

**RIVERS EDGE PLAT
VACANT LAND OFFER TO PURCHASE**

This Offer to Purchase Contract (herein "Contract") is made between the Village of Kimberly (herein "Village") and the Buyer(s) identified below. This Contract is not binding on the Village until approved by the Village Board of Trustees at an open meeting of the Board.

1. The undersigned Buyer(s), _____, hereby offers to purchase the property known as Lot ____ of Rivers Edge Plat, a recorded subdivision plat in the Village of Kimberly, Outagamie County, Wisconsin.
2. The purchase price for the Lot shall be \$ _____.
3. The Buyer does hereby deposit with the Village earnest money in the amount of \$ _____ which will be applied to the purchase price at closing.
4. The balance of the purchase price shall be paid in cash at closing.
5. TIME IS OF THE ESSENCE AS TO POSSESSION, OCCUPANCY, AND DATE OF CLOSING.
6. The Buyer's obligation to conclude this transaction is conditioned upon consummation of the following:
 - a. Subject to financing. Commitment letter required in 20 days, and if not provided to Village, Village may terminate this Offer at its option in writing (terms):
Amount: _____
Interest: _____
Monthly Payment: _____
Length of Loan: _____
 - b. Sale of present home at address below, but Village may continue to market this property and home sale contingency shall be removed in writing on 72 hours' notice by Village to Buyer, or this Contract is terminated and Village may sell to another buyer:

7. Incorporated herein by reference are all of the plat covenants and restrictions as attached hereto as Exhibit "A".

8. Village shall be responsible for all costs of title insurance, and all costs applicable to surveying and platting the subdivision known as Rivers Edge Plat. In addition, the Village shall be liable for all sewer, water, and electrical services in public rights of way which will be available for service to the Lot. Buyer is responsible for all hook-up lines and hook-up services.
9. Buyer shall be responsible for securing any financing necessitated for the benefit of the Buyer.
10. Buyer shall be liable for all costs of concrete street construction including curb and gutter, concrete sidewalks and street paving. Such costs will be imposed by special assessments for these public improvements to which Buyer hereby consents and waives further right to notice and hearing.
11. Buyer hereby acknowledges receipt of the Rivers Edge Environmental Notice and Disclosure letter from the Village of Kimberly dated August 30, 2018.
12. Village upon payment of the full purchase price, shall convey the property by warranty deed, free and clear of all liens and encumbrances except municipal and zoning ordinances, setbacks located adjacent to side and rear lot lines, recorded building, and use restrictions and covenants.
13. Legal possession shall be given to the Buyer on the date of closing in exchange for payment of the purchase price.
14. It is understood and agreed that the property is now vacant.
15. All earnest money shall be applied towards the payment of the purchase price of this Offer if accepted by the Village on or before the _____ day of _____, _____; otherwise, earnest money shall be returned to the Buyer not later than the _____ day of _____, _____ and this Offer shall then be null and void.
16. If this offer is accepted by the Village, it shall not become binding upon the Buyer until a copy of the accepted Offer is deposited postage prepaid in the U.S. Post Office Depository, addressed to the Buyer at _____; or by personal delivery thereof.
17. This transaction shall close at the office of the Buyer's mortgage or at the office of the Village attorneys, Herrling, Clark Law Firm Ltd., 800 North Lynndale Drive, Appleton, WI 54914. The closing shall be on or before the _____ day of _____, _____, or at such other time or place as may be agreed in writing by Buyer and Village.

18. Village warrants and represents that Lots 1 thru 26, 28 thru 42 and 44 thru 48 are zoned single-family and Lots 27 and 43 are zoned Planned Unit Development.
19. Village warrants and represents to the Buyer that the property is not located in the floodplain
20. Village warrants and represents to the Buyer that Village has no notice or knowledge of any (a) planned or commenced public improvements which may results in special assessments or otherwise materially affect the property, other than concrete street, curb and gutter and sidewalk paving noted in 10 above; or (b) governmental agency or court order requiring repair, alteration, or correction of any existing condition.
21. The property is sold by warranty deed with the exceptions for covenants, easements and restrictions of record.
22. There will be no necessity for proration of real estate taxes as the property is now owned by the Village, and is exempt from real estate tax.
23. Village shall furnish and deliver to the Buyer for examination at least fifteen (15) days prior to the date of closing an owner's policy of title insurance in the amount of the full purchase price naming the Buyer as insured or as Buyer's interest may appear, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guarantee Village's title to be in the condition called for by this Contract, except for mortgages, judgements, or other liens that will be satisfied out of the proceeds of the sale. A commitment by such a title company agreeing to issue such a title policy upon the recording of the proper documents as agreed herein shall be deemed sufficient performance.
24. Should the Buyer fail to carry out this Contract, all money paid hereunder shall, at the option of the Village, be paid to or retained by the Village as liquidated damages.
25. Should the Village, be unable to carry out this Contract by reason of a valid defect in title which the Buyer is unwilling to waive, all money paid hereunder shall be returned by the Village to the Buyer forthwith and the contract shall be void.
26. Dated this ____ day of _____, 2018.

BUYER(S):

This Contract is hereby accepted and the warranties and representations made herein shall survive the closing of this transaction. The undersigned hereby agrees to sell and convey the above-described property on the terms and conditions as set forth herein.

Dated this _____ day of _____, _____

VILLAGE OF KIMBERLY:

By _____

Charles Kuen, Village President

By _____

Danielle Block, Administrator/Clerk

EARNEST MONEY RECEIPT

Earnest money in the amount of \$ _____ in the form of _____

is received from Buyer. Village hereby agrees to hold said earnest money in accordance with the terms and conditions of the above Offer.

Dated this _____ day of _____, _____

VILLAGE OF KIMBERLY:

By _____

Charles Kuen, Village President

By _____

Danielle Block, Administrator/Clerk