

Dane County Contract Cover Sheet

Res 424
significant

Dept./Division	Admin/Controller
Vendor Name	Stone House Development
Vendor MUNIS #	25848
Brief Contract Title/Description	Documents related to Affordable Housing Development Fund project at 134 Fair Oaks in the City of Madison
Contract Term	30 years
Total Contract Amount	\$ 403,200

Contract # <small>Admin will assign</small>	13563
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 118054
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	CPADMIN	Obj Code	58720	Amount	\$ 403,200
Req #	N/A	Org Code	Obj Code		Amount	\$
Year		Org Code	Obj Code		Amount	\$


Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	424
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA	12/10/18		
CH	Controller		12/7/18	
GC	Purchasing	12/11/18	12/11/18	
SJR	Corporation Counsel	12-10-18	12-10-18	Susan Reviewed these docs.
JA	Risk Management	12/10/18	12/10/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Chuck Hicklin	Name	
Phone #	266-4109	Phone #	
Email	hicklin@countyofdane.com	Email	
Address		Address	

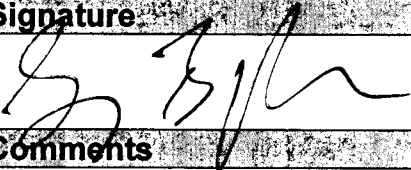
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		12/7/18
	Printed Name	
	Charles Arcklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		12/17/18
	Comments	
Corporation Counsel	Signature	Date
	Shawn Rauti	12/10/18
	Comments	

13543

Document Number

**MEMORANDUM OF
LEASE**

THIS MEMORANDUM OF LEASE entered into this ___ day of _____, 2018, by and between **COUNTY OF DANE, WISCONSIN**, a public body corporate and politic (hereinafter referred to as the "**Landlord**"), having an address of 5201 Fen Oak Drive, Room 208, Madison, WI 53718 and **134 FAIR OAKS, LLC**, a Wisconsin limited liability company ("**Tenant**"), having an address of 1010 E. Washington Avenue, Suite 101, Madison, WI 53703.

Landlord and Tenant entered into a Lease, dated as of even date herewith (the "**Lease**"), whereby Tenant rents from Landlord, for an initial term expiring on December 31, 2049, with respect to Unit 2, Fair Oaks Condominium, in the City of Madison, County of Dane, State of Wisconsin, being legally described on the attached Exhibit A (the "**Property**").

During the term of the Lease or any extension thereof, Tenant has certain options and rights to purchase the Property upon the terms and conditions stated in the Lease.

Further information relating to the Lease or the Property can be obtained by contacting Landlord or Tenant at the addresses given above. This Memorandum may be signed in counterparts, which, together shall constitute one document.

[SIGNATURES ON FOLLOWING PAGES]

Drafted by and after recording return to:

Attorney Katherine R. Rist
Foley & Lardner LLP
P.O. Box 1497
Madison, WI 53701-1497

Part of 0710-053-4404-0

Parcel Identification Number(s)

LANDLORD:

COUNTY OF DANE, WISCONSIN

By: _____
Joseph Parisi
Dane County Executive

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ___ day of _____, 2018, the above named **Joseph Parisi**, to me known to be the **Dane County Executive of the County of Dane**, a public body corporate and politic, and the person who executed the foregoing instrument and acknowledge that he executed the same on behalf of said company by its authority.

*
Notary Public, _____ County, ___
My commission (is)(expires):

TENANT:

134 FAIR OAKS, LLC

BY: SHD, INC.

ITS: MANAGING MEMBER

BY *Helen Bradbury*
Helen Bradbury, President

STATE OF Wisconsin)
) ss.
COUNTY OF Dane)

Personally came before me this 6th day of December, 2018, the above named **Helen Bradbury** to me known to be the President of SHD, Inc., the Managing Member of 134 Fair Oaks, LLC, a Wisconsin limited liability company, and the person who executed the foregoing instrument and acknowledge that he executed the same on behalf of said corporation by its authority.

* *Kasie*
Notary Public, Dane County, Wisconsin
My commission (is)(expires): 3/28/21
* Type or print name. Kasie Setterlund

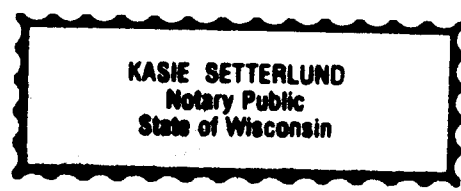


EXHIBIT A

Unit Two (2), Fair Oaks Condominium, located in the City of Madison, Dane County, Wisconsin, created pursuant to a Declaration of Condominium recorded on _____, 2018, in the office of Dane County, Wisconsin Register of Deeds, as Document No. _____, together with the Condominium Plat thereof, recorded in the office of the Dane County, Wisconsin Register of Deeds on _____, 2018, as Document No. _____, together with said Unit's percentage interest in the Common Elements thereof.

LEASE

In consideration of the mutual promises and covenants contained in this Lease, dated as of _____, 2018, County of Dane, Wisconsin (the "Landlord") and 134 Fair Oaks, LLC, a Wisconsin limited liability company (the "Tenant") agree as follows:

1. PREMISES. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, Unit Two (the "Premises") of Fair Oaks Condominium (the "Condominium"). Tenant acknowledges that the Condominium is to be governed by a certain Declaration of Condominium of Fair Oaks Condominium (the "Condominium Declaration").

2. CONDITION OF PREMISES. Tenant acknowledges and agrees that Tenant is leasing the Premises "AS IS", and Landlord makes no warranties, express or implied, as to fitness, merchantability, use or condition of the Premises. Tenant leases the Premises without representation or warranty of Landlord, express or implied, in fact or by law, and without recourse, with respect to: (a) the condition of the Premises and (b) the ability to use the Premises for any particular purpose.

3. COMMON ELEMENTS. Tenant shall be entitled to the reasonable nonexclusive use of the common elements of the Condominium appurtenant to the Premises. Tenant's use of such common elements shall be subject to the terms of the Condominium Declaration.

4. TERM. The Lease term shall commence upon the date the Landlord acquires fee simple title to the Premises and shall terminate on December 31, 2049.

5. RENT. Tenant has paid to Landlord on the date hereof the sum of Twenty Dollars (\$20) as rent for the Premises for the entire Lease term.

6. UTILITIES AND SERVICES. Tenant shall pay when due all charges for all utilities used in the Premises.

7. USE. The Premises may be used and occupied for any lawful use. The Premises may not be used as an accessory use to the residential component of the Condominium. The Premises shall be a separate use. Tenant will not use the Premises in any manner that may increase the insurance risk or prevent the obtaining of insurance. It is the intent of Tenant to sublease the Premises to a third party, which Landlord hereby acknowledges.

8. MAINTENANCE AND REPAIR. Tenant shall, at its expense, keep and maintain in good order, condition and repair the Premises including all maintenance and repair responsibilities set forth in Section 7.04(b) of the Condominium Declaration.

9. COVENANTS.

(a) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises.

(b) Surrender. Tenant agrees upon the termination of this Lease for any reason to remove Tenant's personal property and trade fixtures and those of any other persons claiming under Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Tenant, reasonable use and wear, fire and other casualty loss excepted.

(c) Personal Property Taxes. Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the Lease term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

(d) Real Estate Taxes and Assessments. Tenant agrees to pay, before delinquency, any and all real estate taxes and special assessments levied or assessed and which become payable during the Lease term upon the Premises.

(e) Signage. Tenant may place any signs on the exterior of the Premises provided they comply with applicable municipal ordinances.

(f) Expenses of Operating the Premises. Tenant shall, at its expense, obtain any and all services related to the operation of the Premises that it desires, including without limitation the provision of janitorial services, furniture, and supplies necessary for operation of the Premises in compliance with Section 7 hereof.

(g) Financing. Landlord shall not finance the Premises or otherwise encumber its interest in the Premises without Tenant's prior written consent. Tenant shall have the right to encumber its leasehold interest in the Premises and execute and deliver a collateral assignment hereof in connection with any such financing, and Landlord agrees to execute such consent to collateral assignment as Tenant's lender may reasonably require.

10. INSURANCE. During the Lease term, Tenant shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the

Premises, with a combined single limit of not less than \$1,000,000; and (b) insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a "special form" property insurance policy, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount not less than their full replacement value. Tenant's commercial general liability insurance policy shall name Landlord and Tenant as insureds. A copy of the paid-up policies evidencing such insurance or certificates of insurers shall be delivered to Landlord prior to the commencement date of this Lease and upon renewals not less than 30 days prior to the expiration of such coverage. The property insurance for the Premises shall be maintained in accordance with the requirements of the Condominium Declaration.

11. DAMAGE OR DESTRUCTION. In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, the Premises may be repaired or rebuilt in accordance with the requirements of the Condominium Declaration.

12. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any negligence or willful misconduct of Tenant or its officers, members, contractors, licensees, agents, servants, employees, guests, invitees, visitors or subtenants in or about the Premises.

13. IMPROVEMENTS AND ALTERATIONS. Tenant may make, at any time and from time to time, any alterations or improvements ("Improvements") to the Premises it desires including, without limitation, alterations to Improvements previously made by Tenant. All Improvements shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements. All Improvements (except trade fixtures, furniture and equipment belonging to Tenant) in existence upon termination of this Lease shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant. Tenant agrees not to create, incur, impose or permit any construction liens against the Premises by reason of any Improvement and Tenant agrees to hold Landlord harmless from and against any such lien claim. At its expense, Tenant shall cause to be discharged, within thirty days of the filing thereof, any construction lien claim filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

14. EMINENT DOMAIN. In the event the entire Premises is lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance. In the event only a portion of the Premises is taken or conveyed,

the Premises shall be repaired or rebuilt in accordance with the requirements of the Condominium Declaration. Landlord shall be entitled to all awards payable to Landlord for its fee interest in the Premises resulting from a taking, and Tenant shall be entitled to all awards payable to Tenant for its leasehold interest in the Premises resulting from a taking including, without limitation, moving expenses, the cost of any Improvements made by Tenant to the Premises and losses incurred by Tenant as a result of the taking; provided however that Landlord and Tenant agree that all such condemnation proceeds shall be applied first to rebuilding and restoring any damage to the Premises as a result of such condemnation. Landlord hereby covenants and agrees that it will not use any taking or eminent domain powers and authority it may have to initiate or pursue condemnation with respect to the Premises during the Term, except that the County may exercise its condemnation powers or authority pursuant to section 32.05 of the Wisconsin Statutes to facilitate the construction, relocation, widening, or make any other improvement to any alley, street, road, highways, or other public right-of-way.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease and/or sublet all or any portion of the Premises, without Landlord's consent, upon such terms as Tenant desires. Landlord acknowledges that Tenant may charge its subtenants higher rents than the rent that Tenant is paying under this Lease. Landlord shall have no right to any profits made by Tenant as a result of Tenant subletting all or any portion of the Premises.

16. DEFAULT.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion) then Landlord, in addition to all other rights and remedies available to Landlord at law or in equity or by other provisions hereof, may immediately re-enter the Premises and remove all persons and property and, at Landlord's option, terminate this Lease or terminate Tenant's right to possession of the Premises without terminating the Lease. Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any

applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

Any cure of any default by Tenant made or tendered by any Investor Member (defined below) of the Tenant shall be deemed to be a cure by the Tenant and shall be accepted or rejected on the same basis as if made or tendered by the Tenant.

(b) Unpaid Sums. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

17. ESTOPPEL CERTIFICATE. Within fourteen (14) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content reasonably acceptable to Landlord. Within fourteen (14) days after written request from Tenant, Landlord shall execute, acknowledge and deliver to Tenant an estoppel certificate in form and content reasonably acceptable to Tenant.

18. OPTION TO PURCHASE. Landlord acknowledges and agrees that Tenant shall have the Option to Purchase the Premises for the purchase price (the "Purchase Price") of \$10.00 (the "Option"). The option contained herein shall be exercisable by Tenant at any time after January 1, 2049, until the end of the Lease term. The Option shall be deemed exercised if and when Tenant notifies Landlord in writing (the "Exercise Notice") of Tenant's election to exercise the Option. The date, if any, upon which Tenant exercises the Option shall be called the "Exercise Date." The closing on the sale of the Premises to Tenant ("Closing") shall occur on the date set forth in the Exercise Notice, which date shall be no sooner than 30 days but no later than 90 days after the Exercise Date. Tenant shall have the right assign its rights to acquire the Premises under this section to an affiliate by providing written notice to Landlord prior to Closing.

19. RIGHT OF FIRST REFUSAL. Tenant shall have a right of first refusal to purchase the Premises, upon the terms and conditions set forth in this Section 19 (the "Right of First Refusal"). If Landlord receives a bona fide offer to purchase the Premises from a third party purchaser (the "Offer") whether or not solicited, prior to accepting such Offer, Landlord shall deliver a complete and accurate copy of the Offer to Tenant, together with a written statement to the effect that Landlord intends to accept the Offer if Tenant does not exercise its rights hereunder (the "Offer Notice"). If Tenant desires to purchase the Premises, it shall be on substantially the terms and conditions set forth in the Offer, except that the price shall be lesser of (i) the Purchase Price stated in Section 18 above; and (ii) the price set forth in the Offer, and Tenant shall notify Seller in writing within thirty (30) days following Tenant's receipt of the Offer Notice. If Buyer fails to

exercise its Right of First Refusal pursuant to this Section, the Premises may be sold, transferred or assigned pursuant to the Offer to a bona fide third-party purchaser subject to the terms of this Lease, and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Notwithstanding the foregoing, if a transfer pursuant to an Offer presented to Tenant does not close, or if the Offer is later materially amended, then the Tenant's Right of First Refusal shall survive and the Landlord must comply with this Section as to any new or amended Offers. For the purposes of this Section, a material amendment to an Offer shall include, but not be limited to, any adjustment in the purchase price under the Offer or any extension in the time for closing under the Offer by more than thirty (30) days. In the event the Landlord receives an Offer which is not a bona fide, arms-length or unrelated, third party offer, or otherwise transfers the Premises to a related party or pursuant a non-arms-length transaction, then such transfer shall be made subject to this Lease and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Tenant shall have the right assign its rights to acquire the Premises under this section to an affiliate by providing written notice to Landlord prior to Closing.

20. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

21. CONDOMINIUM OBLIGATIONS AND RIGHTS ASSIGNED TO TENANT. All rights (other than approval related to the sale of the Premises) and obligations of the Landlord pursuant to the Condominium Declaration are hereby assigned by Landlord and assumed by Tenant, including without limitation the right to vote and the obligation to pay the General Assessments and Special Assessments as such terms are defined in Sections 7.06 and 7.07 of the Condominium Declaration.

22. AFFORDABILITY REQUIREMENTS. Landlord and Tenant acknowledge that Tenant owns Unit 1 of the Condominium (the "Residential Unit") and intends to operate a residential rental development therein. In consideration of the terms and provisions of this Lease, Tenant covenants to Landlord that Tenant will maintain the Residential Unit in accordance with the occupancy restrictions set forth in the Land Use Restriction Agreement for Low Income Housing Tax Credits to be executed by Tenant in favor of the Wisconsin Housing and Economic Development Authority with respect to the Residential Unit ("WHEDA LURA") during the term thereof, it being acknowledged and agreed that the Residential Unit affordability restrictions contained in this Lease shall terminate upon the expiration or earlier termination of the WHEDA LURA. A violation of the WHEDA LURA, as determined by WHEDA in its reasonable discretion, shall be deemed an event of default by Tenant of this Lease.

23. REPORTING REQUIREMENTS. Tenant shall provide to Landlord an annual written report which shall, at a minimum, include the following information: number of tenants, how many sub-units in the Residential Unit are rented to tenants with household incomes at 60%, 50%, 40% and 30% of Area Median Income (“AMI” as determined by the U.S. Department of Housing and Urban Development), the number of eviction actions filed, the reason for eviction, the number of eviction notices, issued to the tenants in the twelve months preceding the eviction filing, the number of eviction judgments granted, writs executed, and/or other case resolution (e.g. vacated prior to execution of writ or allowed to stay with conditions) in a form supplied by the County, and any other information that may affect the status of the Premises or would be necessary for determining tenants compliance with the terms, covenants, and conditions of this Agreement. The eviction report described in this section shall be due to the COUNTY no later than January 15 and shall reflect the period from January 1 to December 31 of the previous calendar year. Notwithstanding Tenant’s annual written reporting requirements, Tenant shall also provide such information contained therein to Landlord within thirty (30) from Landlord’s written request.

24. MISCELLANEOUS PROVISIONS.

(a) Successors and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.

(b) Non-waiver. Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease.

(c) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Memorandum. At the request of either party, Landlord and Tenant shall execute, acknowledge, and deliver a Memorandum of Lease, which shall be in recordable form, provide public notice of the principal terms hereof, including but not limited to the Option and Right of First Refusal.

(f) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing. In addition, any notice sent by Landlord or by Tenant pursuant to this Lease shall also be sent to Tenant's investor member (the "Investor Member") at:

c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Email: steve.kropf@raymondjames.com
Attention: Steven J. Kropf, President

The time of rendition of such notice shall be deemed to be the time when the notice is delivered to or rejected by the recipient.

[Signature pages follow.]

In Witness Whereof, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:

COUNTY OF DANE, WISCONSIN

BY _____
Joseph Parisi, Dane County Executive

[Tenant's Signature Continues on Following Page]

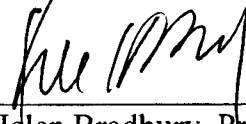
TENANT:

134 FAIR OAKS, LLC

BY: SHD, INC.

ITS: MANAGING MEMBER

BY



Helen Bradbury, President

WB-15 COMMERCIAL OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ _____ ~~[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, the County of Dane, a Wisconsin body corporate
 4 _____, offers to purchase the Property known as [Street Address] Unit Two of
 5 Fair Oaks Condominium in the City _____ of Madison, County of Dane
 6 _____, Wisconsin (Insert additional description, if any, at lines
 7 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: See Rider. _____ Dollars (\$ _____)

9 _____
 10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
 11 mailed or commercially or personally delivered within _____ days of acceptance to listing broker or
 12 _____

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 the date of this
 15 Offer not excluded at lines 20-22, and the following additional items: None.

16 _____
 17 _____
 18 ~~All personal property included in purchase price will be transferred by bill of sale or~~ _____
 19 _____

20 ■ NOT INCLUDED IN THE PURCHASE PRICE: None.
 21 _____
 22 _____

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be**
 24 **excluded by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
 27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
 28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** Binding This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
 30 before _____, 2018. Seller may keep the Property on the market and accept
 31 secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
 34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
 36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** Giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39
 38 Seller's recipient for delivery (optional): Rich Arnesen

39 Buyer's recipient for delivery (optional): Sharene Smith, County of Dane

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
 41 Seller: (_____) _____ See Rider Buyer: (608) _____) 267-1556

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
 43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address
 44 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, or to the Party's
 46 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: 1010 E. Washington Avenue, Suite 101, Madison, WI 53703 and See Rider

48 Delivery address for Buyer: 5201 Fen Oak Drive, Room 208, Madison, WI 53718

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this
 50 is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household
 51 purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail
 52 delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): RArnesen@stonehousedevlopment.com and See Rider

54 E-Mail address for Buyer (optional): smith.sharene@countyofdane.com

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

~~PROPERTY CONDITION REPRESENTATIONS~~ Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)

~~CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. §709.06.~~

CLOSING This transaction is to be closed no later than See Rider at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

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

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

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

- The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- Current assessment times current mill rate (current means as of the date of closing)
- Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- See Rider.

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

Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109 - 115 or 227-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

_____. Insert additional terms, if any, at lines 109-115 or 227-286 or attach as an addendum per line 479.

ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within _____ days before closing, from each non residential tenant, confirming the lease term, rent installment amounts, amount of security deposits, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) ~~earnest money payment(s)~~; (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: no other _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____ (insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern
118 with capacity of 350 and 3 second floor dwelling units). The optional provisions checked on lines 123-139 shall be deemed satisfied unless
119 Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written
120 evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall
121 be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

122 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of
123 acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements,
124 covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit
125 or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

126 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken)
127 expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the
128 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
129 _____

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly
132 increased the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is
136 stricken) expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other
137 _____ **CHECK ALL THAT APPLY**, for the Property for its proposed use

138 described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions
139 which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither
141 is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____
143 days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____

144 _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
145 encroachments upon the Property, the location of improvements, if any, and _____
146 _____ **STRIKE AND COMPLETE AS APPLICABLE**

147 Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent
148 streets; lot dimensions; total acreage or square footage; utility installations; easements or rights of way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the
153 deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2)
154 information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
155 of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer
156 shall be null and void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures and equipment and other personal property included in this transaction which is consistent
161 with representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and
163 clear of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental
168 site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing
169 permits and licenses, recent financial operating statements, current and future rental agreements, notice of termination and non-renewal, and
170 assessment notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents
173 (originals and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier
175 of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that

176 ~~this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the~~
177 ~~standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.~~

178 **DEFINITIONS**

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

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

182 ~~a. Defects in structural components, e.g. roof, foundation, basement or other walls.~~

183 ~~b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.~~

184 ~~c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,~~
185 ~~including but not limited to gasoline and heating oil.~~

186 ~~d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water~~
187 ~~supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.~~

188 ~~e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.~~

189 ~~f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,~~
190 ~~nonconforming structures or uses, conservation easements, rights-of-way.~~

191 ~~g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose~~
192 ~~assessments against the real property located within the district.~~

193 ~~h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property~~
194 ~~or the present use of the Property.~~

195 ~~i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~

196 ~~j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~

197 ~~k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~

198 ~~l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~

199 ~~m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~

200 ~~n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county~~
201 ~~shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland~~
202 ~~conditions and which is enforceable by the county.~~

203 ~~o. Encroachments, easements, other than recorded utility easements, access restrictions, covenants, conditions and restrictions, shared~~
204 ~~fences, walls, wells, driveways, signage or other shared usages, or leased parking.~~

205 ~~p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.~~

206 ~~q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or~~
207 ~~archeological artifacts on the Property.~~

208 ~~r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion charge or the payment~~
209 ~~of a use value conversion charge has been deferred.~~

210 ~~s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland~~
211 ~~preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat § 710.12), Conservation Reserve or~~
212 ~~comparable program.~~

213 ~~t. A pier is attached to the Property that is not in compliance with state or local pier regulations.~~

214 ~~u. Government investigation or private assessment/audit (of environmental matters) conducted.~~

215 ~~v. Other Defects affecting the Property.~~

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

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

226 (Definitions Continued on page 6)

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines
 289 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property,
 290 including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review
 291 of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with
 292 respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and
 293 (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human
 294 health or the environment including the National Priorities List, the Department of Natural Resources (DNR) Registry of Waste Disposal Sites,
 295 the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the
 296 Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall
 297 comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for
 298 Environmental Site Assessments"), and state and federal guidelines, as applicable and may include testing of the Property.

299 ~~CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or~~
 300 ~~groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a~~
 301 ~~Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation~~
 302 ~~alternatives) or other site evaluation at lines 109-116 or 277-286 or attach as an addendum per line 479.~~

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

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

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

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

318 **EARNEST MONEY**

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

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

323 ~~■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from~~
 324 ~~payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall~~
 325 ~~be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written~~
 326 ~~disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days~~
 327 ~~after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and~~
 328 ~~does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed~~
 329 ~~by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to~~
 330 ~~file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed~~
 331 ~~\$250, prior to disbursement.~~

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

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens
343 and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of
344 utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing
345 disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing
346 and Wisconsin Condominium Act, condominium declaration and plat and amendments thereto

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

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

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

355 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's"
356 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
357 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will
358 issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not
359 acceptable for closing (see lines 365-371).

360 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
361 commitment is delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank), showing title to the
362 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens
363 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

364 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
365 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
366 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
367 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
368 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer
369 does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence
370 acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

378 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
379 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
380 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to
381 also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental
382 laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a
383 significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and
384 extent of which Buyer had actual knowledge or written notice before signing the Offer.

385 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
386 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental
387 Site Assessment report to which Buyer objects (Notice of Defects).

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

389 ■ **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
390 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
391 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
392 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
393 Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a)
394 Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance ~~and request the earnest money as partial payment of the purchase price~~; or
 401 (2) terminate the Offer and: ~~(a) request the earnest money as liquidated damages, or (b) sue for actual damages, or both.~~

402 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

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

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

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

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

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

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent
451 upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further
452 contingent upon a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.)
454 which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow up
455 inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline
456 specified at line 461. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

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

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

465 **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
466 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
467 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
468 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
469 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
470 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

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

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

480 This Offer was drafted by [Licensee and Firm] _____

481 _____ on _____

482 Buyer Entity Name (if any): SEE RIDER FOR SIGNATURES

483 (X) _____
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer
488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): SEE RIDER FOR SIGNATURES

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

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

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

RIDER TO OFFER TO PURCHASE

1. This Rider is made a part of the attached WB-15 Commercial Offer to Purchase (the "Form") by and between the undersigned Buyer and the undersigned Seller. In the event of any conflict between the terms and conditions of this Rider and the other terms and conditions of the Form, the terms of this Rider shall control. The Form and this Rider are collectively referred to herein as the "Offer."
2. Seller is developing a condominium to be known as Fair Oaks Condominium (the "Condominium") on the property located at 134 S. Fair Oaks Avenue, in Madison, Wisconsin. The Condominium will consist of two units; namely, a residential unit known as "Unit One"; and a commercial space known as "Unit Two." Unit Two will consist of approximately 2,248 square feet of commercial space on the first floor of the Condominium. Unit One will consist of 80 residential apartment units. Unit One will be operated as a low-income housing project.
3. The Property under this Offer consists of Unit Two, Seller's undivided interest in the common elements and limited common elements appurtenant to Unit Two and all of the rights, interests, obligations and limitations as set forth in the condominium declaration and plat creating the Condominium and any amendments thereto.
4. Buyer acknowledges that the Condominium improvements have not yet been constructed. Seller shall be obligated to construct the Condominium improvements pursuant to the terms of this Offer. Attached hereto as Exhibit A is a design/development plan and outline specifications of the Condominium, which plans and specifications Buyer has approved. Seller shall not make any material changes to the approved plans and specifications for the exterior of the Condominium or Unit Two without the prior written consent of Buyer. A change shall be deemed material if it is a deviation from a specified type, size or specification of any parts or components used in connection with construction or if it decreases the quality or quantity of any specified parts or components. In the event Buyer requests any changes be made to the approved plans and specifications for Unit Two, Seller shall consider such requests or changes in good faith provided the changes do not increase costs or result in any delays.

Seller shall cause the construction of Unit Two to be completed on or before the date of closing in accordance with the terms of Section 7 below. Seller shall deliver to Buyer, on or before the date of closing, a temporary certificate of occupancy for Unit Two, listing conditions to issuance of permanent certificate, and an AIA G704 certification of substantial completion, duly executed by an architect, to include remaining punch list items and target completion of Unit Two.

5. Prior to Seller's execution and recordation thereof, Seller shall deliver to Buyer, for Buyer's review and approval, which shall not be unreasonably withheld, conditioned or delayed, drafts of the Condominium disclosure materials required by Wisconsin Statutes Section 703.33 including, without limitation, the condominium declaration (the "Declaration") and plat creating the Condominium and any amendments thereto, the

articles of incorporation, by-laws, rules and regulations of the Fair Oaks Condominium Association (the "Association") and the property management agreement (collectively, the "Condominium Documents").

6. Buyer shall pay to Seller, at closing, a purchase price (the "Purchase Price") for the Property in the amount of \$403,200.00. Buyer agrees and acknowledges that upon Seller's execution and recordation of the Declaration, it shall deposit into an escrow account (the "Escrow Account") the Purchase Price to be governed by the terms set forth in an escrow agreement, dated on or about the date hereof, by and among Buyer, Seller, and First American Title Insurance Company as escrow agent (the "Escrow Agent"). The Escrow Account shall be held by the Escrow Agent in the name of Buyer. Seller and Buyer agree and acknowledge that upon the Closing Date, the Escrow Agent shall be instructed to break escrow, providing the Purchase Price to Seller and providing the deed for Unit Two to Buyer.
7. This transaction shall be closed at Seller's attorneys' office on the date that is 30 days after the Completion Date (as defined below) of Unit Two, unless another date or place is agreed to in writing (such date, the "Closing Date"). The "Completion Date" shall be the date on which the architect for the Condominium delivers to the Seller a certificate of substantial completion confirming that Unit Two has been substantially completed in accordance with the approved plans and specifications for same. The Completion Date shall be achieved no later than July 1, 2020, subject to delays outside of Seller's control ("Excusable Delays"). Excusable Delays shall include, without limitation, delays resulting from labor disputes, fire and other casualties, unusual delays in delivery, acts of God and acts and omissions of Buyer and Buyer's consultants. In the event of any Excusable Delay, the time period for achieving the Completion Date shall automatically be extended by the amount of the Excusable Delay. In the event Seller does not achieve the Completion Date on or before November 1, 2020, as such date may be extended for Excusable Delays, Seller shall pay to Buyer, as liquidated damages and as Buyer's sole remedy, the amount of \$100 per day for each and every day thereafter until Seller achieves the Completion Date. The amount of any such liquidated damages shall be deducted from the Purchase Price at closing.
8. Buyer shall have the right, at its sole discretion, to terminate the Offer if at any point before the Completion Date, conditions exist such that Seller will be unable to complete construction of Unit 2. Upon termination of the Offer in accordance with this paragraph, Buyer shall be entitled to the return of all purchase funds from the Escrow Agent in accordance with the escrow agreement.
9. Buyer shall have the right to inspect the construction of the Condominium from time to time upon reasonable notice to Seller. Buyer shall use reasonable efforts to provide at least one day notice to Seller, but the notice may be provided the same day in the event Buyer cannot reasonably provide at least one day notice. Any inspection or observation by Buyer during construction shall not be considered acceptance of any portion of Unit Two not in conformance with the terms of this Offer; provided, however, that if Buyer observes that any portion of Unit Two is not being constructed

in accordance with the terms of this Offer, Buyer shall notify Seller thereof. Buyer shall not interfere with any construction activities being undertaken by Seller and shall comply with any safety procedures required by Seller or Seller's contractors in connection with any such inspections and/or access.

10. At closing, Seller shall assign to Buyer any and all warranties Seller obtains in connection with the construction of Unit Two. Seller shall cause the contractors to provide a warranty against defects for a period of one year after completion of Unit Two.
11. Seller shall pay real estate taxes for Unit Two in the taxable year of the Closing Date. After that time, Buyer shall be responsible for any real estate taxes with respect to Unit Two.
12. Copies of all Notices to Seller shall be delivered to Katherine R. Rist, Foley & Lardner LLP, 150 E. Gilman Street, Madison, Wisconsin 53703, Fax: 608-258-4258, Email: krist@foley.com.

In Witness Whereof, the parties hereto have executed this Commercial Offer to Purchase (including the Rider thereto) as of the _____ day of _____, 2018.

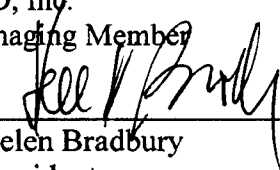
SELLER:

134 FAIR OAKS, LLC

By: SHD, Inc.

Its: Managing Member

BY: _____


Helen Bradbury
President

BUYER:

COUNTY OF DANE, WISCONSIN

BY: _____

ITS: _____

BY: _____

Sharene Smith,
Real Estate Coordinator

EXHIBIT A

Design/Development Plans & Specifications

FIRST AMERICAN TITLE INSURANCE COMPANY
National Commercial Services
25 W. Main St #400
Madison, WI 53703
Phone 608/204-7409 Fax 608/204-7414

Escrow Number: _____

Date: _____, 2018

STRICT JOINT ORDER ESCROW

THIS STRICT JOINT ORDER ESCROW is made as of the date first set forth above, by and among 134 FAIR OAKS, LLC (the "Seller") and COUNTY OF DANE, Wisconsin ("Buyer"). Purchaser and Seller are party to a WB-15 Commercial Offer to Purchase, and Rider to Commercial Offer to Purchase, dated as of _____, 2018 (the "Offer") pursuant to which Buyer is purchasing the Property described below.

Property Address: Unit 2, Fair Oaks Condominium
 Madison, Wisconsin

Deposit(s): \$403,200

Pursuant to the Offer, the amount of \$403,200 is hereby deposited with First American Title Insurance Company, as Escrowee ("ESCROWEE") into this Strict Joint Order Escrow ("Agreement") and shall be released and delivered by Escrowee only upon the joint written order of the undersigned or their respective legal representatives or assigns. Buyer and Seller shall direct the Escrowee in writing to release and deliver the deposits in accordance with the Offer.

ESCROWEE, is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or corporation, but said ESCROWEE is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said ESCROWEE obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said ESCROWEE is or may at any time become a party, unless the same is due to a breach by ESCROWEE of the terms of this Agreement, it shall be entitled to recover all costs, and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and the undersigned Purchaser and Seller jointly and severally agree to pay said ESCROWEE upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

In no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

ESCROWEE shall deposit the Escrow funds in a non-interest bearing escrow account with a federally insured institution. The parties hereto agree the ESCROWEE shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The ESCROWEE shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which the ESCROWEE may make of any deposits hereunder shall belong to the ESCROWEE. Notwithstanding anything to contrary, no investments shall be made except as shall comply with Wisconsin Stat. §66.0603 and Dane County Code of Ordinances §§ 26.72 - 26.77.

Seller shall pay the escrow fee of \$0.00 to be charged by ESCROWEE for its services under this Agreement.

BUYER:

COUNTY OF DANE, WISCONSIN

By: _____

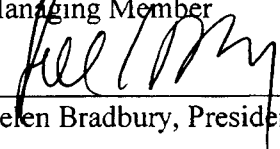
Address: 5201 Fen Oak Drive, Room 208
Madison, WI 53718
Attn: Sharene Smith
Email: smith.sharene@countyofdane.com

SELLER:

134 FAIR OAKS, LLC

By: SHD, Inc.

Its: Managing Member

By:  _____
Helen Bradbury, President

Address: Stone House Development
1010 E. Washington Avenue,
Suite 101
Madison, WI 53703
Attn: Rich Arnesen
Email: RArnesen@stonehousedevelopment.com

ACCEPTED:

First American Title Insurance Company

By: _____

National Commercial Services

Address: 25 W. Main Street, Suite 400
Madison, Wisconsin 53703
Email: pkatte@firstam.com