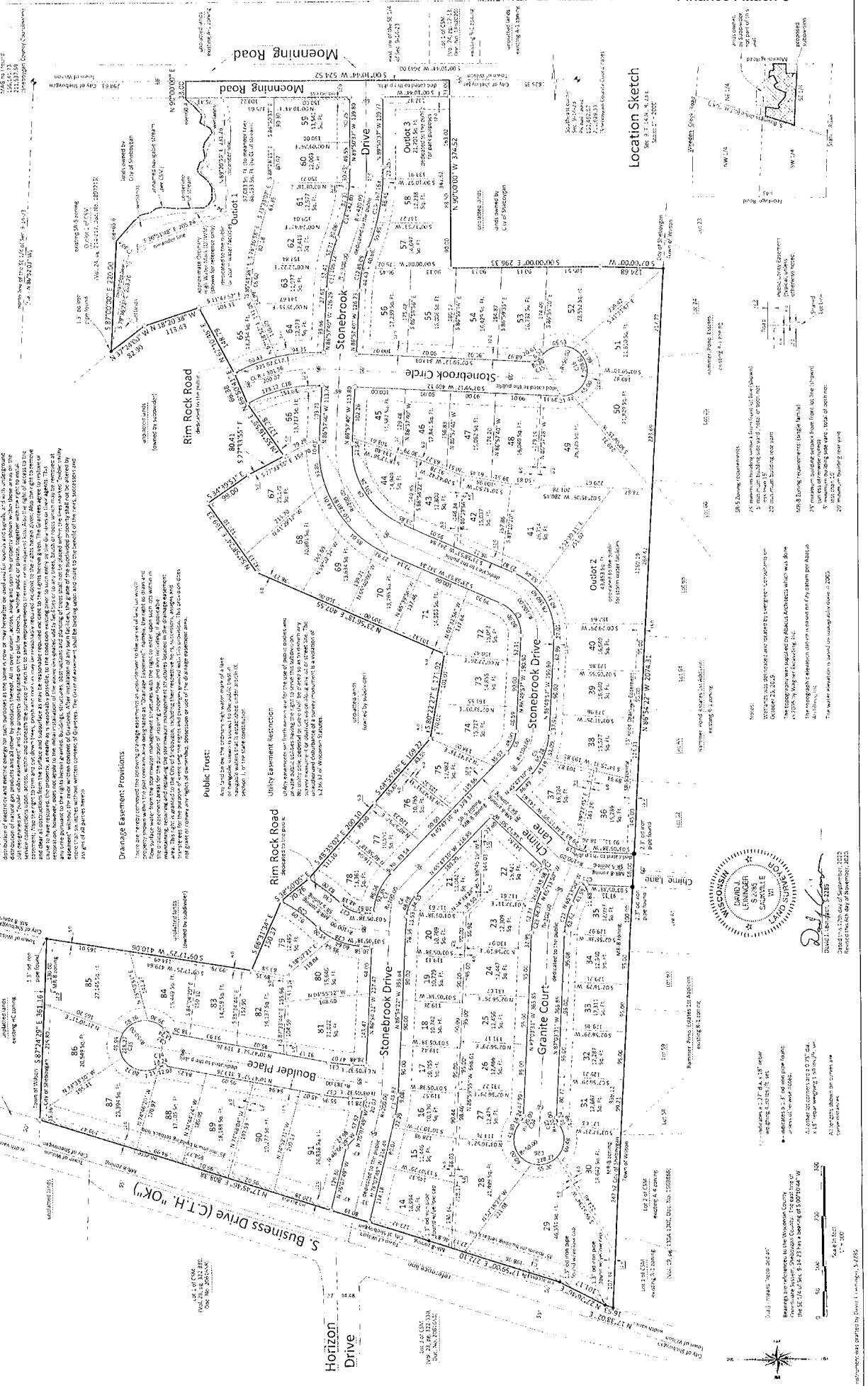
Hereinafter objections to the plat with respect to 4, 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats. dated December 4, 2020.

*Janice M. Povey*  
 Department of Administration

Document No. 103447  
 Date: 11/17/2020

Document No. 103447  
 Date: 11/17/2020

Document No. 103447  
 Date: 11/17/2020



DAVID J. DILLON  
 COUNTY CLERK  
 SHEBOYGAN COUNTY, WISCONSIN

*David J. Dillon*  
 David J. Dillon, Clerk  
 Sheboygan County, Wisconsin  
 Received this 4th day of November, 2020.

1.5' wide easement for 15' high fence  
 1.5' wide easement for 15' high fence  
 1.5' wide easement for 15' high fence

1.5' wide easement for 15' high fence  
 1.5' wide easement for 15' high fence  
 1.5' wide easement for 15' high fence

This plat was prepared by David J. Dillon, Clerk of Sheboygan County, Wisconsin, on 11/17/2020.









# Sheboygan Area School District

## Gift Acknowledgement Form for Gifts With a Value of \$2500 or More

*Gifts valued at \$2500 or more cannot be accepted in any manner without Board approval*

Description of Gift: **\$3,000.00; Check**

Conditions of Acceptance (if any): \_\_\_\_\_  
\_\_\_\_\_

If there are any expenses or budgetary considerations as a result of acceptance of this gift, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Please include the following, if applicable:

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Unit Value: \$3,000.00

Serial No: \_\_\_\_\_

Total Value: \$3,000.00

Original Purchase Price: \_\_\_\_\_

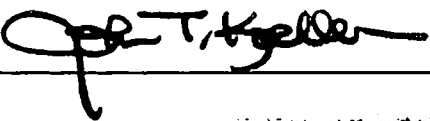
Quantity Received: 1

Date Received: 10/02/2023

Donor Information - Organization or Name of Donor: **Brotz Family Foundation**

Donor Address: **3518 Lakeshore Road, Sheboygan, WI 53082**

How/Where gift will be used: **23/24 Sponsorship**

Acceptance recommended by:  Date: 11/6/2023

Date of Board Acceptance: \_\_\_\_\_

**SUBMIT FORM TO SUPERINTENDENT'S OFFICE**

<b>Central Office Use Only</b>	
Sup't. Office	<input type="checkbox"/>
Business Svcs.	<input type="checkbox"/>
FMS	<input type="checkbox"/>