

**CONDITIONAL USE PERMIT (CUP) APPLICATION – Burnett County, WI**

FEE: \$300.00      CONDITIONAL USE #: CUP-20- 47      ZONING DISTRICT: A-2

PARCEL # (24 digits): see tax id's below

TAX ID #: 21257, 21259, 21258, 21253

RECEIVED STAMP (BELOW):



LAND SERVICES STAFF ONLY ABOVE THIS LINE

Applicant Complete All Sections Below This Line

Property Owner's Name: Johnson Enterprises PTSP Gregory & Elizabeth Johnson

Applicant's Name: North Camp Properties I, LLC

Applicant's Mailing Address: 3142 W Webb Lake Drive      Danbury      WI      54893  
City      State      Zip

Applicant's Telephone Number: 715-791-9015

Applicant's Email: bionicguy61@gmail.com

If staff has a question about this application, how do you prefer to be contacted? Check one below:

☐ Letter    ☐ Phone    ☒ Email

Legal Description: That prt NE-NW lyg S & E of State Rd 35, SE-NW, NE-SW, FR SW-NW

Lot #: \_\_\_\_\_ CSM Vol. \_\_\_\_\_ Pg. \_\_\_\_\_ OR

Lot #: \_\_\_\_\_ Block #: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_ OR

Gov't Lot #: \_\_\_\_\_ OR \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4

Section #: 07      Town #: 41      N Range #: 15      W      Town of: Swiss

*\*Attach additional page if needed for lengthy description OR attach a copy of the deed OR attach tax system property page.\**

Parcel # (24 digits): 07-032-2-41-15-07-2 01-000-011000, 07-032-2-41-15-07-2 04-000-011000  
07-032-2-41-15-07-3 01-000-011000, 07-032-2-41-15-07-2 03-000-011000

Tax ID # (1-5 digits): 21257, 21259, 21258, 21253

Lot Area: 6,839,356 ft<sup>2</sup> and 157.01 acres

Property Site Address #: 31423 Nelson Rd Danbury WI 54830

Anticipated Start Date: Nov 2020

Section # of the Ordinance this CUP is referencing: 30-172(1)(10)  
30-85(1)(3), 30-543, 45-386

I (applicant) hereby make application to the Land Use and Information Committee for a Conditional Use Permit (CUP) for the following:

We are seeking CUP for 180 seasonal RV sites

Storage sheds 12x14 and decks 12x14 on each finished site (maximum)

Split house and barn area 10 acres for restaurant / bar and event center

A plot plan drawing is required. Plot plan shall be drawn with a scale preferably at 1"=20' or multiples of 10', scale shall not exceed 1"=50', unless approval from Zoning Administrator for a different scale is allowed. Note the scale used on the drawing. Plot plan drawing shall be on letter or legal size paper with North being at the top of the page. *(Make sure all items below are shown):*

- ☐ Property lines, road right-of-ways, and road centerlines including distances to property lines, road right-of-ways and road centerlines for all existing and proposed structures on the parcel
- ☐ Show area to used for the proposed Conditional Use
- ☐ All existing uses on parcels adjacent to the parcel for this request
- ☐ All existing zoning districts on parcels adjacent to the parcel for this request
- ☐ Vegetation proposed to be removed or disturbed
- ☐ Ordinary High Water Mark (OHWM) and distances to it from all existing and proposed structures; must show all within 200 ft of structures
- ☐ Floodplain and wetland boundaries and distances to them from all existing and proposed structures; must show all within 200 ft of structures
- ☐ Dimensions, locations and setbacks of all existing and proposed structures including all decks/porches/walkways/etc; must show dimensions for ALL items
- ☐ Existing and proposed utilities and utility easements
- ☐ Sanitary system, drainfield and well with distances to property lines, OHWM, wetlands, floodplains, existing and proposed buildings
- ☐ Location and extent of filling/grading
- ☐ Location and type of erosion control measures
- ☐ Any other construction related to your project
- ☐ North arrow

**Provide names and addresses of all adjoining property owners.**

*\*Adjoiners are all parcels (including vacant parcels) that touch the applicants parcel, including those across the road and those that only touch at a common property corner. Address for the owner would be their mailing address (where they get their mail) in many cases, this may not be the site address. Attach additional sheets if necessary.*

~~Wild River Saddle Club c/o Sherri Holmberg 9646 County Rd D Webster WI 54893 Tax# 21813 & 21817~~

~~Marcus & Maria Nelson W6224 Bittersweet Dr Spooner WI 54801 Tax# 21266~~

~~Joanne Zillmer 5951 Old 35 Danbury WI 54830 Tax# 21251 & 21250~~

~~David & Susan Olson 6072 Old 35 Danbury WI 54830 Tax# 21240~~

✓ See attached list. J.T.

- Proposed building/structure locations must be staked prior to submitting this application to the Zoning Office. County staff will do an onsite visit to verify site conditions. If site is not staked upon County staff visit this application will be returned to the applicant. Returned application will result in the item being removed from the hearing agenda, and the submittal deadlines will restart.
- If all existing structures are not shown and dimensioned on the plot plan drawing the application will be returned to the applicant. Returned application will result in the item being removed from the hearing agenda and the submittal deadlines will restart.

I hereby make application to the Burnett County Land Use and Information Committee for a Conditional Use Permit (CUP). I certify that the information I have provided in this application (including any accompanying drawings and plans) is true and accurate. I agree to permit County officials charged with administering county ordinances or other authorized persons to have access to the above-described premises at any reasonable time for the purpose of inspection. I understand that the application fee is non-refundable regardless if the Conditional Use Permit (CUP) is approved or denied. I understand that the fee for this application is only for the Conditional Use Permit (CUP) application and if permits are required for the project that those will require separate fees. I understand that partial or incomplete applications will be returned to the applicant resulting in the application being removed from the hearing agenda, and the submittal deadlines will restart.

Signed   
(Applicant)

10-1-20  
(Date)

Signed \_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Date)

(If applicant and owner are different, then both need to sign the application.)



Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Tax ID		
DAVID & SUSAN OLSON	6072 OLD 35	DANBURY	WI	54830	X 21240	1	✓
DAVID & SUSAN OLSON	6072 OLD 35	DANBURY	WI	54830		21245	✓
JOANNE S ZILLMER	5951 OLD 35	DANBURY	WI	54830	X 21250	2	✓
JOANNE S ZILLMER	5951 OLD 35	DANBURY	WI	54830	X 21251		
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21253	
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21255	
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21257	
GREGORY C & ELIZABETH JOHNSON - Owner	31423 NELSON RD	DANBURY	WI	54830		21258	
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21259	
JOHNSON ENTERPRISES - Owner	31423 NELSON RD	DANBURY	WI	54830		21260	
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21261	
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21262	
MARCUS L & MARIA C NELSON JT REV TRUST	W6224 BITTERSWEET DR	SPOONER	WI	54801	X 21266	3	✓
DOUGLAS D MEASNER	558 MORGAN DR	NEW RICHMOND	WI	54017		21267	4 ✓
DAVID & SUSAN OLSON	6072 OLD 35	DANBURY	WI	54830		21809	
C/O SHERRI HOLMBERG WILD RIVERS SADDLE CLUB	9646 COUNTY RD D	WEBSTER	WI	54893	X 21813	5	✓
C/O SHERRI HOLMBERG WILD RIVERS SADDLE CLUB	9646 COUNTY RD D	WEBSTER	WI	54893	X 21817		
JOHNSON ENTERPRISES PTSP - Owner	31423 NELSON RD	DANBURY	WI	54830		21828	
MARTIN & KATHERINE K FORNENGO TRUST	5870 OLD 35	DANBURY	WI	54830		21246	6 ✓
DAVID & SUSAN OLSON	6072 OLD 35	DANBURY	WI	54830		21254	
DAVID & SUSAN OLSON	6072 OLD 35	DANBURY	WI	54830		21256	

x = listed on application CUP-20-47

✓ 7 - Town of Swiss Clerk

List of adjoining owners.

Notices mailed 10/9/20 J.T.  
Notices mailed 12/15/20 J.T.





# Real Estate Burnett County Property Listing

Today's Date: 10/2/2020

Property Status: Current

Created On: 3/28/2006 6:27:38 PM

## Description

Updated: 6/21/2019

Tax ID:	21259
PIN:	07-032-2-41-15-07-3 01-000-011000
Legacy PIN:	032520701900
Map ID:	
Municipality:	(032) TOWN OF SWISS
STR:	S07 T41N R15W
Description:	NE SW (MFL 12A CLOSED)
Recorded Acres:	38.700
Calculated Acres:	0.000
Lottery Claims:	0
First Dollar:	No
ESN:	

## Tax Districts

Updated: 3/28/2006

1	STATE
07	COUNTY
032	TOWN OF SWISS
076293	SCHL-WEBSTER
001700	TECH COLLEGE
079063	SWISS FIRE

## Recorded Documents

Updated: 3/28/2006

### CONVERSION

Date Recorded: 330517 7-9 459/74 521/552  
556/162

## Ownership

Updated: 6/15/2010

JOHNSON ENTERPRISES PTSP DANBURY WI

### Billing Address:

JOHNSON ENTERPRISES PTSP  
31423 NELSON RD  
DANBURY WI 54830

### Mailing Address:

JOHNSON ENTERPRISES PTSP  
31423 NELSON RD  
DANBURY WI 54830



Site Address \* indicates Private Road

N/A



Property Assessment

Updated: 4/9/2020

### 2020 Assessment Detail

Code	Acres	Land	Imp.
G4-AGRICULTURAL	8.700	1,400	0
G8-AGRICULTURAL	18.000	18,900	0
FOREST			
W8-MFL CLOSED - BEFORE	12.000	25,200	0
2005			

### 2-Year Comparison

	2019	2020	Change
Land:	45,700	45,500	-0.4%
Improved:	0	0	0.0%
Total:	45,700	45,500	-0.4%



Property History

N/A

Parcel 1 of 4 for CUP request

# Real Estate Burnett County Property Listing

Today's Date: 10/2/2020

Property Status: Current

Created On: 3/28/2006 6:27:38 PM

## Description

Updated: 6/23/2020

Tax ID:	21258
PIN:	07-032-2-41-15-07-2 04-000-011000
Legacy PIN:	032520701800
Map ID:	
Municipality:	(032) TOWN OF SWISS
STR:	S07 T41N R15W
Description:	SE NW
Recorded Acres:	39.600
Calculated Acres:	0.000
Lottery Claims:	1
First Dollar:	Yes
ESN:	

## Tax Districts

Updated: 3/28/2006

1	STATE
07	COUNTY
032	TOWN OF SWISS
076293	SCHL-WEBSTER
001700	TECH COLLEGE
079063	SWISS FIRE

## Recorded Documents

Updated: 3/28/2006

### QUIT CLAIM DEED

Date Recorded: 5/29/2020

46204

## Ownership

Updated: 6/23/2020

GREGORY C & ELIZABETH JOHNSON DANBURY WI

### Billing Address:

GREGORY C & ELIZABETH  
JOHNSON  
31423 NELSON RD  
DANBURY WI 54830

### Mailing Address:

GREGORY C & ELIZABETH  
JOHNSON  
31423 NELSON RD  
DANBURY WI 54830



### Site Address \* indicates Private Road

31423 NELSON RD DANBURY 54830



### Property Assessment

Updated: 4/9/2020

#### 2020 Assessment Detail

Code	Acres	Land	Imp.
G4-AGRICULTURAL	23.600	3,700	0
G7-OTHER	1.000	7,500	280,000
G8-AGRICULTURAL FOREST	15.000	15,800	0

#### 2-Year Comparison

	2019	2020	Change
Land:	27,100	27,000	-0.4%
Improved:	280,000	280,000	0.0%
Total:	307,100	307,000	-0.0%



### Property History

N/A

Parcel 2 of 4 for CUP request



# Real Estate Burnett County Property Listing

Today's Date: 10/2/2020

Property Status: Current

Created On: 3/28/2006 6:27:38 PM

## Description

Updated: 6/21/2019

Tax ID:	21253
PIN:	07-032-2-41-15-07-2 01-000-011000
Legacy PIN:	032520701500
Map ID:	
Municipality:	(032) TOWN OF SWISS
STR:	S07 T41N R15W
Description:	THAT PRT NE NW LYG S & E OF STATE RD 35 (MFL 18A CLOSED)
Recorded Acres:	33.600
Calculated Acres:	0.000
Lottery Claims:	0
First Dollar:	No
ESN:	

## Tax Districts

Updated: 3/28/2006

1	STATE
07	COUNTY
032	TOWN OF SWISS
076293	SCHL-WEBSTER
001700	TECH COLLEGE
079063	SWISS FIRE

## Recorded Documents

Updated: 3/28/2006

### CONVERSION

Date Recorded: 330517 7-5 459/74 521/552  
556/162

## Ownership

Updated: 6/15/2010

JOHNSON ENTERPRISES PTSP DANBURY WI

### Billing Address:

JOHNSON ENTERPRISES PTSP  
31423 NELSON RD  
DANBURY WI 54830

### Mailing Address:

JOHNSON ENTERPRISES PTSP  
31423 NELSON RD  
DANBURY WI 54830



Site Address \* indicates Private Road

N/A



## Property Assessment

Updated: 4/9/2020

### 2020 Assessment Detail

Code	Acres	Land	Imp.
G4-AGRICULTURAL	15.600	2,500	0
W8-MFL CLOSED - BEFORE 2005	18.000	37,800	0

### 2-Year Comparison

	2019	2020	Change
Land:	40,500	40,300	-0.5%
Improved:	0	0	0.0%
Total:	40,500	40,300	-0.5%



## Property History

N/A

Parcel 3 of 4 for CUP request

# Real Estate Burnett County Property Listing

Today's Date: 10/2/2020

Property Status: Current

Created On: 3/28/2006 6:27:38 PM

## Description Updated: 6/15/2010

Tax ID:	21257
PIN:	07-032-2-41-15-07-2 03-000-011000
Legacy PIN:	032520701700
Map ID:	
Municipality:	(032) TOWN OF SWISS
STR:	S07 T41N R15W
Description:	FR SW NW (MFL 15A CLOSED)
Recorded Acres:	45.110
Calculated Acres:	0.000
Lottery Claims:	0
First Dollar:	No
ESN:	

## Tax Districts Updated: 3/28/2006

1	STATE
07	COUNTY
032	TOWN OF SWISS
076293	SCHL-WEBSTER
001700	TECH COLLEGE
079063	SWISS FIRE

## Recorded Documents Updated: 3/28/2006

### CONVERSION

Date Recorded: 330517 7-7 459/74 521/552  
556/162

## Ownership Updated: 6/15/2010

JOHNSON ENTERPRISES PTSP DANBURY WI

<b>Billing Address:</b>	<b>Mailing Address:</b>
JOHNSON ENTERPRISES PTSP	JOHNSON ENTERPRISES PTSP
31423 NELSON RD	31423 NELSON RD
DANBURY WI 54830	DANBURY WI 54830

## Site Address \* indicates Private Road

N/A

## Property Assessment Updated: 7/28/2011

### 2020 Assessment Detail

Code	Acres	Land	Imp.
G4-AGRICULTURAL	30.110	4,700	0
W8-MFL CLOSED - BEFORE 2005	15.000	31,500	0

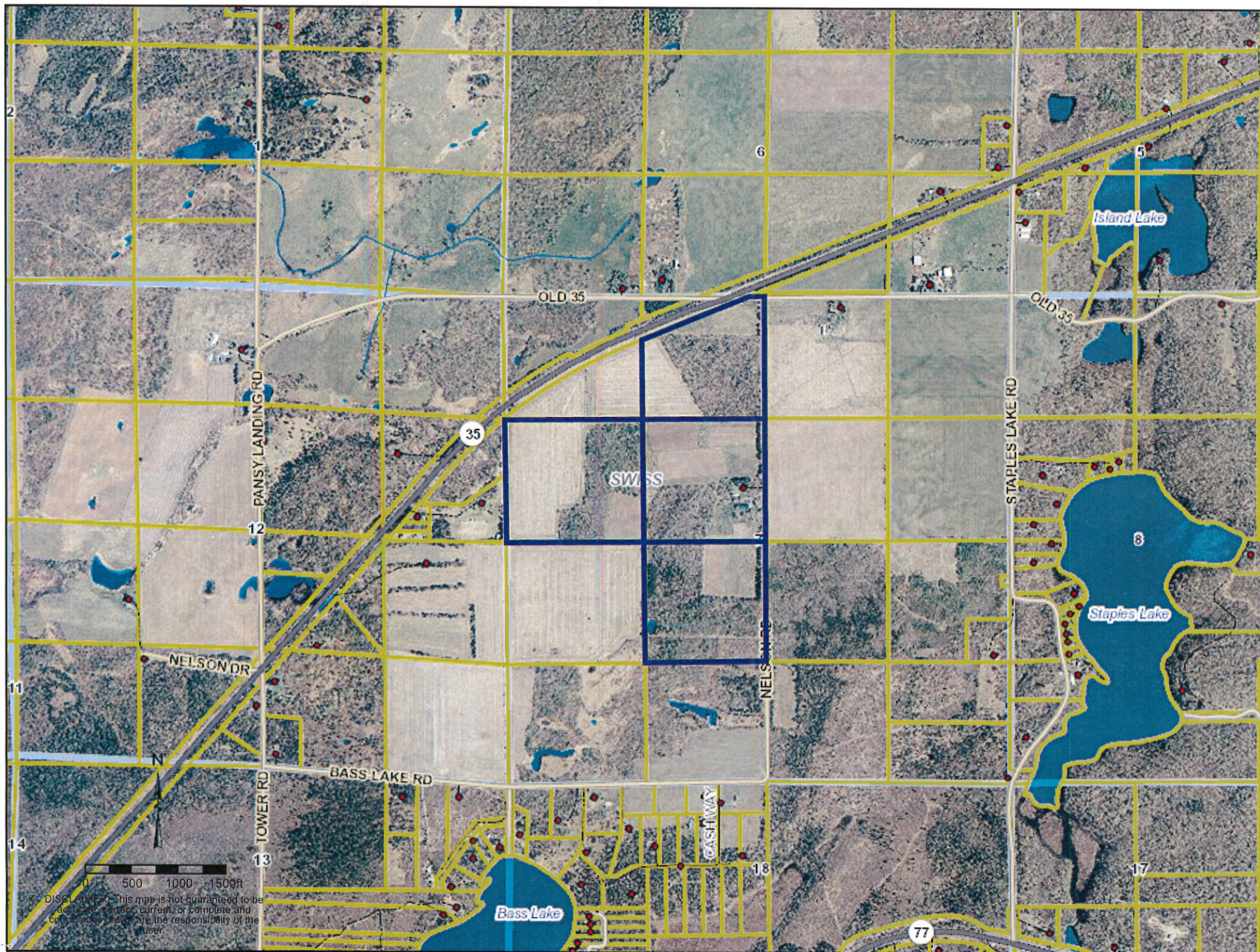
2-Year Comparison	2019	2020	Change
Land:	36,200	36,200	0.0%
Improved:	0	0	0.0%
Total:	36,200	36,200	0.0%

## Property History

N/A

Parcel 4 of 4 for CUP request

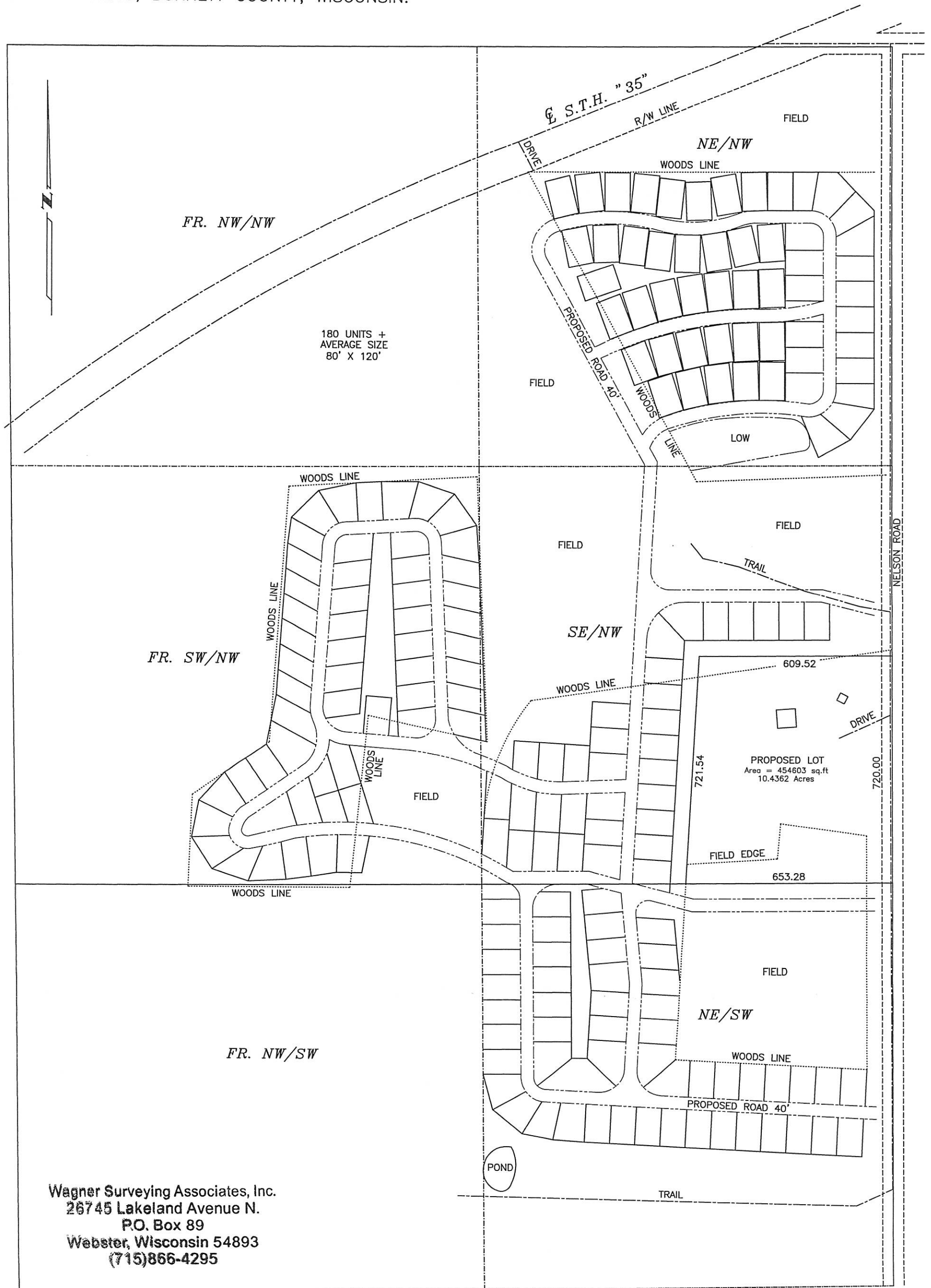






# CONCEPT SITE PLAN: FOR NORTH CAMP NELSON ROAD CAMPGROUND

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 15 WEST, TOWN OF SWISS, BURNETT COUNTY, WISCONSIN.



Wagner Surveying Associates, Inc.  
26745 Lakeland Avenue N.  
P.O. Box 89  
Webster, Wisconsin 54893  
(715)866-4295



CONCEPT SITE PLAN:  
FOR NORTH CAMP NELSON ROAD CAMPGROUND

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 15 WEST, TOWN OF SWISS, BURNETT COUNTY, WISCONSIN.





Individual

WB-12 FARM OFFER TO PURCHASE

Member

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON July 17, 2020 [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, North Camp Properties, LLC

4

5 offers to purchase the Property known as (Street Address) Greg and Liz Johnson Farm, 31423 Nelson Road,

6 Danbury, WI 54830 in the Town

7 of Swiss, County of Burnett, Wisconsin (Insert additional description,

8 if any, at lines 453-459 or 533-541 or attach as an addendum per line 532), on the following terms:

9 ■ **PURCHASE PRICE:** [REDACTED] Dollars (\$[REDACTED]).

10

11 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ [REDACTED]

12 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

13

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

15 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded

16 at lines 18-19, and the following additional items: all appliances

17

18 ■ **NOT INCLUDED IN PURCHASE PRICE:**

19

20 **CAUTION:** Identify Fixtures that are on the Property (see lines 365-373) to be excluded by Seller or which are rented and will continue to be owned

21 by the lessor.

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

23 part of the purchase price unless otherwise agreed.

24 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

25 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance

26 provide adequate time for both binding acceptance and performance.

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

28 \_\_\_\_\_ Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

30 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (□) ARE PART OF THIS OFFER ONLY IF THE BOX IS

31 MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

32 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be

33 effective only when accomplished by one of the methods specified at lines 34-50.

34 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 35 or 36.

35 Seller's recipient for delivery (optional): Greg Johnson, 31423 Nelson Road, Danbury, WI 54830

36 Buyer's recipient for delivery (optional): Steve Austin, 3142 W Webb Lake Dr., Webb Lake, WI 54830

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

38 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

39 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed

40 either to the Party, or to the Party's recipient for delivery if named at line 35 or 36, for delivery to the Party's delivery address at line 43 or 44.

41 (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 recipient for

42 delivery if named at lines 35 or 36, for delivery to the Party's delivery address at line 43 or 44.

43 Delivery address for Seller: \_\_\_\_\_

44 Delivery address for Buyer: \_\_\_\_\_

45 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 49 or 50. If this is a consumer

46 transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing

47 an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as

48 required by federal law.

49 E-Mail address for Seller (optional): \_\_\_\_\_

50 E-Mail address for Buyer (optional): \_\_\_\_\_

51 ■ **ZONING:** Seller represents that the Property is zoned: \_\_\_\_\_

52 **ZONING CLASSIFICATION CONFIRMATION:** The Offer is contingent upon Buyer obtaining verification, at Buyer's expense, from applicable municipal

53 or county officials confirming (that the Property is zoned \_\_\_\_\_)

54 \_\_\_\_\_) (that the Property's zoning allows the following use: \_\_\_\_\_)

55 \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE** If Buyer is unable to obtain said verification within \_\_\_\_\_ days of

56 acceptance, Buyer may, at Buyer's option, terminate this Offer by delivering written notice to Seller, accompanied by a copy of the verification unacceptable to

57 Buyer, no later than \_\_\_\_\_ days after acceptance. If Buyer fails to terminate the Offer within the time provided, this contingency shall be deemed satisfied.



58 **CLOSING** This transaction is to be closed no later than June 1, 2021

59 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

62  
63 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

64 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  
65 based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

66 ☒ 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  
67 taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

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

69 ☐ 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,  
70 multiplied by current mill rate (current means as of the date of closing)

71 ☐

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

75 ☐ 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  
76 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  
77 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 this  
78 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.

79 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 453-459 or 533-541  
80 or in an addendum per line 532. Occupancy shall be given subject to tenant's rights, if any.

81 **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  
82 security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

83 \_\_\_\_\_ Insert additional terms, if any, at lines 453-459 or 533-541 or attach as an addendum per line 532.

84 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of crops (see lines 18-23 and 365-377), consider an**  
85 **agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and rights to unharvested crops, farm operations,**  
86 **government programs and responsibility for clearing the Property of personal property and debris, etc.**

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

90 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all federal, state, county, and  
91 local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the  
92 Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed  
93 Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties,  
94 fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to  
95 Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer  
96 based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

97 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer**  
98 **agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are**  
99 **imposed because the program is not continued after sale. The Parties agree this provision survives closing.**

100 ☒ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue  
101 after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing  
102 and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
103 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and  
104 pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry  
105 monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use,  
106 may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties.  
107 For more information call the local DNR forester or visit <http://www.dnr.state.wi.us/>.

108 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions  
109 Affecting the Property or Transaction (lines 144-162 and 242-281) other than those identified in Seller's Real Estate Condition Report dated  
110 \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by

111 reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and A will be prepared by Seller within 14 days of acceptance.

112 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

113 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide Buyers with a Real Estate  
114 Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales  
115 by certain court-appointed fiduciaries (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis.  
116 Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale  
117 . . ., to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may,

within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the Report form or consult with an attorney for additional information regarding rescission rights.

**FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

**CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

**USE-VALUE ASSESSMENTS:** The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

**FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a substantial conversion fee. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://datcp.wi.gov/> for more information.

**CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from a CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

**SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

#### **DEFINITIONS**

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

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

- a. Defects in the roof.
- b. Defects in the electrical system.
- c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- e. Defects in the well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns not closed/abandoned according to applicable regulations.
- f. Property is served by a joint well.
- g. Defects in the septic system or other sanitary disposal system, including an out-of-service system not closed/abandoned according to applicable regulations.
- h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law, may have to register the tanks with the Department of Safety and Professional Services at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Safety and Professional Services may require the closure or removal of unused tanks).
- i. An "LP" tank on the Property. (Specify in the additional information whether the tank is owned or leased).
- j. Defects in the basement or foundation (including cracks, seepage and bulges) or flooding, extreme dampness or wet walls; unsafe concentrations of mold or Defects in drain tiling or sump pumps.
- k. Property is located in a floodplain, wetland or shoreland zoning area.
- l. Defects in the structure of the Property.
- m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.

(Definitions Continued on page 5)

**INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing 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 defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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



176 ☐ **WELL WATER CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_ days (after acceptance) (prior to closing)  
177 **STRIKE ONE** ("prior to closing" if neither is stricken), a current report from a state-certified or other independent qualified lab that indicates that the well(s) is/are  
178 supplying water that is within the levels established by federal or state laws regulating public water systems for safe human consumption, relative to the  
179 following substances: bacteria (total Coliform/E.coli) and \_\_\_\_\_

180 \_\_\_\_\_ (Note: if desired, insert other substances that may affect drinking water safety such as: nitrate,  
181 pesticides, atrazine, lead, arsenic, herbicides, etc. See DNR Web site at <http://www.dnr.state.wi.us/org/water/dwg/priwellp.htm>). (Buyer) (Seller) **STRIKE ONE**  
182 ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All water samples used for testing shall be taken by a licensed  
183 plumber or other independent, qualified person. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See lines 229-240  
184 regarding contingency satisfaction and the right to cure.

185 **CAUTION:** If material, address water quantity requirements and aesthetic standards in a separate contingency at lines 453-459 or 533-541 or attach  
186 as an addendum per line 532.

187 ☐ **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_ days (after acceptance)  
188 (prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written report from a licensed well driller or a licensed pump installer competent  
189 to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the (code in effect at time of installation) (current code) **STRIKE**  
190 **ONE** ("code in effect at time of installation" if neither is stricken) and are not disapproved for current use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is  
191 stricken) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to  
192 cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

193 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving,  
194 no later than \_\_\_\_\_ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), current written report(s) from a county  
195 code administrator, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS  
196 inspector, certified septage operator or a certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed, is  
197 not disapproved for current use, is hydraulically functional and maintains vertical separation from limiting conditions such as groundwater and bedrock per  
198 current code. If required by the inspector, the POWTS is to be pumped at time of inspection, at Seller's expense. (Buyer) (Seller) **STRIKE ONE** ("Seller" if  
199 neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have  
200 the right to cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

201 **NOTE:** Different professionals may be needed to inspect different system components.

202 **CAUTION:** Buyer is aware that POWTS are regulated by state and county agencies. Additional inspection(s)/testing and ongoing maintenance  
203 programs may be required upon transfer of the Property. A failing inspection or test may result in a new system being required. Buyer is advised  
204 to check with the county and local municipality for additional POWTS requirements.

205 ☒ **ENVIRONMENTAL SITE ASSESSMENT:** This Offer is contingent upon Buyer receiving, no later than 180 days (after acceptance)  
206 (prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a written Environmental Site Assessment of the Property (see lines 354-364) prepared by  
207 a qualified independent environmental consultant of Buyer's choice, at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken) which  
208 discloses no defects. For purposes of this contingency, a defect is defined as a material violation of environmental laws, a material contingent liability affecting  
209 the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the  
210 Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Seller (shall) (shall not) **STRIKE ONE**  
211 ("shall" if neither is stricken) have the right to cure the Defects. See lines 229-240 regarding contingency satisfaction and the right to cure.

212 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 164-175). This Offer is contingent upon qualified  
213 independent inspectors or independent qualified third parties conducting inspection(s) of the Property, and \_\_\_\_\_

214 \_\_\_\_\_ (list any Property components, mechanical systems, Fixtures, etc.,  
215 to be separately inspected) and providing Buyer with a current written report no later than \_\_\_\_\_ days (after acceptance) (prior to closing) **STRIKE ONE**  
216 ("prior to closing" if neither is stricken), which discloses no Defects as defined at lines 223-228. Buyer shall order the inspection(s) and be responsible for all  
217 costs. Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to  
218 the deadline at line 215. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party. Seller (shall) (shall not)  
219 **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. See lines 229-240 regarding contingency satisfaction and the right to cure.

220 **CAUTION:** Buyer should provide sufficient time for each initial and follow-up inspection.

221 These inspections may include, but are not limited to the structure and mechanical systems of all improvements, all operating equipment for both business and  
222 personal use (if included in purchase price), and any environmental conditions on or affecting the Property.

223 For purposes of this contingency only, a Defect means: (a) a structural, mechanical or other condition or determination that: (1) would have a significant  
224 adverse effect on the value of the Property including the operating equipment being purchased as part of the Property; (2) would pose a significant adverse  
225 effect on the health or safety of future occupants or persons working on the Property; or (3) would significantly shorten or have a significant adverse effect on  
226 the normal life of the Property or a component of it if not repaired, removed or replaced; or (b) contamination from the use, storage or disposal of hazardous or  
227 toxic substances on the Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge  
228 or written notice before signing this Offer.

229 **■ CONTINGENCY SATISFACTION:** Each contingency selected above (well water, well system, POWTS, Environmental Site Assessment, or inspection)  
230 shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the applicable water, well, POWTS, Environmental Site  
231 Assessment or inspection report(s); or (2) the deadline for delivery of said report(s), delivers to Seller a copy of the report(s) and a written notice stating why the  
232 report(s) do(es) not satisfy the applicable standard set forth in the contingency(ies) selected.

233 **NOTE:** (2) is not applicable when Seller is providing report(s).



234 ■ **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering to Buyer a written notice of Seller's election to cure  
 235 within 10 days of Buyer's delivery of Buyer's notice; (2) curing the Defects in a good and workmanlike manner which satisfies the standard set forth in the  
 236 above-selected contingency; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if  
 237 Buyer makes timely delivery of the above notice and report(s) and: (1) Seller does not have the right to cure or (2) Seller has a right to cure but: (a) Seller  
 238 delivers notice that Seller will not cure or (b) Seller does not timely deliver the notice of election to cure. A POWTS Defect may be cured only by repairing the  
 239 current POWTS or by replacing the current POWTS with the same type of system which meets the standard stated above, unless otherwise agreed to by the  
 240 Parties in writing.

241 **DEFINITIONS CONTINUED FROM PAGE 3**

- 242 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) or noncompliance with fence laws (see Wis. Stat. Ch. 90).
- 243 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead or arsenic in soil, lead in  
 244 water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property. **NOTE: Specific federal lead paint disclosure**  
 245 **requirements must be complied with in the sale of most residential properties built before 1978.**
- 246 p. Presence of asbestos or asbestos-containing materials on the Property.
- 247 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
- 248 r. Dumpsites on the Property where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of  
 249 in violation of manufacturer's or government guidelines or other laws regulating said disposal.
- 250 s. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
- 251 t. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the Property or a violation of applicable  
 252 state or local smoke detector laws. **NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating**  
 253 **carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 and 101.647).**
- 254 u. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
- 255 v. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 256 w. Notice of property tax increases, other than normal annual increases, or a pending property reassessment.
- 257 x. Remodeling that may increase the Property's assessed value.
- 258 y. Proposed or pending special assessments.
- 259 z. Property is located within a special purpose district, such as a drainage district, lake district or sanitary district, that has the authority to impose  
 260 assessments against the real property located within the district.
- 261 aa. Proposed construction of a public project that may affect the use of the Property.
- 262 bb. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, conservation easements,  
 263 restrictive covenants, rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 264 cc. Other defects affecting the Property including, without limitation: lack of legal access; any land division involving the Property for which required state or  
 265 local permits had not been obtained; livestock siting violations (Wis. Admin. Code Ch. ATCP 51); existing or abandoned manure storage facilities;  
 266 production of methamphetamine (meth) or other hazardous chemicals on the Property; significant odor, noise, water diversion or other irritants emanating  
 267 from neighboring property; or high voltage electric (100 kv or greater) or steel natural gas transmission lines located on but not directly serving the  
 268 Property.
- 269 dd. A portion of the Property being subject to, enrolled in or in violation of a farmland preservation agreement or a Forest Crop, Managed Forest (see  
 270 disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program (see lines 100-107 and 131-134).
- 271 ee. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock  
 272 on the Property or neighboring properties.
- 273 ff. Presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture  
 274 intrusions or conditions that might initiate the growth of unsafe levels of mold.
- 275 gg. A structure on the Property is designated as a historic building or part of the Property is in a historic district.
- 276 hh. 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 of a use-  
 277 value conversion charge has been deferred (see lines 124-127).
- 278 ii. Property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement (see lines 128-130).
- 279 jj. Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or  
 280 maintain certain measures related to shoreland conditions, enforceable by the county.
- 281 kk. A pier attached to the Property is not in compliance with state or local pier regulations.
- 282 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and  
 283 by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude  
 284 Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does  
 285 not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such  
 286 as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the  
 287 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- 288 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or  
 289 safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of  
 290 the premises.

291 (Definitions Continued on page 7)