



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

**MEETING NOTICE AND AGENDA
Community Development Authority
April 26, 2017 at 4:30 pm
The Forum
Beloit City Hall
100 State Street**

1. Call to Order and Roll Call
2. Citizen Participation
3. Review and Consideration of the Minutes of the Regular Meeting held on March 22, 2017
4. Housing Authority
 - a. Presentation of February Activity Reports (Pollard)
 - b. Presentation of February Financial Reports (Pollard)
 - c. Overview of the Beloit Housing Authority Grievance Procedure (Pollard)
 - d. Review and Consideration of Resolution 2017-07, Approval of 2017 First Quarter Write-offs (Cole)
5. Community and Housing Services
 - a. Review and Consideration of Resolution 2017-05, Approving an Offer to Purchase 1126 Forest Avenue (Downing)
 - b. Presentation of the Effects of Substandard Housing on Health (Downing)
 - c. Appointment of CDA Member to the Greater Beloit Economic Development Corporation (Christensen)
6. 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: April 20, 2017

Approved: Julie Christensen, Exec. 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.

Minutes
Beloit Community Development Authority
100 State Street, Beloit WI 53511
March 22, 2017
4:30 P.M.

The regular meeting of the City of Beloit Community Development Authority was held on Wednesday, March 22, 2017 in the Forum of Beloit City Hall, 100 State Street.

1. **Call to Order and Roll Call:**

Meeting was called to order by Commissioner Baker at 4:35 p.m.

Present: Commissioners Baker, Evans, Kenitzer and Preuschl

Absent: Commissioner DeBrock, Ellison and Hendrix

Staff Present: Julie Christensen, Cathy Pollard, Teri Downing, Clinton Cole, Rebecca Melito and Ann Purifoy

2. **Citizen Participation:**

None

3. **Review and Consideration of the Minutes of the Regular Meeting held on February 22, 2017**

A motion was made by Commissioner Preuschl and seconded by Commissioner Kenitzer to approve the minutes of the Regular Meeting held on February 22, 2017 with one correction in Item 2a.

Motion carried unanimously.

4. **Housing Authority:**

a. **Presentation of January Activity Report**

Cathy Pollard, Beloit Housing Authority Director, gave a brief summary of the report.

We just completed a HUD form to develop a prediction tool for our leaseups. Currently, we are using 98% of our budget authority, so we will continue to house between 575 and 585 residents.

We are still working with our insurance company regarding the two damaged project-based units and have recently received the final numbers for 1238 Elm Street.

b. **Presentation of January Financial Report**

Cathy Pollard gave a brief summary of the report.

Julie Christensen asked what would happen to the Project-based Voucher Operating Reserve when the units are sold. Cathy stated that we would pay the GAP loan and any remaining monies would go into a BHA fund.

Julie wanted to know how we would continue to operate if the Federal budget is not approved. Cathy indicated that the government would give us an estimated amount based on the last 12 months of operation; the amount is then adjusted according to the approved budget.

- c. Review and Consideration of Resolution 2017-06, Authorization for the Beloit Housing Authority to Update the Public Housing Lease and No Smoking Lease Addendum
Rebecca Melito, Public Housing Coordinator, presented the staff report and recommendation.

Commissioner Kenitzer asked who would be enforcing this update. Becky informed that she would, as much as possible, along with our maintenance personnel and inspector who are at various sites every day. We also have cameras on the Parker Bluff property.

Cathy added that this policy is not totally enforced in our single family units but violations are evident by damages in the units. The tenants at Parker Bluff will have a designated smoking shelter.

Commissioner Preuschl moved and Commissioner Kenitzer seconded a motion to approve Resolution 2017-06. Motion carried unanimously.

5. a. Review and Consideration of Resolution 2017-04, Awarding the Demolition Contract for 206 Eighth Street
Teri Downing, Community and Housing Services Director, presented the staff report and recommendation.

We will take out the portion of the shared driveway on the property; however, a survey may be needed to show where the lot line ends.

Commissioner Kenitzer moved and Commissioner Evans seconded a motion to approve Resolution 2017-04. Motion carried unanimously.

- b. Public Hearing and Presentation of the 2016 Comprehensive Annual Performance Evaluation Report (CAPER)

Teri Downing gave a brief summary of the report.

Commissioner Baker opened the public hearing. There were no comments. The public hearing was closed.

6. **Adjournment:**
Motion by Commissioner Preuschl and seconded by Commissioner Kenitzer to adjourn 5:24 p.m. Motion carried.

**REPORT TO THE
BELOIT COMMUNITY DEVELOPMENT AUTHORITY**

AGENDA ITEM: 4a

TOPIC: February Activity Report

REQUESTED ACTION: Information only- No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Public Housing:

There was one vacancy in public housing units in February and one upcoming vacancy in March of 2017. Public Housing accounts receivable on occupied units totaled \$6,627.91 and vacated units totaled \$6,248.41 at the end of February, 2017 which brings the totaled outstanding public housing accounts receivable to \$12,876.32. Four applicants were pulled from the Public Housing waiting list in February; two applicants were briefed. Eight Public Housing inspections and fifteen annual and interim re-certifications were completed in February.

Section 8:

573 vouchers were housed by February 28, 2017 with 28 voucher holders either searching for units or waiting for passed inspections. 9 portable vouchers were paid by BHA in February with 2 families waiting to Port-Out. 62 Section 8 inspections were completed in February, and the Housing Specialists completed 72 annual or interim re-certifications in February. No applicants were notified: none were briefed.

ATTACHMENTS:

February Activity Report

**Beloit Community Development Authority
Activity Report to Board for April 2017**

February (2017) Activity Report

Public Housing

Tenants Accounts Receivable

Outstanding Receivables – Occupied Units 01/30/17	\$ 6,407.15
Outstanding Receivables – Vacated Units 01/30/17	\$ 2,925.95
Outstanding Receivables – Occupied Units 02/28/17	\$ 6,627.91
Outstanding Receivables – Vacated Units 02/28/17	\$ 6,248.41
Total January 31, 2017 Outstanding Receivables:	\$ 9,333.10
Total February 28, 2017 Outstanding Receivables:	\$ 12,876.32
Increase of:	\$ 3,543.22

Vacancies – 02/28/2017

<u>Total Public Housing Units</u>	131 Units
	98% Occupancy
1 Vacancy:	1 Elderly - 98% Occupancy
	0 Family - 100% Occupancy

Public Housing Inspections

8 Inspections completed. There were 5 annual inspections; there was 1 move-out inspection. There were 2 move-in inspections. There were 0 housekeeping inspections 0 exterior inspections and 0 special inspections.

Public Housing Activities

Annual Recerts:	7
Interim Recerts:	8
Notice to Vacate:	0

New Tenants:	2
Transfers:	0
Lease Terminations:	0
Possible Program Violations:	5
Evictions	1 (Non-payment of rent)

Public Housing Briefings

Number Notified:	4
Number Briefed:	2

Section 8 Program

Total Section 8 Vouchers

598 Vouchers

February

573 under lease - 97% Occupancy
 9 Portable Vouchers – 9 Not Absorbed (1/Port-In)
 28 Voucher holders searching or waiting for passed inspections

Section 8 Inspections

62 inspections were completed in February. 40 were annual inspections. 13 were initial inspections, 9 were re-inspections, 0 project based inspections, and there were 0 special inspections.

Section 8 Activities

New Participants:	12
Annual Recerts:	30
Interim Recerts:	42
Abatements:	5
Movers:	6
Possible Program Violations:	2 program violations
End of Program	0

Section 8 Briefings

Number Notified:	0
Number Briefed:	0

APPLICATIONS:

Waiting List: 94 Public Housing East
 99 Public Housing West
 185 Parker Bluff
 103 Project-Based
 326 Sec. 8

0 Tenants removed for Repayment Default
0 Tenants removed for unreported income
0 Tenants removed for unauthorized occupants
0 Applicants removed over income
Some applicants are on both lists, some are not
Section 8 waiting list opened 4/4/11

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4b

TOPIC: February Monthly Report

REQUESTED ACTION: Information only – No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Attached is the Beloit Housing Authority Financial Statement prepared by the BHA Accountant for the month ending February 28, 2017.

Through the month of February, the Low Income Public Housing (LIPH) program income was \$71,573.05 and the LIPH expenses were \$84,695.03. There was a \$(13,121.98) deficit in LIPH. The Operating Reserve for LIPH was \$5,275,638.00 at the 12/31/2016 FYE. At 2017 Period End the Operating Reserve is \$5,262,516.02. The actual physical LIPH Operating Reserve at 2017 Period End is \$(117,558.00).

Through the month of February, the Project Based Voucher (PBV) program income was \$13,206.54 and the expenses were \$12,922.86. The PBV surplus was \$283.68. The PBV Operating Reserve at this Period End is \$98,089.68.

Through the month of February, Phase 1 and Phase 2 program income was \$87,883.19 and the expenses were \$76,822.89. Phase 1 and Phase 2 had a surplus of \$11,060.30. The Operating Reserve for these programs at this Period End is \$133,970.30.

Through the month of February, the Housing Choice Voucher (HCV) program income was \$547,134.76 and expenses were \$551,263.06. The HCV program had a deficit of \$(4,341.30). The HCV Operating Reserve at this Period End is \$277,381.70.

Attachment(s):

February 2017 Financial Reports

Consolidated 2017 Budget Report for Beloit Housing Authority - February 2017

		YTD Actual						Annual Board Approved Budget		
Income	Approved YTD	LIPH	LIPH Grant	PBV	Phase 1 & 2	HCV	Agency Total	LIPH/LLC/PBV	HCV	Total
1 Dwelling Rental	24,357.92			10,722.00	35,419.00		46,141.00	292,295.00		292,295.00
2 Excess Utilities	-						-			-
3 Interest on Unrestricted Fund Investmen	189.17	16.06			128.42	37.46	181.94	770.00	1,500.00	2,270.00
4 Interest on HAP Res Fund Investments	-						-			-
5 Other Income - Tenants	2,585.00			2,484.54	11,988.60		14,473.14	31,020.00		31,020.00
6 HAP Fraud Recovery & FSS Forfeitures	-						-			-
7 Other Income - Bad Debt Collections	-	4,195.40					4,195.40			-
8 Other Income - Laundry/Copy Fees/Misc	2,736.67	3,021.59				491.30	3,512.89	32,840.00		32,840.00
9 Other Income - CFP Operation Money	5,000.00						-	60,000.00		60,000.00
10 Other Income - Sale of Asset Gain/Loss	-						-			-
11 Admin Fees Earned - HUD	26,427.83					52,618.00	52,618.00		317,134.00	317,134.00
12 Incoming Billable Admin Fees/Oper Sub	18,750.00				40,347.17		40,347.17	225,000.00		225,000.00
13 HAP Subsidy	-					493,988.00	493,988.00			-
14 Operating Subsidy	267,886.33	64,340.00					64,340.00	395,970.00	2,818,666.00	3,214,636.00
Total Income	347,932.92	71,573.05	-	13,206.54	87,883.19	547,134.76	719,797.54	1,037,895.00	3,137,300.00	4,175,195.00
Expenses	Approved YTD	LIPH	LIPH Grant	PBV	Phase 1 & 2	HCV	Agency Total	LIPH/LLC/PBV	HCV	Total
Administrative Expenses										
15 Admin Salaries	37,086.17	18,877.88		2,200.56	17,110.92	33,280.64	71,470.00	242,078.00	202,956.00	445,034.00
16 FSS Coordinator Admin Salaries	-	3,216.00					3,216.00			-
17 Admin Employee Benefits	19,447.33	7,509.52		897.08		16,229.38	24,635.98	127,711.00	105,657.00	233,368.00
18 FSS Coordinator Admin Benefits	-	4,692.82					4,692.82			-
19 Advertising & Marketing	441.67						-	4,300.00	1,000.00	5,300.00
20 Legal	41.67				304.50		304.50	250.00	250.00	500.00
21 Staff Training	416.67					2,650.00	2,650.00	2,500.00	2,500.00	5,000.00
22 Travel	41.67						-	250.00	250.00	500.00
23 Accounting Consultants	2,458.33	310.00		94.00	1,372.00	840.00	2,616.00	24,500.00	5,000.00	29,500.00
24 Audit Fee	1,625.00						-	19,500.00		19,500.00
25 Telephone	637.50	177.81				109.79	287.60	3,552.00	4,098.00	7,650.00
26 Postage	750.00	311.71					311.71	2,700.00	6,300.00	9,000.00
27 Office Supplies	458.33	443.30				467.32	910.62	3,420.00	2,080.00	5,500.00
28 Memberships & Publications	409.25	608.94					608.94	3,683.00	1,228.00	4,911.00
29 Bank Fees	150.00	5.00			3.50	439.92	448.42		1,800.00	1,800.00
30 Computer Maintenance	-						-			-
31 Copier Expenses	608.33	220.84				220.85	441.69		7,300.00	7,300.00
32 Office Equipment Maintenance	1,525.00						-	8,967.00	9,333.00	18,300.00
33 Postage Machine	-					910.20	910.20			-
34 Software Maintenance	916.67	245.00				255.00	500.00		11,000.00	11,000.00
35 Outgoing Portable Admin Fees	-						-			-
36 Sundry Administration/Compliance Fees	1,483.33	35.67		700.00	71.36	574.62	1,381.65	9,970.00	7,830.00	17,800.00
37 Management Improvements	-						-			-
38 Management Fees	1,500.00				3,021.59		3,021.59	18,000.00		18,000.00
39 Eviction & Collection Agent Fees	333.33						-	2,800.00	1,200.00	4,000.00
40 HAP Expense (net fraud recovery to HU	234,888.83					493,775.00	493,775.00		2,818,666.00	2,818,666.00
HAP Overfunding (Underfunding)	-					213.00				-
Maintenance Expenses										
41 Maintenance Salaries	10,238.08	1,022.03		796.45	23,602.21		25,420.69	122,857.00		122,857.00
42 Casual Labor - Maintenance	-						-			-
43 Maintenance Benefits	4,991.42			379.94			379.94	59,897.00		59,897.00
44 Maintenance Materials & Supplies	1,187.50	738.64		44.87	2,501.14		3,284.65	14,250.00		14,250.00
45 Plumbing Supplies	-						-			-
46 Locks, Locksets & Keys	-						-			-
47 Electrical Supplies	-	317.22					317.22			-
48 Painting Supplies	-						-			-
49 Cleaning Supplies	-	668.76					668.76			-

50	Equipment Repair Parts	-						-			-
51	Maintenance Contracted Services	1,000.00	135.00		191.35	3,800.02		4,126.37	12,000.00		12,000.00
52	Refuse Removal Services	375.00			5.00	197.50		202.50	4,500.00		4,500.00
53	Plumbing Repair Services	125.00						-	1,500.00		1,500.00
54	Heating/AC Repair Services	266.67			170.91			170.91	3,200.00		3,200.00
55	Electric Repair Service	41.67						-	500.00		500.00
56	Window Repair Service	83.33						-	1,000.00		1,000.00
57	Automotive Repairs/Fuel	416.67	892.90					892.90	5,000.00		5,000.00
58	Elevator Repair & Maintenance	275.00	100.00					100.00	3,300.00		3,300.00
59	Pest Control Services	666.67						-	8,000.00		8,000.00
60	Cable TV	-				(1,121.69)		(1,121.69)			-
61	Answering Service	150.00	472.35					472.35	1,800.00		1,800.00
62	Misc Contracts	583.33						-	7,000.00		7,000.00
63	Clean/Paint Units	66.67						-	800.00		800.00
	Utilities Expenses	-									
64	Water/Sewer	1,629.17	106.27		2,036.55	1,468.93		3,611.75	19,550.00		19,550.00
65	Electricity	2,125.00	593.09			1,668.09		2,261.18	25,500.00		25,500.00
66	Natural Gas	1,083.33	294.95			1,494.95		1,789.90	13,000.00		13,000.00
	Other Operating Expenses	-									
67	Protective Services Contract	3,741.67	713.46			461.12		1,174.58	44,900.00		44,900.00
68	Insurance	3,240.17	1,638.70		393.02	3,799.28	991.64	6,822.64	33,673.00	5,209.00	38,882.00
69	PILOT	2,185.67			404.46	3,078.70		3,483.16	26,228.00		26,228.00
70	Compensated Absences	-						-			-
71	Collection Losses	333.33			4,608.67	12,171.03		16,779.70	4,000.00		4,000.00
72	Replacement Reserves & Debt Pmt-Prin	-						-			-
73	Other General Expense/Asset Mgmt Fee	19,608.33	40,347.17			1,817.74	518.70	42,683.61	235,300.00		235,300.00
74	Casualty Losses - Non Capitalized	83.33						-	1,000.00		1,000.00
75	Capital Expenditures - Operations	166.67						-	2,000.00		2,000.00
	Total Expense	359,882.75	84,695.03	-	12,922.86	76,822.89	551,263.06	725,703.84	1,124,936.00	3,193,657.00	4,318,593.00

	LIPH	LIPH Grant	PBV	Phase 1 & 2	HCV	Agency Total	Budget LIPH	Budget HCV	Budget Total
Operating Reserve - FYE 12/31/16	5,275,638.00	-	97,806.00	122,910.00	281,723.00	5,778,077.00	5,496,354.00		5,496,354.00
Change in Operating Reserve FYE 12/31/16 (reserve/deficit)	(13,121.98)	-	283.68	11,060.30	(4,341.30)	(6,119.30)	(87,041.00)	(56,357.00)	(143,398.00)
Operating Reserve at end Period for 2017	5,262,516.02	-	98,089.68	133,970.30	277,381.70	5,771,957.70	5,409,313.00	(56,357.00)	5,352,956.00
**LIPH Operating Reserve includes \$5,380,074.02 of money unavailable due to tax credit revenue on paper only									
Physical Operating Reserve at end of Period for 2017	(117,558.00)	-	98,089.68	133,970.30	277,381.70	1,687,564.87			

SECTION 8 Funding Analysis	
HAP	
HAP Funding received from HUD YTD	493,988.00
Fraud Recovery/FSS Forfeitures	-
Restricted Net Asset Interest Earned	-
HAP Payments made YTD	493,775.00
Under (Over) spending YTD	213.00
HAP Reserve FYE 12/31/16 *	-
HAP Reserve Balance at end of Period for 2017	213.00
ADMIN FEES	
Administrative Funding received from HUD YTD	52,618.00
Income from other funding sources	528.76
Administrative Expenses YTD	57,488.06
Under (Over) spending YTD	(4,341.30)
Admin Fee Reserve FYE 12/31/16	281,723.00
FSS Grant Shortage at end of Period for 2017	-
Admin Fee Reserve Balance at end of Period for 2017	277,381.70

FSS Grant Tracking	
FSS Grant Funding received from HUD YTD	-
FSS Coordinator Expenses YTD	-
Under (Over) spending YTD	-
FSS Grant Reserve FYE 12/31/14	-
FSS Grant Reserve Balance at end of Period for 2015	-

Cash Flow Statement
Beloit Housing Authority
2/28/2017

	BHA YTD Actual	LLC Phase 1 & 2 Actual	HCV YTD Actual	YTD Budget	Variance Over (Under)
Income					
Dwelling Rent/Utilities	10,722.00	35,419.00		292,295.00	(246,154.00)
Interest on Investments	16.06	128.42	37.46	2,270.00	(2,088.06)
Other Income	9,701.53	52,335.77	491.30	123,860.00	(61,331.40)
HUD Admin Fees			52,618.00	317,134.00	(264,516.00)
HUD Grants/Subsidies	64,340.00		493,988.00	3,214,636.00	(2,656,308.00)
Total Income	84,779.59	87,883.19	547,134.76	3,950,195.00	(3,230,397.46)

	BHA YTD Actual	LLC Phase 1 & 2 Actual	HCV YTD Actual	YTD Budget	Variance Under (Over)
Expenses					
Administrative					
Salaries/Benefits	37,393.86	17,110.92	49,510.02	678,402.00	574,387.20
Office Expenses	2,686.43	1,751.36	5,081.65	106,961.00	97,441.56
Office Contracted Services	465.84		1,386.05	40,600.00	38,748.11
Oper Sub Transfer/Mgmt Fee Pd		3,021.59		18,000.00	14,978.41
Housing Assistance Pmts			493,775.00	2,818,666.00	2,324,891.00
Maintenance					
Salaries/Benefits	2,198.42	23,602.21		182,754.00	156,953.37
Materials & Supplies	1,769.49	2,501.14		14,250.00	9,979.37
Maintenance Contracts	1,967.51	2,875.83		48,600.00	43,756.66
Utilities	3,030.86	4,631.97		58,050.00	50,387.17
Other Operating					
Protective Services	713.46	461.12		44,900.00	43,725.42
Insurance	2,031.72	3,799.28	991.64	38,882.00	32,059.36
PILOT	404.46	3,078.70		26,228.00	22,744.84
Other Operating Expenses	44,955.84	13,988.77	518.70	242,300.00	182,836.69
Total Expenses	97,617.89	76,822.89	551,263.06	4,318,593.00	3,592,889.16

Net Admin Income (Loss)	(12,838.30)	11,060.30	(4,341.30)		
Net HAP Income (Loss)			213.00		
Total YTD Income (Loss)	(12,838.30)	11,060.30	(4,128.30)		

Overview of BHA Grievance Procedure

- A. Review vs. Hearing
 - 1. Applicant
 - 2. Participant
- B. 1st Step
 - 1. Violation Letter
 - 2. Meeting with Case Manager
 - 3. Tenant Presentation
 - 4. Determination
- C. 2nd Step Informal Hearing
 - 1. Meeting with Case Manager and Program Manager
 - 2. Case Manager Explanation of Decision to Uphold
 - 3. Tenant Presentation
 - 4. Determination
- D. 3rd Step Formal Hearing
 - 1. Meeting with Program Manager and Hearing Officer (Either Director or CDA Director)
 - 2. Program Manager Explanation of Decision to Uphold
 - 3. Tenant Presentation
 - 4. Determination (within 10 days of Hearing)

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4d.

TOPIC: Resolution No. 2017-07: Authorization to Write-Off Beloit Housing Authority Public Housing Tenants Accounts Receivable First Quarter 2017 Debts

REQUESTED ACTION: Approval of Resolution No. 2017-07

PRESENTER: Clinton Cole

STAFF REPORT:

HUD has recommended that the Beloit Housing Authority write off Public Housing tenant accounts receivable (TAR) quarterly so that the agency does not carry a large TAR at the end of the year and damage the agency's overall HUD management rating.

Five (5) Public Housing tenants vacated leaving balances due which staff has not been able to collect. Total owed for first quarter 2017 is \$6,747.95. This amount will be removed from the BHA's books, and reported to Happy Software and the Tax Refund Intercept Program for collection.

STAFF RECOMENDATION:

Staff recommends approval of Resolution No. 2017-07

ATTACHMENTS:

Resolution No. 2017-07 and listing of debtors

RESOLUTION NO. 2017-07

BELOIT HOUSING AUTHORITY

**AUTHORIZATION TO WRITE-OFF BELOIT HOUSING AUTHORITY PUBLIC
HOUSING TENANTS ACCOUNTS RECEIVABLE FIRST QUARTER 2017
DEBTS**

WHEREAS, three tenants have vacated their Public Housing units leaving a balance due for rent, late fees, sewer, water, maintenance charges, move-out charges, and/or damages;

WHEREAS, efforts to collect the amount due have not been successful;

THEREFORE BE IT RESOLVED that \$6,747.95 be written off the Beloit Housing Authority records and reported to Happy Software and the Tax Refund Intercept Program for collection action.

Adopted this 26th day of April, 2017

David Baker, Chairman
Beloit Community Development Authority

ATTEST:

Julie Christensen, Executive Director
Beloit Community Development Authority

Public Housing Write Offs for 2017 (1st Qtr)

LLC Phase I

Name	M/O Date	Total	Rent	Utility	Maint	Repay
George, April	1/3/2017	\$ 1,776.07		\$ 164.19	\$ 1,611.88	
Padilla, Veronica	1/9/2017	\$ 1,012.30	\$ 22.33	\$ 135.10	\$ 854.87	
Richardson, Keprecious	3/3/2017	\$ 1,938.12			\$ 1,938.12	

LLC Phase II

Name	M/O Date	Total	Rent	Utility	Maint	Repay
Visgar, Clair	3/23/2017	\$738.40	\$ 305.00		\$ 433.40	
Thomas, Edward		\$1,283.06				\$1,283.06
Total for 1st Quarter '17		\$6,747.95	\$ 327.33	\$ 299.29	\$4,838.27	\$1,283.06



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5a

TOPIC: Resolution 2017-05, Authorizing the Sale of 1126 Forest Ave.

REQUESTED ACTION: Approval of Resolution 2017-05

PRESENTER: Teri Downing

STAFF REPORT:

The property at 1126 Forest was purchased under the NSP1 program and the single family residential structure was demolished. The State of Wisconsin later determined the project did not meet the eligibility requirements for NSP1 funding. The resulting vacant lot from the demolition has been for sale since 2011.

The CDA received an Offer to Purchase the property in the amount of \$300.00. Earnest money of \$150 has been paid by the buyers. The offer requires closing to take place no later than June 30, 2017. Attached is Resolution 2017-05, Authorizing the Sale of 1126 Forest Avenue to Andrew J. and David E. Hakes.

Contingencies include:

1. Buyer shall pay all costs of providing evidence of title and all closing costs and fees.
2. Property is sold as is.
3. Closing shall take place at Brabazon Title Company located at 2225 Cranston Road, Beloit WI.
4. Earnest money, if any, shall be held by the seller.
5. Offer to purchase is subject to the approval from the Community Development Authority of the City of Beloit.
6. The owner shall combine this parcel with their adjoining property known as 1122 Forest Ave. (Parcel #1343-1310).

STAFF RECOMENDATION:

Staff recommends that the Community Development Authority approve Resolution 2017-05, Authorizing the Sale of 1126 Forest Ave. to Andrew J. and David E. Hakes.

ATTACHMENTS:

Resolution 2017-05, Location Map, and Offer to Purchase 1126 Forest Avenue

**RESOLUTION 2017-05
AUTHORIZING THE SALE OF 1126 FOREST AVENUE**

WHEREAS, the property known as 1126 Forest Avenue was blighted, foreclosed property acquired for demolition, and

WHEREAS, the home was demolished, and the remaining vacant lot is available for sale, and

WHEREAS, Andrew J. and David E. Hakes desire to purchase 1126 Forest Avenue and combine it their adjoining parcel to the east at 1122 Forest Avenue;

NOW THEREFORE BE IT RESOLVED, that the CDA accepts the offer dated April 13, 2017 signed by Andrew J. and David E. Hakes; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Executive Director of the Community Development Authority is hereby authorized to complete all paperwork in conjunction with this sale.

Adopted this 26th day of April, 2017.

David Baker, CDA Chairperson

ATTEST:

Julie Christensen, Executive Director

Location Map

1126 Forest Avenue



0 10 20 40 60 80 Feet

Legend

City Limits

Map prepared by: Julie Christensen
 Date: April 2017
 For: City of Beloit Community Development Dept.
 Date of Aerial Photography: March 2011

Community Development Department

WB-13 VACANT LAND OFFER TO PURCHASE

1 ATTORNEY
2 LICENSEE DRAFTING THIS OFFER ON April 13, 2017 [DATE] IS (~~AGENT OF BUYER~~)

3 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) STRIKE THOSE NOT APPLICABLE

4 **GENERAL PROVISIONS** The Buyer, Andrew J. Hakes & David E. Hakes

5 _____, offers to purchase the Property

6 known as [Street Address] 1126 Forest Avenue, Beloit, WI Parcel # 1343-1315

7 in the _____ City _____ of _____ Beloit _____, County of _____ Rock _____, Wisconsin (Insert

8 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

9 ■ PURCHASE PRICE: Three Hundred and 00/100 _____

10 _____ Dollars (\$ 300.00 _____).

11 ■ EARNEST MONEY of \$ 150.00 _____ accompanies this Offer and earnest money of \$ 150.00 _____

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

13 Elizabeth A. Krueger in the City Attorney's Office - City of Beloit, 100 State Street, Beloit, Wisconsin _____.

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

15 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the

16 date of this Offer not excluded at lines 18-19, and the following additional items: _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____

19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented

21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are

23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: R-1B _____.

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

26 copies of the Offer.

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

28 running from acceptance provide adequate time for both binding acceptance and performance.

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

30 or before May 25, 2017 _____.

31 Seller may keep the Property on the

32 market and accept secondary offers after binding acceptance of this Offer.

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

34 OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

35 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

36 OR ARE LEFT BLANK.

37 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and

38 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

39 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if

40 named at line 40 or 41.

41 Seller's recipient for delivery (optional): Elizabeth A. Krueger, City Attorney _____

42 Buyer's recipient for delivery (optional): _____

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

44 Seller: (608) 364-6718 Buyer: (_____) _____

45 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a

46 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for

47 delivery to the Party's delivery address at line 49 or 50.

48 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

49 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

50 Delivery address for Seller: City Attorney's Office, 100 State Street, Beloit, WI 53511 _____

51 Delivery address for Buyer: _____

52 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

53 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

54 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

55 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

56 E-Mail address for Seller (optional): kruegere@beloitwi.gov _____

57 E-Mail address for Buyer (optional): _____

58 PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller

59 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 ~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
67 and _____~~

68 _____
69 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

70 **CLOSING** This transaction is to be closed no later than _____ June 30, 2017
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

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

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

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

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

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

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

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

150 ~~**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of~~
 151 ~~closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary~~
 152 ~~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,~~
 153 ~~Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later~~
 154 ~~than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed~~
 155 ~~such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.~~
 156 ~~Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,~~
 157 ~~relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on~~
 158 ~~such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall~~
 159 ~~be held in trust for the sole purpose of restoring the Property.~~

160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

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

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 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
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 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
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~
327 ~~ALL THAT APPLY:~~ conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE:~~ electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

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

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ ~~CHECK ALL THAT APPLY~~, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 [~~STRIKE AND COMPLETE AS APPLICABLE~~] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____
425 _____
426 _____

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

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

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

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

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

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

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

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

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 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
524 or (b) Seller does not timely deliver the written notice of election to cure.

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

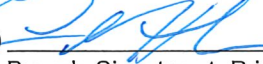
526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 527 1. Buyer shall pay all costs of providing evidence of title and all closing costs and fees.
- 528 2. Property is sold as is.
- 529 3. Closing shall take place at Brabazon Title Company located at 2225 Cranston Road, Beloit, Wisconsin.
- 530 4. Earnest money, if any, shall be held by the seller
- 531 5. Offer to purchase is subject to the approval from the Community Development Authority of the City of Beloit.
- 532 6. The owner shall combine this parcel with their adjoining property known as 1122 Forest Ave (Parcel # 1343-1310).
- 533 _____
- 534 _____

535 This Offer was drafted by [Licensee and Firm] _____ Elizabeth A. Krueger, City Attorney, 100 State Street, Beloit, WI 53511

536 _____ on _____ April 13, 2017

537 (x)  _____ Date ▲ 4-13-2017
538 Buyer's Signature ▲ Print Name Here ► Andrew J. Hakes

539 (x)  _____ Date ▲ 4-13-2017
540 Buyer's Signature ▲ Print Name Here ► David E. Hakes

541 **EARNEST MONEY RECEIPT** ^{Seller} Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____

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

546 (x) _____ Date ▲
547 Seller's Signature ▲ Print Name Here ► Community Development Authority by Julie Christensen, Executive Director

548 (x) _____ Date ▲
549 Seller's Signature ▲ Print Name Here ►

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

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