



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

MEETING NOTICE AND AGENDA
Community Development Authority
January 12, 2015 at 4:00 pm
The Forum
Beloit City Hall, First Floor
100 State Street

1. Call to Order and Roll Call
2. Citizen Participation
3. Review and Consideration of Resolution 2015-01, Accepting an Offer to Purchase for 326 St. Lawrence Avenue (Christensen)
4. Adjournment

*If you are unable to attend this meeting, notify Ann Purifoy in the Housing Authority Office at 364-8740 **no later than 4:00 PM the day before the meeting.***

Notice Mailed: January 9, 2015

Approved: Julie Christensen, Ex. Director

** Please note that upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.



REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 3

TOPIC: Resolution 2015-01 - Accepting an Offer to Purchase 326 St. Lawrence Avenue

REQUESTED ACTION: Approval of Resolution 2015-01

PRESENTER: Julie Christensen

STAFF REPORT:

In 2004, the City of Beloit purchased 326 St. Lawrence Avenue from Bill Wieland for \$19,000 with the intent to rehab the property under the Neighborhood Development Initiative. It was transferred to the CDA in 2005 for this purpose. The Neighborhood Development Initiative was a City-funded program which ultimately ended due to lack of additional funds. At the time the program ended, this house had not yet been rehabbed. After trying to sell it as is for a number of years, we decided to try to rehab it with HOME funds we had available.

This property was in terrible condition when we purchased it. The house was a duplex and had been sitting vacant for a considerable period of time and had lost its ability to be used as a duplex. We have converted the property from a duplex to a single family house. Prior to rehabbing the house, consideration was given to demolition of the structure, but since it is an historic structure, this was not a viable option.

The CDA has spent \$188,455 in rehabilitation costs, including new kitchen appliances, new garage and landscaping. This house has been on the market since February 2014. The list price for the house is \$64,900. The offer being presented today is for \$60,000. There are no unusual contingencies, and the closing is scheduled for no later than January 30, 2015. Please see attached offer and counter-offer.

The new HOME rules require sale within 6 months of the property being completed. This house was completed in July 2014, so we are coming up on our 6-month deadline. If we don't sell the property, we will either need to rent it or put additional funds into the house to improve the marketability.

Staff has accepted the original offer, with the contingency of approval by CDA and the typical contingencies related to the HOME funding.

STAFF RECOMENDATION:

City staff recommends that the Community Development Authority approve Resolution 2015-01.

ATTACHMENTS:

Counter Offer, Residential Offer to Purchase, and Resolution 2015-01

RESOLUTION 2015-01
ACCEPTING AN OFFER TO PURCHASE FOR 326 ST LAWRENCE AVENUE

WHEREAS, the Community Development Authority is the owner of 326 St. Lawrence Avenue; and

WHEREAS, the property at 326 St. Lawrence Avenue has been renovated and is ready for resale; and

WHEREAS, the Community Development Authority has received the attached offer to purchase for the property and responded with a counter offer which was accepted by the proposed buyer.

NOW THEREFORE BE IT RESOLVED, that the Community Development Authority accepts the attached counter offer and authorizes the Executive Director to execute all documents related to this transaction.

Adopted this 12th day of September, 2015

Thomas M. Johnson, Chairman
Community Development Authority

ATTEST:

Julie Christensen, Executive Director

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 01/02/2015 and signed by Buyer Eugene G. Kolodzinski III,
2 for purchase of real estate at 326 St. Lawrence Avenue, Beloit, WI 53511
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
5 any other Counter-Offer unless incorporated by reference.]

6 The following contingencies are clarified:

7 1.) The buyer is required to complete 8 (eight) hours of homebuyer education before
8 closing through Neighborhood Housing Services.

10 2.) The buyer household income must be less than 80% county median income.

12 3.) There is a 15 year deed restriction requiring buyers to use the property as their
13 principal residence. If they sell the property during that timeframe, the subsequent
14 buyer is subject to both the income restrictions stated in #2, and using the property as
15 buyer's principal residence for the balance of the 15 year restriction.

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before January 13, 2015 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as
36 provided at lines 31-34.

37 This Counter-Offer was drafted by Vicki Jentoft-Johnson, C21 Affiliated on 01/08/2015
38 Licensee and Firm ▲ Date ▲

39 Jule Christensen 1/8/15
40 Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name ▶ CDA of the City of Beloit

Signature of Party Making Counter-Offer ▲ Date ▲
Print name ▶

42 Eugene G. Kolodzinski III 1/8/15
43 Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name ▶

Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶

45 This Counter-Offer was presented by Vicki Jentoft-Johnson, C21 Affiliated on 1/8/2015
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

48 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
49 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer
50 by specifying the number of the provision or the lines containing the provision. In transactions involving more than
51 one Counter-Offer, the Counter-Offer referred to should be clearly specified.

52 NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

Estimated Seller's Proceeds

326 St. Lawrence Avenue

Property Address Beloit, WI 53511 Date January 2, 2015

Prepared For CDA of the City of Beloit

Sales Consultant Vicki Jentoft-Johnson, C-21 Affiliated

SELLING PRICE \$60,000.00
ENCUMBRANCES

First Mortgage		
Second Mortgage/Equity Loan		
Total Encumbrances		

ESTIMATED SELLING COSTS

<u>Transfer Tax</u> (Fee is \$3 per thousand)	
<u>Real Estate Taxes, Current Year Proration</u>	
<u>Real Estate Taxes, Any Due From Prior Year</u>	
<u>Special Assessments</u>	
*special assessment search	
<u>Title Insurance</u>	\$635.00
<u>Recording Costs</u>	\$60.00
<u>Attorney Fee</u> (Deed and/or Other)	
<u>Brokerage Fee To Selling Company</u> (Compensation to Company Bringing the offer could vary somewhat if Buyer Brokerage)	\$1,500.00
<u>Brokerage Fee to Marketing Company</u> (to pay for advertising, printing, yard and directional signs, flyers, local and long distance phone calls, multiple listing services, computer equipment and time, personnel, promotions, public open houses, coordination with other firms, mailings; preparation, postage, print media, lock box fees, communication systems and websites)	\$1,500.00
<u>Seller to Pay on Behalf of Buyer</u>	
<u>UHP Home Warranty Policy</u>	\$425
<u>Mortgage Payment</u> (one Month for interest in Arrears)	
<u>Repairs</u>	
<u>Title Company Transaction Fee</u>	\$100.00
<u>Final sewer/water bill</u>	\$100.00
Total Estimated Known Selling Costs*	\$4,320.00

ESTIMATED NET CASH PROCEEDS \$55,680.00

Seller's Proceeds estimated herein are based in part on information supplied by the seller. It is assumed that encumbrances are not in arrears. One or more on the costs and encumbrances may vary from those shown above. Therefore, these figures and proceeds are estimates only and are not guaranteed by Century 21 Affiliated or its licensees. *Additional prorations will be calculated on the closing statement.

I have read the above and acknowledge a copy of this form.

Seller *Julie Christensen* Date 1/8/15
 CDA of the City of Beloit

Seller _____ Date _____

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON January 2, 2015 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) ~~(AGENT OF BUYER AND SELLER)~~ **[STRIKE THOSE NOT APPLICABLE]**
3 **GENERAL PROVISIONS** The Buyer, Eugene G. Kolodzinski III
4 _____, offers to purchase the Property known as [Street Address] 326 St. Lawrence Avenue
5 _____ in the _____ City
6 of Beloit, County of Rock Wisconsin (Insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ PURCHASE PRICE: Sixty Thousand
9 _____ Dollars (\$ 60,000.00),
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 500.00
11 will be mailed, or commercially or personally delivered within 7 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
15 the date of this Offer not excluded at lines 17-18, and the following additional items: stove, refrigerator,
16 dishwasher, microwave, garage door opener
17 ■ NOT INCLUDED IN PURCHASE PRICE: seller's personal property
18 _____
19 CAUTION: Identify fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.
21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before January 9, 2015. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (608) 365-6172 Buyer: (608) 365-6172
42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): vickijj@c21affiliated or vickijj@c21@aol.com
54 E-Mail address for Buyer (optional): vickijj@c21affiliated or vickijj@c21@aol.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.
- 115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than January 30, 2015
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

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

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

130
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

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

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

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

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

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated February 20, 2014, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
163 _____

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

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Subject to final approval of the CDA of the City of
166 Beloit. This is a cash offer. There will be a deed restriction on the property requiring
167 home ownership of 10 to 15 years. The property can be sold to another home owner during
168 that time. The buyer has enrolled in the NHS home buyer's education program and will
169 complete the program by closing.

170 _____
171 Kitchen cabinets to remain as is and not be changed out.

172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

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

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

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

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

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

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

217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

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

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

229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
231 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.

243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.

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

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

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

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 284 damages.

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

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

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

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

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

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

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

304 **NA** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308

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

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

318 **TIME IS OF THE ESSENCE** "Time Is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____
321

322 _____
323 _____ . If "Time Is of the Essence" applies to a date or
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
325 **TITLE EVIDENCE**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332 _____
333 _____
334 _____

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

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

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

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

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

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

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

421 This contingency shall be deemed satisfied unless Buyer, within 15 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

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

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

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

434 **ADDENDA:** The attached _____ A, D & S _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

443 This Offer was drafted by [Licensee and Firm] Vicki Jantoft-Johnson, Century 21 Affiliated

444 _____ on January 2, 2015

445 (x) Eugene G. Kolodzinski III January 2, 2015
446 Buyer's Signature ▲ Print Name Here ▶ Eugene G. Kolodzinski III Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

450 _____ Broker (By) _____

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

455 (x) _____
456 Seller's Signature ▲ Print Name Here ▶ CDA of the City of Beloit Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ▶ Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] Vicki Jantoft-Johnson
460 Century 21 Affiliated on Jan. 2, 2015 at 11:20 (a.m./p.m.)

461 This Offer is rejected _____ This Offer is countered [See attached counter] OC 1/2/15
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A TO THE OFFER TO PURCHASE
MISCELLANEOUS CONTINGENCIES**

This addendum prepared by CENTURY 21 Affiliated 2/12.

Addendum attached to and made part of the Offer to Purchase dated January 2, 2015, made by the Buyer(s), Eugene G. Kolodzinski III, with respect to the property at 326 St. Lawrence Avenue, Beloit, WI 53511.

Unless otherwise stated, if any contingency is not removed or fulfilled, this contract will be terminated.

THE PROVISIONS SET FORTH BELOW ARE A PART OF THIS ADDENDUM IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS ADDENDUM IF MARKED N/A OR ARE LEFT BLANK.

OPTIONAL CONTINGENCIES

1. **ADDITIONAL ADDENDUMS:** The additional checked addendums are part of this Offer.

Affiliated Addendums: <input type="checkbox"/> BB Buyer Broker <input type="checkbox"/> FHA/WHEDA <input type="checkbox"/> L Seller Addendum <input type="checkbox"/> N New Construction <input checked="" type="checkbox"/> Other: <u>D</u> <input type="checkbox"/> Other: _____	WRA Addendums <input type="checkbox"/> Land Contract <input type="checkbox"/> O Occupancy <input type="checkbox"/> R Rental <input checked="" type="checkbox"/> S Lead Based Paint <input type="checkbox"/> SSO Short Sale <input type="checkbox"/> W Wetlands
--	--

NOTE: IF BOTH THIS AND THE "ADDENDA" PORTION THE OFFER TO PURCHASE ARE COMPLETED THIS CONTINGENCY PREVAILS.
2. **EMAIL DELIVERY:** Parties agree that electronic delivery is an option and to execute the necessary *consent* and *delivery* forms.
3. **ATTORNEY APPROVAL:** Parties to this transaction can obtain legal approval of this contract. If no written objection to this contract is made within five days of acceptance, this contingency is satisfied.
4. **PRE-QUALIFICATION LETTER-LENDER LETTER:** Subject to Buyer providing Seller with a conditional letter of pre-qualification for the financing called for in this Offer from a mortgage lender within five days of acceptance of this Offer, for at least the amount called for in this Offer.
5. **SELLER PAYING BUYER'S FINANCING, CLOSING, ACQUISITION COSTS AND FUNDING FEES:** Seller agrees to pay \$ _____ and _____ % of the sale price towards Buyer's financing, closing, acquisition and funding costs including, but not limited to appraisal, credit report, recording fees, Buyer's portion of the title insurance premium, discount points, and/or loan origination fees. Any unused difference shall be credited against the purchase price, except as otherwise negotiated in this contract.
6. **FHA/VA FINANCING:** *FHA/VA Disclosures Amendatory Clause/ Real Estate Certification* is part of this Offer.
7. **BUYER AGENCY COMMISSION:** Buyer directs broker to reject the listing broker's Offer of commission. Seller agrees to pay at closing, on behalf of the Buyer, the Buyer Broker's commission of \$ _____ and 0.000 % of the final sales price.
8. **WELL, SEPTIC/POWTS (Private Onsite Wastewater Treatment System):** Attached *Addendum B* is part of this Offer.
9. **TESTING CONTINGENCY:** Buyer obtaining an acceptable written report documenting the results of the following tests: (See the *Offer to Purchase* for some options) _____. The "Home Inspection" and "Right to Cure" sections of the *Offer to Purchase* are expanded to include this contingency for testing.
10. **SUBDIVISIONS/DEED RESTRICTIONS:** Seller shall deliver to Buyer, within five days of acceptance, all applicable deed and subdivision restrictions and homeowners association rules. This contingency will be deemed satisfied unless Buyer delivers to Seller, within five days of receipt of said documents, a notice terminating this Offer.
11. **JOINTLY OWNED PROPERTY:** Sellers providing Buyers with an acceptable joint driveway or other jointly owned property agreement no later than fifteen days prior to closing or this contingency is removed. Buyer shall give notice of disapproval within three days of receipt or this contingency is satisfied.
12. **REZONING:** Subject to Buyer being able to obtain the approval of the proper authorities to rezone this property from _____ to _____. Seller will cooperate fully with Buyer in the rezoning effort. This contingency will be automatically removed within sixty-five days of acceptance of this Offer unless Buyer notifies Seller of their dissatisfaction.

Buyer(s) Initials EgK Seller(s) Initials QC

Page 1 of 2

13. **USE-VALUE ASSESSMENT:** Seller disclosing to Buyer, within ten days of acceptance, whether the land being sold or any portion thereof, is subject to a use-value assessment (under Wis. Stats 70.32§ (2r)), and whether the Seller/land is subject to a penalty under the use-value system, and whether a penalty on the Seller/land has been deferred, and identifying the amount of any penalty or deferred penalty. This contingency will be deemed satisfied unless Buyer delivers to Seller, within five days of receipt of said disclosure, a notice terminating this Offer, based upon the use-restrictions imposed or the amount of penalty pending or deferred.
14. **HOMOWNERS INSURANCE:** Buyer being able to secure homeowners insurance at a reasonable cost. This contingency will be automatically removed within twenty days of acceptance, unless Buyer notifies Seller of their dissatisfaction.
15. **HOME WARRANTY:** Buyer and Seller have been presented with the benefits of a home warranty. A limited term Home Warranty agreement (~~shall~~~~shall not~~ ~~[strike one]~~ be effective on the date of closing, provided that the property qualifies for the warranty plan. The charge for the warranty is (\$425) or (_____), to be paid by the (~~Buyer~~) (~~Seller~~) ~~[strike one]~~. This price includes the full amount of all fees due and payable and the costs of inspection and administration. A warranty plan will be ordered by the (~~listing~~) (~~cooperating~~) ~~[strike one]~~ Broker. The Home Warranty will be provided by Universal Home Protection, LLC. Buyer and Seller understand, approve, and consent to the fact that a portion of this fee may be paid to the broker. Please note terms and conditions. **DEFAULT: IF NOTHING IS STRICKEN, THE DEFAULTS ARE (SHALL)(\$425)(SELLER)(COOPERATING)**
16. **MAP OF THE PROPERTY:** (~~Buyer obtaining~~) (~~Seller providing~~) ~~[strike one]~~ a map of the property prepared by a licensed land surveyor, within twenty days of acceptance, at (~~Buyer's~~) (~~Seller's~~) ~~[strike one]~~ expense. The map shall identify the legal description of the property, the boundaries and boundary line dimensions, visible encroachments, location of improvements, if any and additional terms acceptable to the Buyer: _____
DEFAULT: IF NOTHING IS STRICKEN (SELLER PROVIDING)(SELLER'S) EXPENSE.
17. **PERSONAL PROPERTY:** Personal property included in the purchase price is being left at the convenience of both parties and the monetary value is not known.
18. **OTHER:** _____

DISCLOSURES

19. **OTHER REPRESENTATIONS/BUYER'S RELIANCE:** This contract is subject to the terms and conditions contained herein, and there are no other agreements or representations (oral or written) made by Seller or Seller's agent or Buyer or Buyer's agent which are a part of this *Offer To Purchase*. Buyer acknowledges that they have relied on their own independent inspection (including all the inspections and testing procedures conducted by or for Buyer) and analysis of the property and upon written warranties and representations made by the Seller contained in the *Offer To Purchase* and in the *Real Estate Condition Report*. Buyer further acknowledges all of the following: All representations, disclosures and warranties which have been made to Buyers are stated in writing in this contract or in the Real Estate Condition Report (which are prepared or answered solely by Seller). While Broker has inspected the property (and not observed anything different from that stated by Seller in the Real Estate Condition Report), Buyer knows Broker, while having expertise in the marketing of real estate, does not have any other specialized knowledge concerning the condition of the property (for example Broker is not a plumber, electrician, etc. Buyer knows that if Buyer has any technical questions or concerns relating to the property's condition, Buyer must hire an independent inspector to answer the questions since Broker does not have the technical knowledge involved.
20. **PROPERTY INSPECTION REPORT/TESTING CONTINGENCY:** Buyer has the right and responsibility and Broker recommends that Buyer utilize the inspection and/or testing contingency for all specific concerns. Buyer should also independently verify all information relative to Buyer's intended use and plans.
21. **WRITING:** All Offers, disclosures, notices and amendments must be in writing.
22. **EXPERTS:** Real Estate Consultants are experts in marketing and negotiating real estate. Additionally, they have a duty to perform a reasonably vigilant inspection of properties. They are not experts in other related fields. Therefore, we encourage you to use professional specialists in any other area you deem necessary including, but not limited to, appraiser, attorney, bonded/state registered home inspector, certified lead paint (or mold) inspector, lender, surveyor, title insurance agent and (for rural property) qualified well and septic inspector.
23. **INFORMATION:** Information provided to you that originated from a Multiple Listing Service, a governmental agency, another real estate office, a seller, a buyer or another 3rd party, is assumed to be correct but has not been verified for accuracy. We will identify the source of that information and point out any discrepancies that we are aware of, however, you should independently confirm any information, which would be significant in the decision to buy or sell property.

Buyer(s) Initials EGK Seller(s) Initials gc

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (~~Offer to Purchase~~) (~~Listing Contract~~) (~~Buyer Agency Agreement~~)
2 (Other [specify]: Offer to Purchase) the ("Form")
3 [STRIKE AND COMPLETE AS APPLICABLE] dated January 2, 2015, for a
4 transaction relative to the following Property: 326 St. Lawrence Avenue, Beloit, WI
5 53511
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ▪ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the
10 electronic transmission of the document or notice to the e-mail address specified below for the
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the
15 transaction, as required by federal law.

16 Seller's Initials: JC Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: downingt@ci.beloit.wi.us
18 _____

19 Buyer's Initials: EJK Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: ka.ls1977@yahoo.com
21 _____

22 Listing Broker's Initials: WJJ
23 Listing Broker's e-mail address for delivery of electronic documents:
24 vickijj@c21affiliated.com vickijjc21@aol.com

25 Cooperating Broker's Initials: WJJ
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 vickijj@c21affiliated.com vickijjc21@aol.com

Drafted by Attorney Debra Peterson Conrad; Copyright © 2008 by Wisconsin REALTORS® Association
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

**OFFER ADDENDUM 5 - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

1 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.
10 Disclosures and Acknowledgments made with respect to the Property at 326 St. Lawrence Avenue, Beloit

11 _____, Wisconsin.

12 **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.
13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: House built prior to 1978 and
15 would contain lead

16 (Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby certifies that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 _____ (Identify the LBP record(s) and report(s) (e.g. LBP abatements,
21 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")

22 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
23 knowledge, that the information provided by them is true and accurate.
24

25 Julie Christensen _____
26 (All Seller's signatures) & Print Names Here & City of Beloit, _____ 02/20/2014
27 _____ (Date)

28 Seller Obligations under the Federal Lead-Based Paint Disclosure Rules
29 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.118; and 24 CFR subtitle A,
30 Part 60, Subpart H, §§60.26, 60.28, 60.30, 60.32 & 60.34, which all are collectively referred to in this Addendum as Federal LBP Law.)

31 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
32 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
33 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

34 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
35 pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead in Your Home (EPA
36 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

37 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
38 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
39 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
40 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
41 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

42 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
43 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
44 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
45 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
46 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
47 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

48 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
49 available (see line 89) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
50 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
51 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
52 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

53 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 80-87 occurs after the Buyer
54 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
55 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

83 **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) **Seller requirements.** Each contract to sell target
84 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
85 Spanish):

86 (1) **Lead Warning Statement.** A Lead Warning Statement consisting of the following language:

87 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1970 is notified
88 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
89 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
90 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
91 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
92 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
93 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
94 purchase.

95 (2) **Disclosure of Known LBP & LBP Information Re: the Property.** A statement by the Seller disclosing the presence of
96 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
97 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
98 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
99 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
100 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

101 (3) **List of Available LBP Records & Reports Provided to Buyer.** A list of any records or reports available to the Seller
102 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer, if no
103 such records or reports are available, the Seller shall so indicate.

104 (4) **Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet.** A statement by the Buyer affirming receipt
105 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

106 (5) **Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection.** A statement by the Buyer that he or she has either:
107 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

108 (6) **Agent Certification.** When one or more real estate agents are involved in the transaction to sell target housing,
109 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
110 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
111 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
112 the required activities. Buyer's agents paid solely by Buyer are exempt.

113 (7) **Signatures.** The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
114 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

115 **DEFINITIONS:**

116 **Available** means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

117 **Abatement** means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
118 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
119 with any applicable legal requirements.

120 **Buyer** means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred
121 to in the singular whether one or more).

122 **Inspection** means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
123 of a report explaining the results of the investigation.

124 **Lead-based paint** means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
125 centimeter or 0.6 percent by weight.

126 **Lead-based paint hazard** means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
127 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
128 that would result in adverse human health effects as established by the appropriate Federal agency.

129 **Reduction** means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
130 abatement, etc.

131 **Risk assessment** means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
132 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
133 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
134 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
135 provision of a report explaining the results of the investigation.

136 **Seller** means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
137 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular
138 whether one or more).

139 **Target housing** means any housing constructed prior to 1970, except housing for the elderly or persons with disabilities (unless
140 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.

114 (1) ACKNOWLEDGMENT: All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 34 and 58 -
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) CERTIFICATION: The undersigned agents have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 (X) Vicki Jensof Johnson 02/20/2014
120 (Agent's signature) & Print Agent & Firm Names Here Vicki Jensof Johnson, Q-21 Affiliated (Date) &

121 (X) Vicki Jensof Johnson 1-2-2015
122 (Agent's signature) & Print Agent & Firm Names Here Vicki Jensof Johnson, Q-21 Affiliated (Date) &

123 BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency). (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so including in writing.

128 BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.

129 (1) LEAD-BASED PAINT INSPECTION CONTINGENCY: Buyer to check one box at lines 131, 147 or 148. If no box is
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.

131 LEAD-BASED PAINT INSPECTION CONTINGENCY: This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A proposal amendment will not satisfy this notice requirement.

138 RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ have a right to cure if neither struck, Seller shall have the right to
139 cure. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
141 prior to closing, with verification from a certified lead supervisor or project designer, or other verified lead contractor that
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but a) Seller delivers notice that Seller will
144 not cure or b) Seller does not timely deliver the notice of election to abate. "Abate" shall mean to permanently eliminate the
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
146 in conformance with the requirements of all applicable law.

147 Buyer elects the LBP contingency Buyer has attached to this Addendum 3.
148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
152 or inspection of the Property or has waived the opportunity (see lines 123 - 146 above).

153 (3) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, to the best of their
154 knowledge, that the information provided by them is true and accurate.

155 (X) Eugene S. [Signature] 1/2/15
156 (Buyer's signature) & Print Name Here Eugene S. [Name] (Date) &
157

REAL ESTATE CONDITION REPORT

DISCLAIMER

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 326 St. Lawrence Avenue (STREET ADDRESS) IN THE City (CITY) (VILLAGE) (TOWN) OF Beloit COUNTY OF Rock, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF February (MONTH), 20 (DAY), 2011 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

A BUYER WHO DOES NOT RECEIVE A FULLY COMPLETED COPY OF THIS REPORT WITHIN 10 DAYS AFTER THE ACCEPTANCE OF THE CONTRACT OF SALE OR OPTION CONTRACT FOR THE ABOVE-DESCRIBED REAL PROPERTY SHALL HAVE THE RIGHT TO RESCIND THAT CONTRACT (WIS. STATS. SECTION 709.04), PROVIDED THE OWNER IS SUBJECT TO WISCONSIN STATUTES CHAPTER 709.

NOTES: All information supplied in this REAL ESTATE CONDITION REPORT is solely of a supplemental nature and is not intended pursuant to Section 709.03 of the Wisconsin Statutes.

OWNER'S INFORMATION

B.1. In this form, "an aware" means have notice or knowledge. "An aware" means that the owner has notice or knowledge based on an official notice issued by a governmental body, advice or recommendations received from a contractor, inspector or other person regarding a property condition or the condition of property defect by problem, personal observation, or other source of information. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

In this form, "owner" means that person or those persons, or the entity or organization, which is the owner of the above-described real property. If the property is owned by two or more individuals as joint tenants or tenants-in-common, each joint owner or tenant-in-common must join in the execution of this Real Estate Condition Report or complete a separate report based on his or her individual ownership. Certain subjects to Wisconsin Statutes Chapter 709 include all persons who transfer real estate constituting one to four dwelling units by sale, exchange or land contract, except personal representatives, trustees and co-defendants and except individuals who are appointed by, or subject to supervision by, a court. If those persons have never occupied the property transferred and are selling property which has not been inhabited and will transfer property by conveyance exempt from the real estate transfer fee, they are not subject to Chapter 709 and complete this report on a voluntary basis without becoming subject to the provisions of Chapter 709. In this form, "principal" refers either to the owner or the buyer.

B.2. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes", "no" or "not applicable" to the property being sold. If the owner responds to any statement with "yes", the owner shall provide, in the additional information area of this form, an explanation of this response and the response to the statement is "yes".

B.4. If the transfer of a condominium unit, the property to which this form applies is the condominium unit, the response statements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

Instead of responding to any statement below with a "yes", "no" or "not applicable", and explaining the "yes" statements, the owner may substitute for any statement answer below an answer supplied by a public agency such as a governmental agency or department (Wis. Stats. Section 90.07(3)(b)) or information supplied by one of the following experts or professionals, provided the information to which it applies is furnished on time, and the statement to which it relates is identified, discussed, explained, and signed by the expert, inspector or other person involved in the transaction reasonably believes has sufficient expertise to meet the standards of practice for the kind of information provided (Wis. Stats. Sections 709.02 & 402.23(2)(b)). If a statement is unavowed by such an expert or professional's written information, report or observation, the owner may place an "X" in the "See Expert's Report" column next to the statement(s) which are unavowed by the expert's information and attach the expert's written information to this Real Estate Condition Report, or provide the written information separately before the applicable deadline.

THE HALOZED LISTS OF POSSIBLE TYPES OF DEFECTS FOLLOWING EACH STATEMENT BELOW ARE EXAMPLES ONLY AND ARE NOT THE ONLY DEFECTS WHICH MIGHT PROPERLY BE DISCLOSED IN RESPONSE TO EACH RESPECTIVE STATEMENT.

PROPERTY CONDITION STATEMENTS	You			See Expert's Report
	Yes	No	N/A	
B.1. I am aware of defects in the roof. Roof defects might include, but are not limited to such things as leaks, ice build-up, or significant problems with gutters or eaves.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.2. I am aware of defects in the electrical system. Electrical defects might include, but are not limited to, electrical wiring not in compliance with applicable code, or defects in an attached antenna and cables, satellite dish, security system, doorbells or intercom.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.3. I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale. Other plumbing system defects might include, but are not limited to, excessive or insufficient water pressure, leaks or other defects in pipes, toilets, interior or exterior faucets, bath tubs, showers, or any appliance system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.4. I am aware of defects in the heating and air conditioning systems (including the air filter and humidifiers). Other heating and air conditioning defects might include, but are not limited to, defects in supplemental heaters, venting fans or returns, or water collection.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.5. I am aware of defects in the well, including intake well water. Well defects might include, but are not limited to, an unvented well not properly closed in conformance with state regulations, a well which was not constructed pursuant to state standards or local code, or a well which requires modifications to bring it into compliance with current code specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.6. I am aware that this property is owned by a joint will.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	You	Na	N/A	See Report
Q.7. I am aware of defects in the supply system of other sanitary disposal system. Supply system defects might include, but are not limited to, block-ups in toilets or in the basement exterior plumbing, overflows or back-ups or defects in or missing toilets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.8. I am aware of underground or aboveground fuel storage tanks on or physically located on the property. If "yes", the owner, by law, they 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 certain tanks.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.9. I am aware of an "LPG" tank on the property. If correct, specify in the additional information space whether or not the owner of the property either owns or leases the tank.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.10. I am aware of defects in the basement or foundation including cracks, sump-pumps and bulging. Other basement defects might include, but are not limited to, leaning, extreme dampness or wet walls, unwise ventilation of mold or defects in sump pump or sump pumps.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.11. I am aware that the property is located in a floodplain, wetland or shoreline zoning area.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.12. I am aware of defects in the structure of the property. Structural defects with respect to the residence or other improvements might include, but are not limited to, movement, shifting or deterioration in walls or foundation major cracks or flaws in interior or exterior walls, siding, partitions or foundations; wood rot, and significant problems with driveways, sidewalks, patios, decks, terraces, waterfront piers or walls, windows, doors, floors, ceilings, stairways or installations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.13. I am aware of defects in mechanical equipment included in the sale either as fixtures or personal property. In addition to heating, ventilation, and air conditioning (HVAC) equipment defects, mechanical equipment defects might include, but are not limited to, defects in any stove, oven, hood, dishwasher, refrigerator, freezer, washer, dryer, trash compactor, garbage disposal, central vacuum, garage door opener, or heater/boiler which is included in the sale.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.14. I am aware of boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.15. I am aware of a defect caused by unsafe connections of, or unsafe conditions relating to, radon, radium or water supplies, lead in paint, lead in soil, lead in water supplies or plumbing systems or other potentially hazardous or toxic substances on the premises. Such defects might also be caused by unsafe levels of mold or the production of mold/mycotoxins (mush) or other hazardous chemicals on the property. Major bioactive fungal toxin disclosure requirements must be complied with in the sale of most residential properties built before 1978.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.16. I am aware of the presence of asbestos or asbestos-containing materials on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.17. I am aware of a defect caused by unsafe connections of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on residential property. Such defects might include, but are not limited to, environmental hazards resulting from an accident or nearby dump, gas station or other hazardous activities which improperly use/handle toxic substances.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.18. I am aware of current or previous leaded, polychlorinated biphenyl or polycyclic aromatic hydrocarbons.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.19. I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or chimney on the property or a violation of applicable state or local smoke detector laws. Note: State law requires operating smoke detectors on all levels of all residential property, but operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.140 & 101.647). Such defects might include, but are not limited to, defects in the chimney, fireplace, inserts or other installed fireplace equipment, or woodburning stove not installed pursuant to applicable code.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.20. I am aware either that remodeling affecting the property's structure or mechanical systems was done or that additions to this property were made during my period of ownership without the required permits.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.21. I am aware of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. This might include, but is not limited to, orders to correct building code violations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.22. I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment. Abnormal property tax increases might include, but are not limited to, area assessments or other reassessments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.23. I am aware that remodeling that may increase the property's assessed value was done.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.24. I am aware of proposed or pending special assessments. Such assessments might be for planned public improvements such as, but not limited to, sidewalks, streets, curb and gutter, sewer or water mains or lateral, torque loads, or like improvements such as dredging.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.25. I am aware that the property is located within a special purpose district, such as a drainage district, water district, sanitary district or sewer district that has the authority to impose assessments against the real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.26. I am aware of the proposed construction of a public project that may affect the use of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.27. I am aware of subdivision, homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, any land division involving the property for which required state or local permits had not been obtained, conservation easements, restrictive covenants, right-of-way, easements, or another use of a part of the property by nonowners, other than permitted utility easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.28. I am aware that the property is subject to a litigation plan required under administrative rules of the department of natural resources related to heavily shortlanded lands, which obligates the owner of the property to establish or maintain certain measures related to shoreline conditions and which is enforceable by the agency.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q.29. I am aware of other defects affecting the property. Other defects might include, but are not limited to, diseased or dying trees or shrubs; animal, reptile or insect infestation; drainage easement or grading problems; substantial soil damage; excessive shading, soilting, earth movement, utility lines or other soil problems; environmental substances affecting the property such as noise, smoke, odor, or water diversion from neighboring property; high voltage electric (100 KV or greater) or other industrial gas transmission lines located on but not directly serving the property; dead vegetation violations; lack of local access; or any other defect or material condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL INFORMATION

	Yes	No	N/A	See Expert's Report
D.1. I am aware that a structure on the property is designated as a historic building or that part of the property is in a historic district.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.a I am aware of a prior violation of the property that is not in compliance with state or local plan regulations. See Appendix A for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.b All or part of the land has been assessed as agricultural land under Wis. Stat. § 70.82(2) (use-value assessment).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.c The owner has been assessed a use-value assessment conversion charge under Wis. Stat. § 70.81(2).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.d The payment of the use-value assessment conversion charge has been deferred under Wis. Stat. § 70.81(4).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Notice: 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 charges, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2140 or visit http://www.revenue.wisconsin.gov/equalization/.</i>				
D.1.e I am aware that the property is to a farmland preservation agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Notice: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 6 times the class 1 use value of the land. Contact 608-266-4900 or visit http://dnr.wisconsin.gov/land/landuse/landuse.htm for more information.</i>				
D.1.f I am aware of the presence of unsafe levels of mold, or soil, basement, window or plumbing leaks, or overflow from sinks, bathtubs or showers, or other water or moisture intrusions or conditions that might inhibit the growth of unsafe levels of mold.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.g I am aware that all, or part, of the property is subject to, or in violation of, a Farmland Preservation Agreement (see D.1.e), Forest Open Land Adjudged Farml Land (see disclosure requirement in Wis. Stat. § 710.12), the Conservation Reserve Program or a comparable program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.2. The owner has lived on the property for <u>22</u> years.				
D.6. Explanation of "yes" responses, (See 2/10/15) <u>22 - 1 ADDITION WAS REMOVED, CONVERTED FROM DUPLEX TO SINGLE FAMILY HOME, RESULTING IN LOSS OF 1 UNIT</u>				

DI PART OF BLUE ST HISTORIC DISTRICT

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.wisconsin.gov/corrections> or by phone at 608-240-6880.

OWNER'S CERTIFICATION

I, the owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report. **NOTE:** Wisconsin Statute § 709.838 requires owners who, prior to acceptance, obtain information which would change a response on this report, to submit a new report or an amended report to the prospective buyer.

Owner [Signature] Date 2/20/15 Owner _____ Date _____

Owner Julie Christensen Date 2/20/15 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

I, a person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person _____ Name _____ Date _____ Person _____ Name _____ Date _____

Person _____ Name _____ Date _____ Person _____ Name _____ Date _____

NOTICE REGARDING ADVISE OF INSPECTIONS

G. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVISE OF INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVISE, INSPECTIONS, DEFECTS OR WARRANTIES.

BUYER'S ACKNOWLEDGMENT

H.1. THE PROSPECTIVE BUYER ACKNOWLEDGES THAT TECHNICAL KNOWLEDGE SUCH AS THAT ACQUIRED BY PROFESSIONAL INSPECTORS MAY BE REQUIRED TO DETECT CERTAIN DEFECTS SUCH AS THE PRESENCE OF ASBESTOS, BUILDING CODE VIOLATIONS AND FLOODPLAIN STATUS.

H.2. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Prospective Buyer [Signature] Date 2/2/15 Prospective Buyer _____ Date _____

Prospective Buyer _____ Date _____ Prospective Buyer _____ Date _____

NOTE: All information appearing in this REAL ESTATE CONDITION REPORT is purely a supplemental value and is not part of the REAL ESTATE CONDITION REPORT contract required by Wis. Stat. § 709.83.

Copyright © 2012 by Wisconsin REAL ESTATE Association. Printed by Attorney Debra Polomen Court. No representation is made as to the legal validity of any provision of the real estate law or any provision in any specific transaction.