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Of Counsel:
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August 5, 2015

RECEIVED

AUG 5 2015

MR HANS HILBERT
DANE COUNTY ASSISTANT ZONING ADMINISTRATOR
DANE COUNTY DEPT OF PLANNING AND ZONING
210 MARTIN LUTHER KING JR BLVD - RM 116
MADISON WI 53703

DANE COUNTY PLANNING & DEVELOPMENT

RE: Robert Bentz Property Located at 1962 Quam Point Drive, Stoughton, Wisconsin

Legal Description: Lot 4, Ole J. Quam's Park Addition, Section 25, Town of Dunn, Dane County, Wisconsin


Brief in Support of Motion of Robert Bentz and Robert Jensen

Dear Mr. Hilbert:

HISTORY

Robert and Dianne Jensen own the next door property, namely Lot 5 of Ole Quam's Park Addition. Richard and Marion Siegerstad purchased the property back in the early 1950's. They transferred the property to Robert and Dianne Jensen in approximately 1976. In 1977, Robert and Dianne constructed their beautiful home on that lot and have continuously lived in that home since its completion.

Robert Bentz purchased the vacation cabin on Lot 4 on January 8, 2013, for a vacation Summer home so he could come back to Wisconsin and be near family. He paid \$410,000.00 for the property. A copy of the 2015 property records for the Town of Dunn is attached as Exhibit A and incorporated by reference. This contains a picture of the Bentz property as it existed in 2014. Mr. Bentz suffered severe health problems in 2013 and in November of 2013 listed the property for sale through Linda Jeffers, a Wisconsin real estate broker. Her husband, Robert Jeffers, had formerly

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508 Campus Street, Ste. 101, Milton, WI 53563, PH: 608-868-4346 FAX: 608-868-4348

14 W. Main Street, PO Box 16, Evansville, WI 53536, PH: 608-882-4500 FAX 608-884-7018

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owned the property and had maintained the property every weekend for several years. Mr. and Mrs. Jeffers held many open houses on the property attempting to sell it for Mr. Bentz through the Spring, Summer and Fall of 2014. Many people visited the property, and Mr. Jeffers was at the premises almost every weekend showing and marketing the property. A large "For Sale" sign was placed at the road and on the pier.

Electrical service to the home was damaged by a tree falling on the above-ground wires taking those wires to the ground. That property was disconnected from electrical services. Electrical services were provided, when necessary, by Robert Jensen through an extension outlet from his home. The Jensen family was permitted to use the premises in 2013 and 2014 by Mr. Bentz. The Jensens mowed the grass, did upkeep, put in and took out the pier, and used the property for family outings including the Jensen family reunion held in the Summer of 2013 in which more than 80 people came to the property and used the property for changing rooms, swimming, boating and picnicking.

The family used the community room in the cottage for weekend gatherings, changing of clothes, and as a party house. It was especially used in the Fall and Winter by the Jensen family for fishing and especially ice fishing. The recreation room in the home has a beautiful wood burning stove and this area is used for dressing for the elements for ice fishing and to warm up. If electrical services were needed, they were connected to the Jensen home.

Mr. Jensen started negotiating with Mr. Bentz for the purchase of the property after the Listing Contract expired in December of 2014. Mr. Bentz very rarely visited the property because of his illness. Mr. Bentz is over 80 years of age. Mr. and Mrs. Jensen agreed to the purchase of the property in the Spring of 2015. An Offer to Purchase was prepared and signed for a Land Contract sale from Bentz to Jensen. A copy of the Offer to Purchase and the proposed Land Contract are attached hereto as Exhibits B and C and incorporated by reference herein.

The parties had no knowledge of the notice dated May 12, 2015, until a Title Insurance Policy was issued on or about June 20, 2015, which the policy showed the notice. Mr. Jensen had the approval of Mr. Bentz to proceed with the electrical work and to do repairs, maintenance, and cleanup of the premises. Mr. Jensen took out a building permit from the Town of Dunn building inspector on June 15, 2015, a copy of which is attached as Exhibit D and incorporated by reference herein. Repairs and maintenance were started in the Spring of 2015.

Mr. Jensen also contacted the Kegonsa Sanitary District to make arrangements for the transfer of the sanitary bill over to his name and to update the grinder system that would be required for the full use of the premises.

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Mr. Bentz had kept all real estate taxes current and paid all of the Sanitary District bills current. He never had any intention of abandoning the premises. In fact, he had allowed people to use the premises so that it never would have been considered to be abandoned.


The notice dated May 12, 2015, was never provided to Mr. Jensen and was only mailed to Mr. Bentz. Mr. Bentz did not know what this was and did not disclose this to Mr. Jensen. Mr. Jensen and Mr. Bentz strongly disputed that this property was an abandoned residential structure when learning of the notice. Mr. Jensen immediately sought to seek a cancellation of the notice. Mr. Bentz and Mr. Jensen believe that the attempt of the Dane County Zoning Administration is an unlawful attempt to take the property in violation of the Wisconsin and U.S. Constitution.

LEGAL ISSUES

The Dane County Ordinance relates to abandonment of existing structures. Abandonment is defined in the Webster's Ninth New Collegiate Dictionary as "to give up with the intent of never again claiming a right or interest in". Abandon is defined in the Black's Law Dictionary as, "to relinquish or give up with intent of never again resuming one's right or interest. To give up or to cease to use. To give up absolutely; to forsake entirely; to renounce utterly; to relinquish all connection with or concern in; to desert".

Abandonment is defined in the Black's Law Dictionary as, "the surrender, relinquishment, disclaimer, or cession of property or of rights. Voluntarily relinquishment of all right, title, claim and possession, with the intention of not reclaiming it. The giving up of a thing absolutely, without reference to any particular person or purpose, as vacating property with the intention of not returning, so that it may be appropriated by the next comer or finder". See Exhibit E for the legal definitions of abandon and abandonment.

Dane County Ordinances do not define abandonment and so under the legal requirements, definition of abandonment must be the plain meaning. Clearly, there was no abandonment ever intended by Mr. Bentz or by Mr. Jensen. Wisconsin does not have a common case law definition of abandonment of real property. However, the Supreme Court of Wisconsin has held in cases of leases and easements that a form of intent is involved for abandonment. For leases, abandonment, as applied to leases, involves an absolute relinquishment of premises by a tenant and consists of acts or omissions and an intent to abandon. See Wisconsin case of *Sporlede v. Gonis*, 68 Wis. 2d 554

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(1975). For easements, abandonment must be evinced by an affirmative act. Non-use does not itself produce an abandonment no matter how long continued. See case of *Spencer v. Kosir*, 301 Wis. 2d 521, a 2007 case with the Wisconsin Court of Appeals.

If Mr. Bentz had intended to abandon the property as alleged, he would have stopped paying the real estate taxes, would have stopped paying the Sanitary District, and would not have listed the property for sale. It is absurd to think that this is abandoned when this property is such a valuable piece of property. Remember, Mr. Bentz paid \$410,000.00 for the property on January 8, 2013.

Mr. Bentz and Mr. Jensen have the right to make repairs “within its existing building volume”. Section 11.11(2)(a), Maintenance and Repair, states:

“A nonconforming principal structure may be maintained and repaired within its existing building volume. Maintenance and repair include such activities as interior remodeling, plumbing, insulation, and replacement of windows, doors, siding or roofing”.

The ordinance allows repairs to be made within the existing footprint, which Mr. Jensen has done. Mr. Jensen did go to and received approval from the Town of Dunn building inspector and was never told that he needed any kind of county permit. In fact, the ordinance does not require county approval, if it is preexisting. This building was originally constructed in the 1930's and probably earlier than that, and the repairs were done with the addition back in the 1930's. That predates the shoreland zoning ordinances. However, none of the requirements for a Dane County zoning permit is applicable in this case. There is not any vertical or horizontal expansion of an existing structure, there is not the removal of trees, shrubs or vegetation, and there is not a construction of a boat house.

The Town of Dunn officials did not feel that any additional permit was required for the work to be done. Please see the building permit that was granted including the upgrade of the electrical work, which is allowed under the Dane County Code (see Exhibit D). Mr. Jensen is not increasing the footprint of the existing building in the repair work that he had started constructing. We would like to advise the committee that upon receipt of the stop work order, all work stopped. We firmly believe that Mr. Jensen and Mr. Bentz had the right to continue the work that was being done in the building envelope and maintenance. The installing of beams to buttress the load bearing interior support beams and the floorboard replacement are permitted under the Dane County Code.

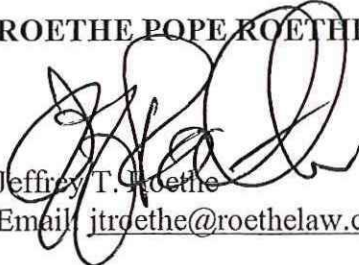
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Finally, the neighbors approve of all of the work that is being done by Mr. Jensen. Enclosed as Exhibits F, G and H and incorporated by reference are letters from the adjacent neighbors that there has been continued use of the property and that it has not been abandoned. The neighbors welcome the repairs that the Jensen family has done to 1962 Quam Point Road.

We urge the Board to cancel the Notice of Abandonment.

Respectfully submitted,

ROETHE POPE ROETHE LLP




Jeffrey T. Roethe
Email: jtroethe@roethelaw.com

kp

Attachments

pc Robert Bentz
Robert Jensen

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14 W. Main Street, PO Box 16, Evansville, WI 53536, PH: 608-882-4500 FAX 608-884-7018

key number: 0610-253-3034-6

property address: 1962 Quam Point Rd

neighborhood / zoning: Lake Kegonsa Onshore / 001

effluent / water / sanitary: Medium / Well water /

legal description: OLE J QUAMS PARK ADD LOT 4

Summary of Assessment	
Land	\$301,000
Improvements	\$41,700
Total value	\$342,700

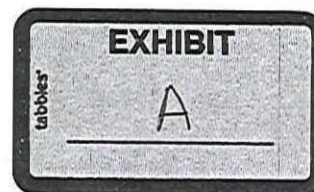
Summary of Last Valid Sale	
Sale date	1/8/2013
Sale price	\$410,000
Document no	4950308

Land										
Lot	Tax Classification	Unit of Measure	Width	Depth	Sq Ft	Acres	Waterfront	Description	Assess Value	
1	Residential	Acres	32	100	18,687	0.429	None		\$301,000	
Total land:									\$301,000	

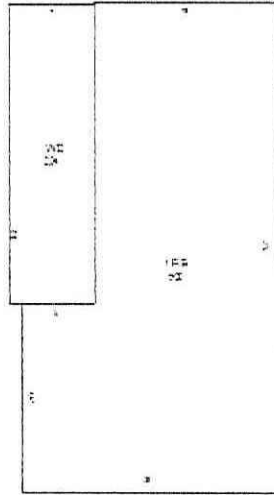
Residential Building		
Year built:	1930	Full basement: 900 SF
Story height:	1 story	Crawl space:
Style:	Cottage	Rec room: 300 SF
Use:	Single family	FBLA:
Exterior wall:	Alum/vinyl	First floor: 900 SF
Roof type:	Asphalt shingles	Second floor:
Heating:	Electric, baseboard	Finished attic:
Cooling:	None	Unfinished attic:
Bedrooms:	2	Unfinished area:
Family rooms:		Deck, fir or pine 224 SF
Baths:	1 full, 1 half	
Total rooms:	4	
Whirl / hot tubs:		
Masonry FPs:		
Metal FPs:		
Gas only FPs:		Masonry adjust:
Asmt garage:		Grade factor: D
Shed dormers:		Condition: Average
Gable/hip dorm:		Percent complete: 100%



Residential assessed building value: \$41,700 Total square feet: 900



or plan for 1 story Alum/vinyl Cottage



Sketch by Apex Sketch

Other Building Improvements					
Qty	Description	Width	Depth	Height	Assess Value

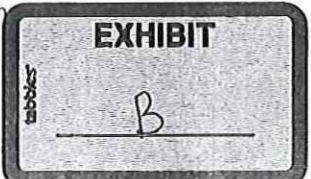
Total OBIs:

Other Improvements		
Tax Class	Description	Assess Value

Total other improvements:

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 2, 2015 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) [~~STRIKE THOSE NOT APPLICABLE~~]
3 **GENERAL PROVISIONS** The Buyer, Robert and Dianne Jensen Revocable Trust by Robert Jensen and Dianne Jensen,
4 co-Trustees, offers to purchase the Property known as [Street Address] 1962 Quam Point Road
5 _____ in the Town
6 of Dunn, County of Dane Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ **PURCHASE PRICE:** Two Hundred Ninety Thousand and 00/100 -----
9 ----- Dollars (\$ 290,000.00).
10 ■ **EARNEST MONEY** of \$ 0.00 accompanies this Offer and earnest money of \$ 200.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to ~~listing broker or~~
12 Attorney Jeffrey T. Roethe to be held in the Roethe Law Firm Trust Account pending the closing.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: Cottage and boathouse.
16 _____
17 ■ **NOT INCLUDED IN PURCHASE PRICE:** Personal property of Seller.
18 _____
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented**
20 **and will continue to be owned by the lessor.**
21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
22 **included/excluded.**
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
26 **running from acceptance provide adequate time for both binding acceptance and performance.**
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before June 12, 2015. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional): Robert Bentz
39 Buyer's recipient for delivery (optional): Attorney Jeffrey T. Roethe
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) _____ Buyer: (608 _____) 884-7018
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: PO Box 16219, Golden, CO 80402
48 Delivery address for Buyer: 24 North Henry Street, PO Box 151, Edgerton WI 53534
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): rbentz1225@aol.com
54 E-Mail address for Buyer (optional): jtroethe@roethelaw.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any n
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.



57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than July 1, 2015

117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and no other _____.

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

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

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

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

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

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

130 Proration based on value of \$342,700.00 x last year's mill rate of .017265039, yields estimated 2015 taxes of \$5,917.00 .

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

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 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
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) ~~other than those identified in Seller's~~
161 ~~Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer~~
162 ~~signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and~~
163 ~~Seller and Buyer waive the requirement of a Real Estate Condition Report, as Buyer is purchasing the property in an as-is~~
164 ~~condition.~~ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. All closing costs to be split equally between Seller and Buyer. 2. This offer
166 is contingent upon Seller and Buyer entering into a Land Contract with the following terms: Purchase price \$290,000.00, \$25,000.00
167 being paid at the execution of the contract, interest 4% per annum on the outstanding balance, 30 year amortization, monthly
168 principal and interest payments in the amount of \$1,000.00 commencing August 1, 2015, and monthly thereafter, with the interest
169 rate to be increased to an annual rate of 12% for any payments made after July 31, 2020. 3. Buyer can prepay principal at any
170 time during the term of the Land Contract.

171

172 See Line 435 for Additional Provisions/Contingencies.

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.

202 BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

216

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____

218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than

221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed

225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and

226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

228 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.229 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____%. The initial interest

230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per

231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal

232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines

234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to

239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan

240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall

241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of

242 unacceptability.

243 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide

244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN

245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS

246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

247 ■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this

248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan

249 commitment.

250 ■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already

251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing

255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party

258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers

268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

269 purchase price, accompanied by a written notice of termination.

270 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether

271 deadlines provide adequate time for performance.

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

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

281 If Buyer defaults, Seller may:

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

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

285 If Seller defaults, Buyer may:

286 (1) sue for specific performance; or

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

288 In addition, the Parties may seek any other remedies available in law or equity.

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

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

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

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____

308

309 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL
310 CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: None

321

322 _____. If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

326 ■ **CONVEYANCE OF TITLE**: Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and no other _____

332

333

334

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

343 ~~■ **GAP ENDORSEMENT**: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
344 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after~~
345 ~~the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy~~
346 ~~exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap~~
347 ~~coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).~~

348 ■ **PROVISION OF MERCHANTABLE TITLE**: For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING**: If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

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

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

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

INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 395-409). This Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

_____ (list any Property component(s) to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

ADDENDA: The attached _____ is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer may begin to restore electrical service and sewer service upon acceptance of offer by both Seller and Buyer. Expenses for same will be paid by Buyer unless the sale does not close, then by Seller to extent completed.

This Offer was drafted by [Licensee and Firm] Attorney Jeffrey T. Roethe of Roethe Pope Roethe LLP

on June 4, 2015

x) Robert Jensen

Buyer's Signature ▲ Print Name Here ▶ Robert Jensen, Trustee

Robert Jensen

Date ▲ 6/5

x) Dianne Jensen

Dianne Jensen

Buyer's Signature ▲ Print Name Here ▶ Dianne Jensen, Trustee

Date ▲ 6/5

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

Broker (By) _____

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

x) [S]

Seller's Signature ▲ Print Name Here ▶ Robert Bentz

Date ▲ _____

x) _____
Seller's Signature ▲ Print Name Here ▶ _____

Date ▲ _____

This Offer was presented to Seller by [Licensee and Firm] _____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer may begin to restore electrical service and sewer service upon
436 acceptance of offer by both Seller and Buyer. Expenses for same will be paid by Buyer unless the sale does not close, then by
437 Seller to extent completed.

438
439
440
441
442

443 This Offer was drafted by [Licensee and Firm] Attorney Jeffrey T. Roethe of Roethe Pope Roethe LLP

444 _____ on June 4, 2015

445 (x)

446 Buyer's Signature ▲ Print Name Here ► Robert Jensen, Trustee Date ▲ _____

447 (x)

448 Buyer's Signature ▲ Print Name Here ► Dianne Jensen, Trustee Date ▲ _____

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

450 _____ Broker (By) _____

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

455 (x) Robert Bentz Date ▲ 6/5/15

456 Seller's Signature ▲ Print Name Here ► Robert Bentz Date ▲ _____

457 (x)

458 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between Robert Bentz

("Vendor," whether one or more),
and Robert and Dianne Jensen Revocable Trust by Robert Jensen and Dianne Jensen, co-Trustees

("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Dane County, State of Wisconsin:

Lot 4, Ole J. Quam's Park Addition, Town of Dunn, Dane County, Wisconsin.

Special Provisions: 1. All closing costs to be split equally between Vendor and Purchaser. 2. Taxes to be prorated at the time of closing based on value of \$342,700.00 times last years mill rate of .017265039, which yields estimated 2015 taxes of \$5,917.00. 3. Buyer is purchasing property in an as-is condition. 4. If monthly principal and interest payments are not postmarked by the 5th day of each month, a 10% late fee will be assessed.

Purchaser agrees to purchase the Property and to pay to Vendor at PO Box 16219, Golden, Colorado 80402, the sum of \$290,000.00 in the following manner:

- (a) \$25,000.00 at the execution of this Contract; and
- (b) the balance of \$265,000.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 4% per annum until paid in full as follows:

Monthly principal and interest payments in the amount of \$1,000.00 per month, commencing August 1, 2015, and monthly thereafter, 30 year amortization, with the interest rate to be increased to an annual rate of 12% for any payments made after July 31, 2020.

Provided the entire outstanding balance shall be paid in full on or before August 1, 2045, ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.

Recording Area

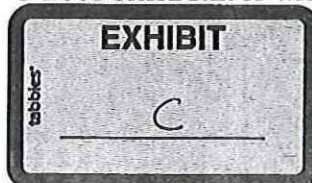
Name and Return Address
Attorney Jeffrey T. Roethe
Roethe Pope Roethe LLP
PO Box 151
Edgerton WI 53534.

028/0610-253-3034-6

Parcel Identification Number (PIN)

This is not homestead property.

This is not a purchase money mortgage.



CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

X A. Purchaser agrees to pay the cost of future title evidence.

B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on July 1, 2015.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 60 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 60 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated July _____, 2015.

VENDOR:

PURCHASER:

ROBERT AND DIANNE JENSEN
REVOCABLE TRUST:

_____(SEAL)_____(SEAL)
*Robert Bentz *Robert Jensen, Trustee

_____(SEAL)_____(SEAL)
* *Dianne Jensen, Trustee

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Robert Bentz, Robert Jensen and Dianne Jensen

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

authenticated on July _____, 2015.

Personally came before me on _____,
the above-named _____

* Attorney Jeffrey T. Roethe, SBN 1012603
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

Attorney Jeffrey T. Roethe
PO Box 151, Edgerton WI 53534

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 11-2003

* Type name below signatures.

Town of Dunn Building Permits and Inspections

4156 County Road B - McFarland, WI 53558

Name Bob Jensen Date 6/15/15 Permit# _____

Construction Address: 1962 GUAM PT DR

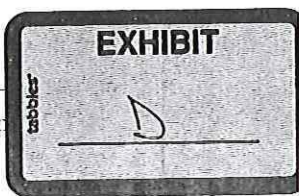
Call 608-838-1081 ext. 201 for inspections Monday through Friday from 8AM - 4PM

Work being done		Inspections Required
	Erosion control – additions and new construction	
	Footings	
	Foundation	
	Drain tile	
	Temporary electric service connection	
✓	Permanent electric	
	Groundwork plumbing	
	Rough electric	
✓	Rough plumbing	
✓	Rough construction	
	Rough HVAC	
	Insulation	
✓	Addition/Remodel Final construction	
	Addition/Remodel Final HVAC	
	Addition/Remodel Final Electric	
	Addition/Remodel Final Plumbing	
	New Construction Final/Occupancy	
	Deck (if not done on final inspection)	

- If a re-inspection is necessary because the work was not completed when the inspection was called in, or due to a code violation, or if for any reason additional inspections are required, there will be an additional fee of \$40.00 per additional inspection.
- Failure to obtain a permit before commencing work will double the permit fees.
- **Please do not leave inspection requests on voice mail.** Office hours are 8AM-4PM Monday – Friday.
- All work to be inspected must be ready for inspection prior to making inspection request.
- Please call Mary at the Town 608-838-1081 extension 201 for all questions.
- I have read and understand the above building permit requirements.

Signed Robert Jensen
 Updated 1/06 White – Office copy

Date 6/15/15
 Yellow -- Applicant copy



Town of Dunn BUILDING PERMIT APPLICATION

PARCEL NUMBER
28-0610-_____

IMPORTANT – Complete ALL items. Mark boxes where applicable.

I. GENERAL INFORMATION – Complete each column.

A. Type of Improvement

- New Building
- Addition
- Alteration
- Replacement
- Repair
- Moving/Wrecking

B. Proposed Use

- Single Family Unit
- Two or More Family
Enter number of units _____
- Garage
- Non-Residential –
Specify Use _____
- Other – Specify _____

C. Permit Numbers

Town Access Permit No. _____
 County Zoning Permit No. _____
 Sanitary District No. _____
 Sanitary Permit No. _____
 Contractor # _____

Remodel-Upgrade Elect.

II. PROJECT INFORMATION

A. Location

LOT _____ BLOCK _____ SUBDIVISION _____
 CONSTRUCTION SITE ADDRESS 1962 QUAM PT DR
 SIZE: _____ W x _____ L NUMBER OF STORIES _____ TOTAL SQUARE FEET _____

III. IDENTIFICATION – To be completed by all applicants.

	NAME	MAILING ADDRESS – Number, Street, City & State	ZIP CODE	TELEPHONE NO.
1. Owner	Robert Jensen	1960 Quam Pt. Dr.	53589	608-235-5456
2. Contractor	Mike Sweep	DUNKIRK ELECT.		
3. Architect				

The undersigned applicant as owner, or as his agent, does hereby agree to construct, erect, alter or install the above described work in accordance with the plans and specifications filed. The materials filed must be in strict compliance with the zoning, building and sanitary ordinances and codes of the Town of Dunn. Furthermore, the applicant agrees to notify the Building Inspector prior to enclosing and construction which would prohibit inspections of structural members, plumbing rough-in, electrical rough-in and mechanical rough-in. It is also agreed that failure to comply with the above mentioned ordinances automatically voids any and all permits issued to the undersigned.

ON NEW RESIDENCES: Upon final inspection the building inspector will be inspecting new wells to insure the connections are made to code.

PLEASE NOTE – Final inspection is mandatory BEFORE OCCUPANCY.

FOR INSPECTION CALL: Building – 838-1081, PLUMBING – 838-1081, ELECTRICAL – 838-1081

The owner of this building and the undersigned agree to conform to all applicable laws of the Town of Dunn.

X Robert Jensen _____ X 6/15/15
 Signature of Applicant Address Application Date

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE

Approved by <i>S. Fittelson</i>	Permit Fee 160.00	Date Permit Issued 6/15/15	By 	
WHITE – Town	YELLOW – Assessor	PINK – Building Inspector	GOLDENROD – Applicant	

A Dictionary of the English Language



¹a \ə\ *n*, *pl* a's or as \əz\ often *cap.*, often *attrib* 1 a : the 1st letter of the English alphabet b : a graphic representation of this letter c : a speech counterpart of orthographic a 2 : the 6th tone of a C-major scale 3 : a graphic device for reproducing the letter a 4 : one designated a esp. as the 1st in order or class 5 a : a grade rating a student's work as superior in quality b : one graded or rated with an A 6 : something shaped like the letter A

²a \ə, (ə)\ *indefinite article* [ME, fr. OE *ān* one — more at ONE] (bef. 12c) 1 — used as a function word before singular nouns when the referent is unspecified (a man overboard) and before number collectives and some numbers (a dozen) 2 : the same (birds of a feather) (swords all of a length) 3 a — used as a function word before a singular noun followed by a restrictive modifier (a man who was here yesterday) b : ANY (a man who is sick can't work) c — used as a function word before a mass noun to denote a particular type or instance (a bronze made in ancient times) (glucose is a simple sugar) 4 — used as a function word with nouns to form adverbial phrases of quantity, amount, or degree (felt a little tired)

usage In speech and writing a is used before a consonant sound (a door) (a human) Before a vowel sound *an* is usual (an icicle) (an honor) but esp. in speech a is used occasionally, more often in some dialects than in others (a apple) (a hour) (a obligation) Before a consonant sound represented by a vowel letter a is usual (a one) (a union) but *an* also occurs though less frequently now than formerly (an unique) (such an one) Before unstressed or weakly stressed syllables with initial *h* both *a* and *an* are used in writing (a historic) (an historic) but in speech *an* is more frequent whether \h\ is pronounced or not. In the King James Version of the Old Testament and occasionally in writing and speech *an* is used before *h* in a stressed syllable (an huzzess) (an hundred) (children are an heritage of the Lord — Ps 127:3(AV))

³a \ə also (ə)\ *prep* [ME, fr. OE *a*, *an*, *on*] (bef. 12c) 1 chiefly *dial.* : ON, IN, AT 2 : in, to, or for each (twice a week) (five dollars a dozen) *usage* see ²a

⁴a \ə, (ə)\ *vb* [ME, contr. of *have*] *archaic* (14c) : HAVE (I might a had husbands afore now — John Bunyan)

⁵a \ə\ *prep* [ME, by contr.] (1500) : OF — often attached to the preceding word (kinda) (lotta)

¹a- \ə\ *prefix* [ME, fr. OE] 1 : on : in : at (abed) 2 : in (such) a state or condition (afire) 3 : in (such) a manner (aloud) 4 : in the act or process of (gone a-hunting) (atingle)

²a- \ə\ also (ə)\ *or* (ə)\ *or* an- \ə\ *prefix* [L & Gk; L, fr. Gk — more at UN-] : not : without (asexual) — *a-* before consonants other than *h* and sometimes even before *h*, *an-* before vowels and usu. before *h* (achromatic) (ahistorical) (anastigmatic) (anharmonic)

a- *comb form* [ISV] : replacing carbon esp. in a ring (aza-)

a- \ə\ *n* *suffix* [NL, fr. *a-* (as in *magnesia*)] : OXIDE (thoria)

aah \ə\ *often prolonged and/or followed by* ə\ *vi* (1953) : to exclaim in amazement, joy, or surprise (one finds oneself oohing and ~ing over the exciting new TV commercials — Walter Goodman) — *aah n*

aard-vark \ˈɑrd-ˈvɑrk\ *n* [Dutch, fr. *Afrika* *aard* earth + *vark* pig] (1833) : a large burrowing nocturnal African mammal (*Orycteropus afer* of the order Tubulidentata) that has an extensible tongue, powerful claws, large ears, and heavy tail and feeds esp. on termites

aard-wolf \-ˈwʊlf\ *n* [Afrik, fr. *aard* + *wolf*] (1833) : a maned striped mammal (*Proteles cristata*) of southern and eastern Africa that resembles the related hyenas and feeds chiefly on carrion and insects

Aar-on \ˈɑr-ən, ˈer-\ *n* [LL, fr. Gk *Aarōn*, fr. Heb *Ahārōn*] : a brother of Moses and high priest of the Hebrews

Aa-ron-ic \a-ˈræn-ik, e-\ *adj* (ca. 1828) 1 : of or stemming from Aaron 2 : of or relating to the lower order of the Mormon priesthood

Ab \ˈæb, ˈäv, ˈöv\ *n* [Heb *Abh*] (ca. 1769) : the 11th month of the civil year or the 5th month of the ecclesiastical year in the Jewish calendar — see MONTH *table*

ab- \ə\ *prefix* [ME, fr. OF & L; OF, fr. L *ab-*, *abs-*, *a-*, fr. *ab*, *a* — more at OF] : from : away : off (abaxial) (abstrict)

aba \ə-ˈbā, ä-ˈbā\ *n* [Ar *ʿabā*] (1811) 1 : a loose sleeveless outer garment worn by Arabs 2 : a fabric woven from the hair of camels or goats

ab-a-ca \ˌab-ə-ˈkɑ, ˈab-ə-\ *n* [Sp *abacá*, fr. Tag *abaká*] (ca. 1818) 1 : a fiber obtained from the leafstalk of a banana (*Musa textilis*) native to the Philippines — called also *Manila hemp* 2 : the plant that yields abaca

aback \ə-ˈbak\ *adv* (bef. 12c) 1 *archaic* : BACKWARD, BACK 2 : in a position to catch the wind upon the forward surface of a square sail 3 : by surprise : UNAWARES (was taken ~ by her sharp retort)

abac-te-ri-al \ä-(ə)\bak-ˈtir-ē-əl\ *adj* (ca. 1935) : not caused by or characterized by the presence of bacteria (an ~ inflammation)

aba-cus \ˌab-ə-ˈkʌs, ə-ˈbak-əs\ *n*, *pl* *aba-ci* \ˌab-ə-ˈsi, -kē; ə-ˈbak-ı\ or *abacus-es* [L, fr. Gk *abak-*, *abax*, lit., slab] (14c) 1 : an instrument for performing calculations by sliding counters along rods or in grooves 2 : a slab that forms the uppermost member or division of the capital of a column

abaft \ə-ˈbaft\ *prep* [ˈa- + *baft* (aft)] (1594) : to the rear of; *specif.* : toward the stern from

abaft adv (1628) : toward or at the stern : AFT

aba-lo-ne \ˌab-ə-ˈlō-nē, ˈab-ə-\ *n* [AmerSp *abulon*] (1850) : any of a genus (*Haliotis*) of rock-clinging gastropod mollusks that have a flattened shell slightly spiral in form, lined with mother-of-pearl, and with a row of apertures along its outer edge

aban-don \ə-ˈban-dən\ *vi* [ME *abandonen*, fr. MF *abandoner*, fr. *abandon*, *n.*, surrender, fr. *a bandon* in one's power] (14c) 1 a : to give up to the control or influence of another person or agent (~ed her baby to fate) b : to give up with the intent of never again claiming a right or interest in 2 : to withdraw from often in the face of danger or encroachment (~ ship) 3 : to withdraw protection, support, or help from (~ed the candidate when the polls went against him) 4 : to give (oneself) over unrestrainedly 5 a : to cease from maintaining, practicing, or using (immigrants slow to ~ their native language) b : to cease intending or attempting to perform (~ed their attempts to escape) — *aban-don-er n* — *aban-don-ment* \-dən-mənt\ *n*

syn ABANDON, DESERT, FORSAKE mean to leave without intending to return. ABANDON suggests that the thing or person left may be helpless without protection; DESERT implies that the object left may be weakened but not destroyed by one's absence; FORSAKE suggests an action more likely to bring impoverishment or bereavement to that which is forsaken than its exposure to physical dangers. *syn* see in addition RELINQUISH

2 abandon *n* (14c) : a thorough yielding to natural impulses; *esp.* : ENTHUSIASM, EXUBERANCE

aban-doned \ə-ˈban-dənd\ *adj* (14c) 1 : wholly free from restraint 2 : given up : FORSAKEN

ā bas \ä-ˈbäs\ [F] (ca. 1897) : down with (*ā bas* the profiteers)

abase \ə-ˈbās\ *vi* *abased*; *abas-ing* [ME *abassen*, fr. MF *abaissier*, fr. *a-* (fr. L *ad-*) + (assumed) VL *bassiare* to lower] (15c) 1 *archaic* : to lower physically 2 : to lower in rank, office, prestige, or esteem — *abase-ment* \-bäs-mənt\ *n*

syn ABASE, Demean, DEBASE, DEGRADE, HUMILIATE mean to lower in one's own estimation or in that of others. ABASE suggests losing or voluntarily yielding up dignity or prestige; Demean implies losing or injuring social standing by an unsuitable act or association; DEBASE implies a deterioration of moral standards or character; DEGRADE suggests the taking of a step downward sometimes in rank but more often on the road to moral degeneration; HUMILIATE implies the severe wounding of one's pride and the causing of deep shame.

abash \ə-ˈbɑsh\ *vi* [ME *abaishen*, fr. (assumed) MF *abaiss-*, *abair* to astonish, alter, of MF *esbair*, fr. *ex-* + *baer* to yawn — more at ABEYANCE] (14c) : to destroy the self-possession or self-confidence of : DISCONCERT — *abash-ment* \-mənt\ *n*

abate \ə-ˈbāt\ *vb* *abated*; *abat-ing* [ME *abaten*, fr. OF *abattre* to beat down — more at REBATE] *vi* (13c) 1 a : to put an end to (~ a nuisance) b : NULLIFY (~ a writ) 2 a : to reduce in degree or intensity : MODERATE b : to reduce in value or amount : make less esp. by way of relief (~ a tax) 3 : DEDUCT, OMIT (~ part of the price) 4 a : to beat down or cut away so as to leave a figure in relief b *obs* : BLUNT 5 : DEPRIVE ~ *vi* 1 : to decrease in force or intensity 2 a : to become

\ə\ *about* \ə\ *kitten*, F *table* \ər\ *further* \ə\ *ash* \ə\ *ace* \ə\ *cot*, *cart* \a\ *out* \ch\ *chin* \e\ *bet* \e\ *easy* \g\ *go* \i\ *hit* \i\ *ice* \j\ *job* \j\ *sing* \ə\ *go* \ə\ *law* \oi\ *boy* \th\ *thin* \th\ *the* \ü\ *loot* \ü\ *foot* \y\ *yet* \zh\ *vision* \ä, k, ʰ, æ, e, i, u, ü, ʷ\ see *Guide to Pronunciation*



- husband and wife was insufficient. *State v. Davis*, Tex.Civ.App., 139 S.W.2d 638, 640.
- AAA. Agricultural Adjustment Act; American Accounting Association; American Arbitration Association.
- A.A.C. *Anno ante Christum*, the year before Christ.
- A.A.C.N. *Anno ante Christum natum*, the year before the birth of Christ.
- AALS. Association of American Law Schools.
- A *aver et tener* /èy éyvær et ténær/. L. Fr. (L. Lat. *habendum et tenendum*.) To have and to hold. A *aver et tener a luy et a ses heires, a tous jours*,—to have and to hold to him and his heirs forever.
- Ab. The eleventh month of the Jewish civil year, and the fifth of the sacred year. It answers to the moon that begins in July, and consists of thirty days. On the 24th is observed a feast in memory of the abolishment of the Sadducean law, which required sons and daughters to be equal heirs and heiresses of their parents' estates.
- Ab, at the beginning of English-Saxon names of places, is generally a contraction of abbot or abbey; whence it is inferred that those places once had an abbey there, or belonged to one elsewhere, as Abingdon in Berkshire.
- A.B. Able-bodied seaman. In English law a seaman is entitled to be rated A. B. when he has served at sea three years before the mast. In the United States the term "Able Seaman" is used. For the requirements of able seaman, see 46 U.S.C.A. § 672. Also *artium baccalaureus*, bachelor of arts. In England, generally written B. A.
- A.B.A. American Bar Association.
- Ab; Abr. Abridgment.
- Ab *abusu ad usum non valet consequentia* /æb əbyúwz(y)uw æd yúwzəm non vælæt kɔnsəkúwəns(h)y)/. A conclusion as to the use of a thing from its abuse is invalid.
- Abacist or abacista /æbəsístə/. A caster of accounts, an arithmetician.
- Abaction /æbækshən/. A carrying away by violence.
- Ab *actis* /æb æktəs/. Lat. An officer having charge of *acta*, public records, registers, journals, or minutes. An officer who entered on record the *acta* or proceedings of a court; a clerk of court; a notary or actuary. See "*Acta*." This, and the similarly formed epithets *à cancellis*, *à secretis*, *à libellis*, were also anciently the titles of a chancellor (*cancellarius*) in the early history of that office.
- Abactor /æbæktər/. A stealer and driver away of cattle or beasts by herds or in great numbers at once, as distinguished from a person who steals a single animal or beast. Also called *abigeus*, *q.v.*
- Ab *agendo* /æb ejjéndow/. Disabled from acting; unable to act; incapacitated for business or transactions of any kind.
- A.B.A.J. American Bar Association Journal.
- Abalienate /əbéyliyəneyt/. To transfer interest or title.
- Abalienatio /əbéyliyənéysh(iy)ow/. In Roman law, the perfect conveyance or transfer of property from one Roman citizen to another. This term gave place to the simple *alienatio*, which is used in the Digest and Institutes, as well as in the feudal law, and from which the English "alienation" has been formed.
- Abalienation /əbéyliyənéyshən/. In the civil law, a making over of realty, or chattels to another by due course of law.
- Abamita /əbámədə/. In the civil law, a great-great-grandfather's sister (*abavi soror*). Called *amita maxima*.
- Abandon. To desert, surrender, forsake, or cede. To relinquish or give up with intent of never again resuming one's right or interest. To give up or to cease to use. To give up absolutely; to forsake entirely; to renounce utterly; to relinquish all connection with or concern in; to desert. It includes the intention, and also the external act by which it is carried into effect.
- Abandonee. A party to whom a right or property is abandoned or relinquished by another. Applied to the insurers of vessels and cargoes.
- Abandonment. The surrender, relinquishment, disclaimer, or cession of property or of rights. Voluntary relinquishment of all right, title, claim and possession, with the intention of not reclaiming it. *State v. Bailey*, 97 N.J.Super. 396, 235 A.2d 214, 216. The giving up of a thing absolutely, without reference to any particular person or purpose, as vacating property with the intention of not returning, so that it may be appropriated by the next comer or finder. Intention to forsake or relinquish the thing is an essential element, to be proved by visible acts. The voluntary relinquishment of possession of thing by owner with intention of terminating his ownership, but without vesting it in any other person. *Dober v. Ukase Inv. Co.*, 139 Or. 626, 10 P.2d 356, 357. The relinquishing of all title, possession, or claim, or a virtual, intentional throwing away of property.
- "Abandonment" includes both the intention to abandon and the external act by which the intention is carried into effect. In determining whether one has abandoned his property or rights, the intention is the first and paramount object of inquiry, for there can be no abandonment without the intention to abandon. *Roebuck v. Mecosta County Road Commission*, 59 Mich.App. 128, 229 N.W.2d 343, 345. Generally, "abandonment" can arise from a single act or from a series of acts. *Holly Hill Lumber Co. v. Grooms*, 198 S.C. 118, 16 S.E.2d 816, 821.
- Time is not an essential element of "abandonment", although the lapse of time may be evidence of an intention to abandon, and where it is accompanied by acts manifesting such an intention, it may be considered in determining whether there has been an abandonment. *Ullman ex rel. Eramo v. Payne*, 127 Conn. 239, 16 A.2d 286, 287.
- "Abandonment" differs from surrender in that surrender requires an agreement, and from forfeiture, in that forfeiture may be against the intention of the party alleged to have forfeited.
- See also *Desertion*; *Discharge*; *Release*; *Waiver*.

Actions, in general. Failure to prosecute or bring action within statutorily prescribed period (see *Statute of limitations*); failure to object to or submit jury instructions (Fed.R. Civil P. 51); failure to demand jury trial (Fed.R. Civil P. 38).

Adverse possession. To destroy continuity of adverse claimant's possession, there must be an intent to relinquish claim of ownership as well as an act of relinquishment of possession and mere temporary absence is not sufficient. *Bruch v. Benedict*, 62 Wyo. 213, 165 P.2d 561.

Assignment of error. Failure to object at trial. *Meyer v. Hendrix*, 311 Ill.App. 605, 37 N.E.2d 445, 446. Error not presented in brief. *Rouby v. United States*, C.C.A.Cal., 115 F.2d 49, 50. Error not supported by point, argument or authority. *Cone v. Ariss*, 13 Wash.2d 650, 126 P.2d 591, 593.

Children. Desertion or willful forsaking. Foregoing parental duties. *Wright v. Fitzgibbons*, 198 Miss. 471, 21 So.2d 709, 710. See also *Desertion*.

Contracts. To constitute "abandonment" by conduct, action relied on must be positive, unequivocal, and inconsistent with the existence of the contract. Abandonment is a matter of intent, *Lohn v. Fletcher Oil Co.*, 38 Cal.App.2d 26, 100 P.2d 505, 507, and implies not only nonperformance, but an intent not to perform which may be inferred from acts which necessarily point to actual abandonment.

Copyright. "Abandonment" of a copyright turns on state of mind of copyright proprietor and occurs whenever he engages in some overt action which manifests his purpose to surrender his rights in the work and to allow the public to enjoy it. *Rexnord, Inc. v. Modern Handling Systems, Inc.*, D.C.Del., 379 F.Supp. 1190, 1199.

Easements. To establish "abandonment" of an easement created by deed, there must be some conduct on part of owner of servient estate adverse to and inconsistent with existence of easement and continuing for statutory period, or nonuser must be accompanied by unequivocal and decisive acts clearly indicating an intent on part of owner of easement to abandon use of it. Permanent cessation of use or enjoyment with no intention to resume or reclaim. Intention and completed act are both essential. A mere temporary or occasional obstruction or use of an easement by the servient owner is not an "abandonment". *Gerber v. Appel*, Mo.App., 164 S.W.2d 225, 228.

Ground for divorce. Abandonment as cause for divorce must be willful and intentional without intention of returning, and without consent of spouse abandoned. This ground is commonly termed "desertion" in state divorce statutes. See also *Desertion*.

Inventions. The giving up of rights by inventor, as where he surrenders his idea or discovery or relinquishes the intention of perfecting his invention, and so throws it open to the public, or where he negligently postpones the assertion of his claims or fails to apply for a patent, and allows the public to use his invention. *Electric Storage Battery Co. v. Shimadzu*, Pa., 307 U.S. 5, 613, 616, 59 S.Ct. 675, 681, 83 L.Ed. 1071.

Leases in general. To constitute an "abandonment" of leased premises, there must be an absolute relin-

quishment of premises by tenant consisting of act and intention.

Mineral leases. "Abandonment" consists of an actual act of relinquishment, accompanied with the intent and purpose permanently to give up a claim and right of property. A distinction exists between "abandonment" and "surrender" which is the relinquishment of a thing or a property right thereto to another, which is not an essential element of abandonment. Distinction also exists between elements of "abandonment" and those of estoppel. Neither formal surrender of oil and gas lease nor release is necessary to effectuate "abandonment; for example, failing to start work under the lease for more than 40 years, *Chapman v. Continental Oil Co.*, 149 Kan. 822, 89 P.2d 833, 834; breach of implied obligation to proceed with search and development of land with reasonable diligence, *Wood v. Arkansas Fuel Oil Co.*, D.C.Ark., 40 F.Supp. 42, 45; no drilling on leased land for more than two years, and failure to pay rentals, *Rehart v. Klossner*, 48 Cal.App.2d 40, 119 P.2d 145, 147; drawing of casing from well with no intention of replacing it, have all been held to constitute "abandonment". But there must be an intention by lessee to relinquish leased premises, *Carter Oil Co. v. Mitchell*, C.C.A.Okl., 100 F.2d 945, 950, 951; or an intention not to drill, *Carter Oil Co. v. Mitchell*, C.C.A.Okl., 100 F.2d 945, 950, 951. And ceasing of operations is not alone sufficient. *Fisher v. Dixon*, 188 Okl. 7, 105 P.2d 776, 777.

Office. Abandonment of a public office is a species of resignation, but differs from resignation in that resignation is a formal relinquishment, while abandonment is a voluntary relinquishment through nonuser. It is not wholly a matter of intention, but may result from the complete abandonment of duties of such a continuance that the law will infer a relinquishment. It must be total, and under such circumstances as clearly to indicate an absolute relinquishment; and whether an officer has abandoned an office depends on his overt acts rather than his declared intention. It implies nonuser, but nonuser does not, of itself constitute abandonment. The failure to perform the duties pertaining to the office must be with actual or imputed intention on the part of the officer to abandon and relinquish the office. The intention may be inferred from the acts and conduct of the party, and is a question of fact. Abandonment may result from an acquiescence by the officer in his wrongful removal or discharge, but, as in other cases of abandonment, the question of intention is involved. *McCall v. Cull*, 51 Ariz. 237, 75 P.2d 696, 698.

Patents. There may be an abandonment of a patent, where the inventor dedicates it to the public use; and this may be shown by his failure to sue infringers, sell licenses, or otherwise make efforts to realize a personal advantage from his patent. *Sandlin v. Johnson*, C.C.A.Mo., 141 F.2d 660.

Property. "Abandoned property" in a legal sense is that to which owner has relinquished all right, title, claim, and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment. *Jackson v. Steinberg*, 186 Or. 129, 200 P.2d 376, 377, 378. There must be concurrence of act and intent, that is, the act of leaving the premises or

property vacant, so that it may be appropriated by the next comer, and the intention of not returning. Relinquishment of all title, possession, or claim; a virtual intentional throwing away of property. *Ex parte Szczygiel*, Sup., 51 N.Y.S.2d 699, 702.

Rights in general. The relinquishment of a right. It implies some act of relinquishment done by the owner without regard to any future possession by himself, or by any other person, but with an intention to abandon. See *Waiver*.

Trade-marks and trade names. There must be not only nonuser, but also an intent to abandon and to give up use of trade-marks permanently. *Neva-Wet Corporation of America v. Never Wet Processing Corporation*, 277 N.Y. 163, 13 N.E.2d 755, 761.

Water rights. "Abandonment," as applied to water rights may be defined to be an intentional relinquishment of a known right. It is not based on a time element, and mere nonuser will not establish "abandonment" for any less time, at least, than statutory period, controlling element in "abandonment" being matter of intent. *Hammond v. Johnson*, 94 Utah 20, 66 P.2d 894, 899. To desert or forsake right. The intent and an actual relinquishment must concur. Concurrence of relinquishment of possession, and intent not to resume it for beneficial use. Neither alone is sufficient. *Osnes Livestock Co. v. Warren*, 103 Mont. 284, 62 P.2d 206, 211.

Abandun, abandum, or abandonum /əbændən(əm)/. Anything sequestered, proscribed, or abandoned. *Abandon, i. e., in bannum res missa*, a thing banned or denounced as forfeited or lost, whence to *abandon, desert, or forsake*, as lost and gone.

Ab ante /əb ʌnti/. Lat. Before; in advance. Thus, a legislature cannot agree *ab ante* to any modification or amendment to a law which a third person may make.

Ab antecedente /əb ʌntəsɪdɛnti/. Lat. Beforehand; in advance.

Ab antiquo /əb ʌntɪkwɔ/. From old times; from ancient time; of old; of an ancient date. 3 Bl.Comm. 95.

Abarnare /əbarnəri/. Lat. To discover and disclose to a magistrate any secret crime.

Ab assuetis non fit injuria /əb əswɪdəs non fɪd ɪnjʊriə/. From things to which one is accustomed (or in which there has been long acquiescence) no legal injury or wrong arises. If a person neglects to insist on his right, he is deemed to have abandoned it.

Abatable nuisance. A nuisance which is practically susceptible of being suppressed, or extinguished, or rendered harmless, and whose continued existence is not authorized under the law. *Fort Worth & Denver City Ry. Co. v. Muncy*, Tex.Civ.App., 31 S.W.2d 491, 494.

Abatementum /əbɛdɛmɛntəm/. L. Lat. In old English law, an abatement of freehold; an entry upon lands by way of interposition between the death of the ancestor and the entry of the heir.

Abatare /əbatəri/. To abate.

Abate. To throw down, to beat down, destroy, quash. To do away with or nullify or lessen or diminish. In *re Stevens' Estate*, Cal.App., 150 P.2d 530, 534. To bring entirely down or demolish, to put an end to, to do away with, to nullify, to make void, *Sparks Milling Co. v. Powell*, 283 Ky. 669, 143 S.W.2d 75, 77. See also **Abatement**; **Abatement of action**.

Abatement. A reduction, a decrease, or a diminution. The suspension or cessation, in whole or in part, of a continuing charge, such as rent.

Legacies. A proportional diminution or reduction of the pecuniary legacies, when the funds or assets out of which such legacies are payable are not sufficient to pay them in full. Model Probate Code, § 184. See **Ademption**, *infra*, as to specific legacies and devises.

Nuisance. See **Nuisance**.

Plea in abatement. See **Plea**.

Taxes. Diminution or decrease in the amount of tax imposed. Abatement of taxes relieves property of its share of the burdens of taxation after the assessment has been made and the tax levied. *Sheppard v. Hidalgo County*, 126 Tex. 550, 83 S.W.2d 649, 657.

Abatement of action. Abatement is an entire overthrow or destruction of the suit so that it is quashed and ended. *Carver v. State*, 217 Tenn. 482, 398 S.W.2d 719. By local court rule in certain U.S. district courts a civil action may be abated (dismissed) if service of process is not made within a specified period after filing of the complaint.

Pleas in abatement have been abolished by Fed.R. Civil P. 7(c); such being replaced by a motion to dismiss under Rule 41. In certain states however this plea still exists to attack jurisdiction, or service of process, or to allege that a prior action between the same parties concerning the same subject matter is pending.

Abator /əbɛɪdər/. In real property law, a stranger who, having no right of entry, contrives to get possession of an estate of freehold, to the prejudice of the heir or devisee, before the latter can enter, after the ancestor's death. In the law of torts, one who abates, prostrates, or destroys a nuisance.

Abatuda /əbɛɪwɔdɔ/. Anything diminished. *Moneta abatuda* is money clipped or diminished in value.

Abavia /əbɛɪviə/. Lat. In the civil law, a great-great-grandmother.

Abavita /əbɛɪmɔdɔ/. A great-great-grandfather's sister. This is a misspelling for *abamita* (q.v.).

Abavunculus /əbɛɪŋkyləs/. Lat. In the civil law, a great-great-grandmother's brother (*avavioe frater*). Called *avunculus maximus*.

Abavus /əbɛɪvəs/. Lat. In the civil law, a great-great-grandfather.

Abbacinare /əbɛɪnəri/. To blind by placing a burning basin or red-hot irons before the eyes. A form of punishment in the Middle Ages. Also spelled "abacinare." The modern Italian is spelled with two b's, and means to blind. Abbacination. Blinding by placing burning basin or red-hot irons before the eyes.

July 27, 2015

TO: Dane County Board of Adjustment

FROM: The Starks
1964 Quam Point Road
Stoughton, WI 53589

Re: Hearing on the Abandonment of 1962 Quam Point Road

Board Members:

We are neighbors of the Jensens on Lake Kegonsa, residing at 1964 Quam Point Road. Our lot line is common with 1962 Quam Point Road on the West side of 1962. Mr. Jensen has asked us to verify that the seasonal cabin on 1962 Quam Point Road has not been abandoned.

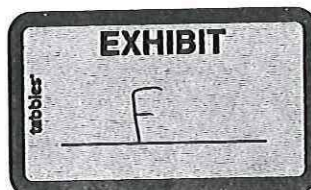
For the last two years, Mr. Jensen has used the cabin on an ongoing basis. He has mowed the lawn, raked leaves, and done maintenance as needed. We have observed his coming and going with family or friends to use the deck and the pier. We understand he is in the process of buying the property, and has already reconnected the electricity that was taken out long ago in a storm. We are happy to see the Jensen family continue to use the cabin and lot, now and in the future.

Sincerely,

Christie Stark
(Christie Stark)

James F. Stark
James F. Stark

1964 Quam Point Rd.
Stoughton, WI 53589
(608) 877-1289



July 27, 2015

TO: Dane County Board of Adjustment

FROM: Phyllis Jasensky
3388 Quam Drive
Stoughton, WI 53589

Re: Abandonment Hearing on 1962 Quam Point Road

Gentlemen:

My husband's family built the seasonal cabin at 1962 Quam Point Road in the early 1930's. It's a lovely cabin, with lots of wonderful family memories of good times there. I think it may have been the first cabin built on Lund's Point, and should be researched with the State Historical Society as a fine example of early building on Lake Kegonsa.

I'm glad the Jensens have maintained it for the last several years and put the pier in and took it out. In return, they were able to use it for their family and friends when they needed extra space. I want to see it maintained and preserved for the future.

Sincerely,

Phyllis Jasensky



July 29, 2015

TO: Dane County Board of Adjustment

FROM: Terry and Barbara Sheldon
1955 Quam Point Road
Stoughton, WI 53589

Re: Abandonment Hearing on 1962 Quam Point Road

Dear Board Members:

We have been asked by the Jensens to comment to the Dane County Board of Adjustment that the property at 1962 Quam Point Road has not been abandoned. We understand the current owner lives in Colorado, and has not personally used the cabin on an ongoing basis.

Mr. Jensen has. He keeps the lawn mowed, takes care of the leaves, and does needed maintenance . He has used the building with family and friends on an ongoing basis. His grandkids play ball on the lawn and change clothes and swim there. His son's and their friends have used the cabin to warm up in when ice fishing and snowmobiling. We are pleased he is buying the property and will continue to keep it up— it's a nice cabin and lot.

Sincerely,

Barbara and Terry Sheldon
1955 Quam Point Road
Stoughton, WI 53589

