



**SPECIAL MEETING NOTICE AND AGENDA
Community Development Authority
May 1, 2018 at 4:30 pm
The Forum
Beloit City Hall
100 State Street**

1. Call to Order and Roll Call
2. Community and Housing Services
 - a. Review and consideration of Resolution 2018-05, Authorizing the Sale of 310 Euclid Avenue (Christensen)
 - b. Review and consideration of Resolution 2018-06, Authorizing the Sale of 349 Euclid Avenue (Christensen)
3. 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 Posted: April 30, 2018

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.

**REPORT TO THE BELOIT
COMMUNITY DEVELOPMENT AUTHORITY (CDA)**



Agenda Item: 2a

Topic: Sale of 310 Euclid Avenue

Date: May 1, 2018

Presenter: Julie Christensen

Division: Community and Housing Services

Overview/Background Information:

The Community Development Authority authorized the purchase of 310 Euclid Avenue from the City of Beloit and award of contract for rehabilitation on October 10, 2016. The rehabilitation was completed using three funding sources: Neighborhood Stabilization Program (NSP) funds, Home Investment Partnership Program (HOME) funds, and Capital Improvement Plan (CIP) funds. The rehabilitation is complete and the house has been listed with a realtor.

Key Issues (maximum of 5):

1. The CDA has received three offers to purchase 310 Euclid which are outlined below:
 - a. \$98,000 - Offer is contingent upon buyer obtaining financing within 30 days of acceptance of offer. Offer is also contingent upon seller providing \$2,880 in closing cost credit.
 - b. \$89,900 - Offer is contingent upon buyer obtaining financing within 45 days of acceptance of offer.
 - c. \$89,900 - Offer is contingent upon buyer obtaining financing with 45 days of acceptance of offer. Offer is also contingent upon seller providing \$3,000 in closing cost credit.
 2. After the three offers were received by City staff, we did a multiple counter-proposal which included the following conditions:
 - a. Binding acceptance is subject to Community Development Authority approval which shall be obtained no later than April 30, 2018.
 - b. Buyer must provide verified completion of Home Buyer Education class by NeighborWorks Blackhawk Region or other US Department of Housing and Urban Development (HUD)-approved housing counseling agency by time of closing.
 - c. Buyer must meet federal income qualification of no more than 80% County Median Income (CMI) for household size (HOME regulations). Buyer must provide all income information to the City of Beloit no later than 4-17-2018 for review.
 - d. A deed restriction of up to 15 years for owner-occupancy is required. Said owner must meet federal income qualifications outlined herein. Deed restriction language is available from the seller upon request of the buyer.
 - e. The closing date shall be no earlier than May 31, 2018 and no later than August 1, 2018.
 - f. Line 127 of The Offer to Purchase is stricken and line 124 is to be marked.
 3. The CDA met in closed session on April 25, 2018 on all three offers. Following that meeting, we submitted a counter-offer to the \$98,000 offer. The counter-offer is for \$95,000. There will be no seller contribution. Lines 207-209 of Addendum A are removed from the offer. Buyer acknowledges that the City will maintain ownership and care of northeast corner of lot. Map is attached. Attachment to WB-46 is included and attached (dated 4-12-18). Binding acceptance by May 8 with CDA approval. The buyer, Carlos Amezcua, accepted the counter-offer on April 27, 2018 (see attached counter-offer).
-

Conformance to Strategic Plan: Approval of this agreement would conform with the stated purpose of the following strategic goal:

- Goal #1 – Create and Sustain Safe and Healthy Neighborhoods
 - Goal #2 – Create and Sustain a High Performing Organization
 - Goal #3 – Create and Sustain Economic and Residential Growth
 - Goal #4 – Create and Sustain a High Quality of Life
 - Goal #5 – Create and Sustain High Quality Infrastructure and Connectivity
 - Goal #6 – Create and Sustain a Positive Image, Enhance Communications and Engage the Community
-

Sustainability: (If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy of program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. **(Check N/A if not applicable.)** **N/A**)

Action required/Recommendation:

Staff recommends the counter-offer signed by Carlos Amezquita.

Fiscal Note/Budget Impact:

Sales proceeds will be split among the funds which were used for the rehabilitation of the house.

Attachments:

Location Map, Photos of 310 Euclid Avenue, Resolution, Counter-offer and Offer to Purchase

**Photos of 310 Euclid Avenue
After Rehabilitation**





310 Euclid Avenue 

COMMUNITY DEVELOPMENT AUTHORITY

**RESOLUTION 2018-05
ACCEPTING AN OFFER TO PURCHASE FOR 310 EUCLID AVENUE**

WHEREAS, the Community Development Authority is the owner of 310 Euclid Avenue;
and

WHEREAS, the property at 310 Euclid 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 and approves the offer to purchase dated March 31, 2018, subject to the terms of the counter offer dated April 25, 2018 and authorizes the Executive Director to execute any and all documents necessary to accomplish the purposes of this resolution, namely to convey the property located at 310 Euclid Avenue.

Adopted this 1st day of May, 2018

David Baker, Chairman
Community Development Authority

ATTEST:

Julie Christensen, Executive Director

WB-44 COUNTER-OFFER

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

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

1 The Offer to Purchase dated 3/31/18 and signed by Buyer Carlos A. Amezcua
2 for purchase of real estate at 370 Euclid Ave
3 Beloit, WI is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1. Purchase price to be \$95,000.

8
9 2. There will be no seller contribution. Lines
10 207-209 of Add A are removed from offer

11
12 3. Buyer acknowledges that city will maintain
13 ownership and care of NE corner of lot.

14 Map is attached.

15
16
17
18 4. Attachment to WB 46 is included and attached.
19 (dated 4-12-18)

20
21 5. Binding acceptance by May 8 with CDA approval.
22
23
24
25
26
27

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before April 27, 2018

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Jeremy Dutta C 21 Affiliated on 4-25-18.
37 Licensee and Firm _____ Date _____

38 (x) Julie Christensen 4/25/18 Carlos A. Amezcua
39 Signature of Party Making Counter-Offer _____ Date _____ Signature of Party Accepting Counter-Offer _____ Date _____
40 Print name _____ Print name _____

41 (x) _____ (x) _____
42 Signature of Party Making Counter-Offer _____ Date _____ Signature of Party Accepting Counter-Offer _____ Date _____
43 Print name _____ Print name _____

44 This Counter-Offer was presented by Mary Jubert on 04/26/18.
45 Licensee and Firm _____ Date _____

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

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

WB-46 MULTIPLE COUNTER-PROPOSAL

1 A Multiple Counter-Proposal is being made by Seller to one or more other prospective buyers. The terms of this
2 Multiple Counter-Proposal may differ from the terms of multiple counter-proposals being submitted to other prospective
3 buyers. This Multiple Counter-Proposal is not binding on Seller or Buyer until Seller's binding acceptance per lines 45-47.
4 Seller or Buyer may withdraw their Multiple Counter-Proposal or accepted Multiple Counter-Proposal, at any time prior to
5 binding acceptance per lines 45-47.

6 The Offer to Purchase dated 03/31/2018 and signed by Buyer, Carlos A. Amezquita, for
7 purchase of real estate at 310 Euclid Ave, Beloit, WI 53511
8 is rejected and the following Multiple Counter-Proposal is made. All terms and conditions remain the same as stated in the
9 Offer to Purchase except the following: [CAUTION: This Multiple Counter-Proposal does not include the terms or
10 conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.]
11 Please see attached Multiple Counter Proposal.

12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____

21 Any warranties, covenants and representations made in this Multiple Counter-Proposal survive the closing of this transaction. This
22 Multiple Counter-Proposal by Seller will expire and be null and void unless a copy of the approved Multiple Counter-Proposal (see
23 lines 31-33) is delivered to Seller in any manner authorized in the Offer to Purchase on or before 04/17/2018 (Time is of the
24 Essence). This Multiple Counter-Proposal was drafted on 04/11/2018 by Trisha Rose C21 Affiliated
25 _____
Date ▲ Licensee and Firm ▲

26 (x) _____
27 Seller's Signature ▲ Print Name Here ► Date ▲

28 (x) _____
29 Seller's Signature ▲ Print Name Here ► Date ▲

APPROVAL BY BUYER

31 This Multiple Counter-Proposal by Seller is approved by Buyer. Approval of this Multiple Counter-Proposal is not binding on Buyer
32 or Seller until binding acceptance of this approved Multiple Counter-Proposal by Seller (per lines 45-47) on or before
33 _____, _____ (Time is of the Essence). NOTE: If the above Multiple Counter-Proposal by
34 Seller is not approved by Buyer in its entirety, do not use this form for a counter-offer by Buyer. Instead, submit a Counter-
35 Offer (WB-44) or a new offer to purchase.

36 (x) _____
37 Buyer's Signature ▲ Print Name Here ► Date ▲

38 (x) _____
39 Buyer's Signature ▲ Print Name Here ► Date ▲

40 This Multiple Counter-Proposal is (rejected) (countered) **STRIKE ONE** (Buyer's Initials) _____
41 This Multiple Counter-Proposal was presented to Buyer by _____
42 _____ on _____, at _____
43 Licensee and Firm ▲ Date ▲ a.m./p.m. ▲

ACCEPTANCE BY SELLER

45 By signing below, Seller accepts Buyer's approved Multiple Counter-Proposal. The terms of this Multiple Counter-Proposal shall be
46 binding on Seller and Buyer if Seller delivers a copy of the accepted Multiple Counter-Proposal to Buyer in any manner authorized
47 in the Offer to Purchase on or before the deadline stated at line 33. NOTE: Seller should not sign below if there is an existing
48 accepted offer unless this Multiple Counter-Proposal provides for a secondary offer.

49 (x) _____ (x) _____
50 Seller's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

51 The accepted Multiple Counter-Proposal was presented to Seller by _____
52 _____ on _____, at _____
53 Licensee and Firm ▲ Date ▲ a.m./p.m. ▲

WB-46 Multiple Counter-Proposal

- 1) Binding acceptance is subject to Community Development Authority(CDA) approval which shall be obtained no later than April 30th, 2018.
- 2) Buyer must provide verified completion of Home Education class by NeighborWorks Blackhawk Region or other US Department of Housing and Urban Development(HUD)-approved housing counseling agency by time of closing.
- 3) Buyer must meet federal income qualification of no more than 80% County Median Income(CMI) for household size (HOME regulations). Buyer must provide all income information to the City of Beloit no later than 4-17-18 for review.
- 4) A deed restriction of up to 15 years for owner-occupancy is required. Said owner must meet federal income qualification outlined herein. Deed restriction is available from the seller upon request of the buyer.
- 5) The closing date shall be no earlier than May 31st, 2018 and no later than August 1st, 2018.
- 6) Line 127 of The Offer To Purchase is stricken and line 124 is to be marked.



02/23/18

Carlos A Amezcua

PURCHASE OF: To Be Determined

This letter can serve as notice to a home seller, real estate agent, and/or builder that not only are you a serious buyer, but one with the ability to close on the deal. Real estate agents and builders want to know they are investing their time in buyers, who have shown they are committed to purchasing a home.

Loan Amount:	\$120625 PLUS, Up Front Mortgage Insurance Premium
Pre-Approval Product:	FHA 30 Year Fixed
Monthly PITI payment of:	\$1029.60
Credit Approval Date:	02/23/18
Credit Expires Date:	06/23/18

Please remember, market conditions can have an effect on the interest rates available, so feel free to remain in contact with me for updates on current rates or other payment options as you continue your home shopping process. Also, your preapproval is based on the information provided during the pre-approval application. If your financial situation changes or the documentation you supply at the time of moving forward with complete application differs from the original information you provided, we may need to modify the loan amount and/or product or withdraw the pre-approval.


Next Steps

Inform your real estate agent or builder you have been pre-approved and continue shopping or planning for that new home. During this period, I will maintain our line of communication to answer any questions that may arise, and you can inform me when you have a purchase contract in hand. At this time, we will document the information in your loan application and discuss your rate lock options.

Sincerely,

Kristi Amenda
AVP Mortgage Lending
Mortgage Loan Officer
NMLS # 136999
Office: 608-313-3382
Email: kamenda@firstccu.com

This letter is based on preliminary information that is subject to verification and does not constitute a loan application.

Equal Housing Opportunity 

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 03/31/2018 [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, Carlos A. Amezcua
4 _____, offers to purchase the Property known as [Street Address] _____
5 310 Euclid Ave in the _____
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:** ninety eight thousand
9 _____ Dollars (\$ 98,000.-).

10 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 500.-
11 will be mailed, or commercially or personally delivered within 3 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, dishwasher, microwave
16 _____

17 **NOT INCLUDED IN PURCHASE PRICE:** _____
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 04/13/18. 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): Mary Gilbank Peterson

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

41 Seller: (608) 365-1672 Buyer: (262) 782-5609

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 lines 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): rdutter@charter.net

54 E-Mail address for Buyer (optional): mgilbank@shorewest.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 166-172 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 May 25, 2018
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) or current Selling Price times mill rate

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 _____ % (105% if blank) of the net general real estate taxes for the proceeding year, or the current year if available.

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 **NA**

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 03/20/2018, 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** _____

166 _____
167 _____
168 _____
169 _____
170 _____

171 **PLACE OF CLOSING:** Buyer and Seller agree that this transaction is to be closed at the place designated
172 by Buyer's mortgagee or _____

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 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 FHA
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ 92,800 for a term of not less than 30 years, amortized over not less than
221 30 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 0 % 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 5 %.
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 30 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 **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 any financing contingency (See Addendum A — Waiver of Financing
308 Contingency clause)

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 **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 _____. If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
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 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 owners 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 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. Adm. 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 _____
 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 _____ 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 Addenda A & S RECR is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**
 436 Buyer is pre approved with First Community Credit Union Beloit, WI Kristi Amenda 608-313-3382
 437 Buyer has completed the homebuyer education course on 03/24/2018
 438 Contingent on Buyer being approved with City of Beloit. Buyer has an appointment to speak with her
 439 April 05th, 2018

441 **Email Authorization:** If the agent's email address appears in the email delivery section of this offer or other transaction document and
 442 the consumer has not provided electronic consent, the consumer authorizes the use of that email address on the consumer's behalf.

443 This Offer was drafted by [Licensee and Firm] Mary Gilbank-Peterson Shorewest - Janesville-Rock County
 444 _____ on 03/31/2018

445 (x) 03/31/18
 446 Buyer's Signature ▲ Print Name Here ► Carlos A Amezcua 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 ► _____ Date ▲

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

459 This Offer was presented to Seller by [Licensee and Firm] Intokure C21 Affiliated
 460 _____ on 4/11/18 at 11:35 a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 03/31/2018 made by Carlos A Amezquita
2 _____ (Buyer) with respect to the Property at _____
3 310 Euclid Ave Beloit WI 53511, Wisconsin. If different, the mailing address is:
4 _____, Wisconsin. (collectively Property)

5 **FINANCING ISSUES**

6 ■ **Financing Contingency — Additional Terms: The financing contingency in the Offer includes the following terms:**

7 **A.** Within seven (7) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing. Seller may, no
8 earlier than seven (7) days after acceptance, deliver a written request for written confirmation of application. Buyer shall deliver written confirmation of application
9 no later than three (3) days after Seller's delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.

10 **B.** Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first
11 year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the
12 stated monthly payment.

13 **C.** A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of
14 Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.

15 **D.** Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing. Buyer is advised to
16 determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

17 **NOTICE: The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.**
18 **The Parties acknowledge this requirement may result in an additional cost to be paid by Buyer, unless otherwise agreed to in writing.**

19 **OPTIONAL PROVISIONS** THE PROVISIONS ON LINES 23-62 AND LINES 193-210 PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS ADDENDUM
20 IF MARKED SUCH AS WITH AN "X". THEY ARE NOT PART IF MARKED "N/A" OR LEFT BLANK (EXCEPT AS PROVIDED AT LINES 77-79).

21 **CAUTION: The firm and its agents (hereinafter firm) recommends Buyer have the Property tested and inspected for all conditions that Buyer considers**
22 **material to the transaction.**

23 **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the
24 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: _____

25 _____ (insert tests
26 to be performed, e.g. asbestos, mold, or other substances or conditions which may affect the health of occupants or the value or structure of the Property) within
27 _____ days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** expense ("Buyer's" if neither is stricken). Testing shall be performed
28 by a qualified independent third party. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 63-74.

29 **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a radon test conducted by and current written report provided by a
30 qualified independent third party consistent with applicable EPA government or industry protocols, at (Buyer's) (Seller's) **STRIKE ONE** expense ("Buyer's" if
31 neither is stricken). This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) of acceptance, delivers to Seller a
32 written notice of Buyer's objections accompanied with a copy of the written test report showing an EPA Protocol Average radon level greater than the current EPA
33 standards at the time of acceptance of the Offer. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. Cures of Defects for
34 radon may be accomplished only by a qualified independent third party installing a radon mitigation system and Seller shall provide Buyer prior to closing, a written
35 report dated after the Buyer's notice by a qualified independent third party showing a testing result lower than the EPA Protocol Average, unless otherwise agreed
36 to in writing.

37 **WELL WATER TESTING CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than
38 _____ days ("15" if left blank) prior to closing, a written report dated no earlier than 60 days prior to the date set for closing from a state-certified or other
39 independent qualified lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water
40 systems for safe human consumption relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and
41 _____ (NOTE: if desired Insert
42 other substances that may affect the drinking water safety such as: lead, pesticides, nitrite, copper, radium, etc.) (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither
43 is stricken) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All
44 water samples used for testing shall be taken by a licensed plumber or other qualified independent third party. Seller (shall) (shall not) **STRIKE ONE** ("shall" if
45 neither is stricken) have the right to cure. See Right to Cure lines 63-74. (See DNR Web site: <http://dnr.wi.gov/topic/DrinkingWater/>)

46 **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 83-86 regarding
47 shared well agreements; see lines 80-82 regarding abandoned well(s)) this Offer is contingent upon Buyer receiving no later than _____ days ("15" if left
48 blank) prior to closing a written report(s) dated no earlier than 60 days prior to the date set for closing from a licensed pump installer or a licensed well driller
49 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not
50 disapproved for current use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller
51 (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 63-74.

52 **If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this Offer.**

53 **PRIVATE SANITARY SYSTEM [PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)] INSPECTION CONTINGENCY:** If the Property is
54 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than _____ days prior to closing ("15" if left blank) a written report
55 dated no earlier than _____ days prior to the date set for closing ("60" if left blank) from a county code administrator, licensed master plumber, licensed
56 master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils
57 tester, which indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller)
58 **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be
59 pumped at time of inspection at Seller's expense regardless of the strike on line 57. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the
60 right to cure. See Right to Cure lines 63-74.

61 **CAUTION: Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and**
62 **county agencies. Additional inspection(s)/testing and ongoing maintenance may be required upon transfer of the Property.**

63 RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 23, 37, 46 & 53

64 Each contingency selected above [testing, well water, well system or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of
 65 the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to
 66 Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects or 3) the deadline for delivery of said report(s), and Seller was
 67 to provide report(s) and report(s) were not delivered, Buyer delivers to Seller a written notice to terminate. If Seller was granted the right to cure in a contingency
 68 above Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's
 69 election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three
 70 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects and written inspection report(s) and: (1) Seller does not
 71 have the right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written
 72 notice of election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by
 73 repairing the current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above,
 74 unless otherwise agreed to in writing.

75 **CITY LETTERS** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or outstanding special
 76 assessments and balances due for municipal utilities.

77 **INCLUSION OF OPTIONAL PROVISIONS** For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been
 78 marked "n/a" or stricken in their entirety, if any blank within any part of the optional provision has been filled in (by handwriting or by typing), then it shall be as if
 79 the appropriate box was also checked thus including said optional provision within the Offer.

80 **ABANDONED WELLS** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and provide Buyer with
 81 documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the well has been previously closed in
 82 compliance with the applicable codes in effect at the time of closure.

83 **SHARED WELL AGREEMENT** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a
 84 copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later
 85 than fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorata cost sharing for all parcels included in the
 86 Agreement. If the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.

87 **AREA CONDITIONS** Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future
 88 residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide
 89 reassessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may
 90 be affected by noise or odors. Buyer is aware that major public works projects such as sewer construction or water treatment facility development have been
 91 reported in the media and may increase future real estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer
 92 has reviewed Seller's and firms' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated
 93 future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and proposed area
 94 conditions.

95 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS** Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided
 96 in writing, no representations have been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection/test
 97 shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of the Parties by a firm
 98 in the transaction, the Parties agree to hold the firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the firms'
 99 negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should
 100 carefully review these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the
 101 individual preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent inspector.

102 **PROPERTY CONDITIONS** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in
 103 drinking water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards.
 104 Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not contain asbestos, lead-based paint, or
 105 unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals. A number of communities report that elevated levels
 106 of radium may be present in the municipal water supply. Buyer agrees to obtain expert independent third party inspections and tests to determine if any material
 107 property conditions/defects exist on the Property. Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed.
 108 Past flooding, water leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence
 109 of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property for unsafe mold
 110 levels. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any factors material to the Property or the
 111 transaction. Buyer acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon
 112 the statements, disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer.
 113 Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or
 114 the transaction other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate
 115 agent made any statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by
 116 reference, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the
 117 accuracy of any of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in
 118 this Offer.

119 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or
 120 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank,
 121 related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written
 122 confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Agriculture, Trade and Consumer
 123 Protection (DATCP) registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the
 124 Property after close of sale and to comply with applicable DATCP and Wisconsin Administrative Code requirements (For more visit datcp.wi.gov/consumer).

125 **NOTE: Removal of most residential basement fuel oil tanks is not required under state law.**

126 **SURVEY** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not
 127 been verified and firm recommends that Buyer investigate these items by obtaining a current survey.

128 **INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and
 129 additional promotional materials is obtained from a number of different sources and which has not been independently verified or confirmed by the various real
 130 estate firms and agents who have been and are involved in this transaction. If any particular measurement or data element is important or material to Buyer,
 131 Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement. Further, Buyer affirmatively represents
 132 and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase by Buyer,
 133 Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

134 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS, NON-CONFORMING PROPERTY AND BUILDING PERMITS** Municipal zoning and
 135 building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in
 136 the municipality. Buyer is informed that many properties, including those in the shoreland area, are considered legal non-conforming properties which no longer
 137 conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel,
 138 replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). Buyer is encouraged to take
 139 necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection. Firms and agents are neither required to investigate
 140 independently whether the required building permits have been obtained, zoning and building restrictions, comprehensive plans and non-conforming property
 141 status nor to determine any financial consequence to Buyer for lack of required building permits or any zoning, building restrictions, comprehensive plans or non-
 142 conforming property status. If this Property is damaged or destroyed, the governing community may, in some cases, restrict or prohibit the reconstruction without a
 143 zoning or use variance. Buyer is advised to check with the applicable municipal authorities regarding existing zoning, shoreland zoning, and building restrictions,
 144 possible comprehensive plans, and building permits, if these issues are material to Buyer's decision to purchase. Further, Buyer is informed that some
 145 municipalities may have inaccurate and inconsistent documentation which may include, but is not limited to, pre-1976 properties in the City of West Allis. Buyer
 146 assumes all responsibility and liability to research, verify and confirm any of this information.

147 **SANITARY DISTRICT SEWER CONSTRUCTION** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be
 148 subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of
 149 the sanitary district to inquire about such costs.

150 **FLOODPLAINS/WETLANDS** Buyer is aware that the floodplain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be
 151 accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such
 152 information is material to Buyer's decision to purchase.

153 **ACTUAL RECEIPT DEFINITION** "Actual Receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered to the Party (**NOTE:**
 154 Delivery may be made by either listing or selling firm); (2) at 5:00 p.m. on the day the Party signs for delivery of the notice by (a) certified mail, return receipt
 155 requested or by (b) commercial delivery service which receives the signature of Party on delivery; or (3) at any other time the Party acknowledges in writing that
 156 they have received the notice.

157 **INSURANCE PROVISIONS**

158 ■ **Building Materials/Insurability:** News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite
 159 exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life
 160 expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's
 161 insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance
 162 company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large
 163 dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin
 164 Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that
 165 insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques,
 166 building materials or homeowner's insurance and the Parties agree to consult and rely on the opinions of appropriate experts.

167 ■ **Electric Service:** Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service uses fuses or is less
 168 than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker
 169 service and may require that any tube or aluminum wiring be replaced with wiring consistent with current code.

170 ■ **Flood Insurance:** Buyer is aware that Buyer's lender may require, or in the future will require Buyer to purchase flood insurance in connection with the
 171 purchase of this Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy
 172 premiums based on the risk of flooding in the areas where properties are located. Those premiums are subject to change for reasons including but not limited to,
 173 law changes which may result in substantial amounts as compared with premiums previously charged for flood insurance for the Property. Buyer is encouraged to
 174 consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage and costs. Buyer acknowledges that premiums are
 175 likely to be required to purchase such insurance and said premiums may increase in the future. Buyer is aware that premiums previously paid for flood insurance
 176 on this Property may not be an accurate indication of premiums charged after purchase of this property.

177 **RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires a registration form and fee of residential rental properties (with some exceptions) within 15
 178 days of the conveyance. Buyer must file a registration form and pay a fee within 15 days of conveyance. Seller must file a seller notification form within 15 days of
 179 the conveyance. The City of West Allis requires a fee and current property owner registration when the tax mail-to address is different than the property address.
 180 Contact (414) 302-8400 for more information. Penalties exist for non-compliance.

181 **LEAD WATER SERVICE LINES ORDINANCE(S)** The City of Milwaukee requires the property owner to pay for the replacement of privately-owned portions of
 182 lead water service lines whenever the following occurs: 1) a leak or failure has been discovered in the service line or 2) when the publicly owned segment of the
 183 service line is replaced on a planned or emergency basis. The City offers special assessment financing if certain circumstances exist and properties with 1-4
 184 dwellings may be eligible for a city cost-share. Contact the Milwaukee Water Works, www.milwaukee.gov/water or (414) 286-2830 and
 185 <http://city.milwaukee.gov/WaterQuality/Lead-Awareness-and-Drinking-Water-Safety.htm#W197AxsrLot> for more information. Other communities may have same
 186 or similar types of property owner obligations relating to lead water service lines. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has
 187 reviewed known conditions and has investigated or, consulted with local municipal officials, as needed.

188 **CONFLICTING PROVISIONS** Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the
 189 provisions of this Addendum shall prevail.

190 **FEDERAL VA AND FHA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties executing
191 an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.
192 Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

193 **FEDERAL VA MORTGAGE: (Buyer) (Seller) STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed _____%
194 ("0%" if left blank) of the mortgage amount.

195 **NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.**

196 **WAIVER OF FINANCING CONTINGENCY** If Buyer waives the financing contingency making this a cash offer and, within _____ day(s) ("7" if left blank) of
197 the delivery of the notice of the waiver of financing contingency, Buyer delivers written verification from a financial institution or a third party in control of Buyer's
198 funds that Buyer has, at the time of verification, sufficient funds to close this transaction which are not contingent on the sale of Buyer's property, Seller agrees to
199 waive Seller's rights under the financing contingency. Delivery of a loan commitment is considered written verification of sufficient funds to close if loan
200 commitment is not contingent on the sale of Buyer's property and Buyer provides written verification confirming sufficient funds for the amount by which the sales
201 price exceeds the amount of the loan commitment.

202 **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year
203 provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$_____. The cost of the warranty will be paid
204 by the (Seller) (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling) **STRIKE ONE** firm
205 ("listing" if neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.

206 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

207 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ 2850. ("0" if left blank) to
208 assist Buyer in purchasing the Property. Any funds not applied as a loan cost credit and/or pre-payable shall be credited back to Seller at closing. This is exclusive
209 of any loan fees indicated on the Offer.

210 **ASSOCIATION FEE:** Buyer acknowledges the association fee of \$_____ ("0" if left blank) per _____.

211 **READING/UNDERSTANDING** By initialing below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this
212 Addendum, the Offer and any other documents incorporated into the Offer.

213 **ADDENDUM PROVISIONS** Buyer and Seller are advised that this Addendum contains provisions that may not be appropriate in all transactions. No
214 representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are
215 encouraged to consult with their own legal counsel regarding the provisions of the Offer and this Addendum.

216 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum
217 Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

Addendum Topic	Label		Addendum Topic	Label
<input checked="" type="checkbox"/> LEAD BASED PAINT	S	<input type="checkbox"/>	_____	_____
<input type="checkbox"/> OCCUPANCY	O	<input type="checkbox"/>	_____	_____
<input type="checkbox"/> RENTAL PROPERTTY	R	<input type="checkbox"/>	_____	_____

222 **ADDITIONAL CONTINGENCY:** This Offer is contingent upon _____
223 _____
224 _____
225 _____

226 _____ on or before _____, In the event _____
227 _____

228 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 226. Should Buyer fail
229 to notify Seller, Buyer shall be deemed to have waived this contingency.

230 **ADDITIONAL PROVISIONS** _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____

239 To facilitate lender preparation of the Closing Disclosure:		
240 Name of Broker/Firm for Buyer <u>Shorewest REALTORS</u>	Name of Broker/Firm for Seller <u>Century 21 Affiliated</u>	
241 Company Address <u>17450 W. North Ave., Brookfield, WI 53045</u>	Company Address <u>120 W Grand Ave</u>	
242 Broker/Firm License No. <u>7771-91</u>	Broker/Firm License No. _____	
243 Selling Agent's Name <u>Mary Gilbank-Peterson</u>	Listing Agent's Name <u>Rosemary Dutter</u>	
244 License No. <u>36586-90</u>	License No. <u>60452-94</u>	
245 Email address <u>mgilbank@shorewest.com</u>	Email address <u>rdutter@charter.net</u>	
246 Telephone No. <u>608.751.5868</u>	Telephone No. <u>(608) 365-1481</u>	

247 (X) CAA 03/31/18 (X) _____ (X) _____ (X) _____
 248 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

REAL ESTATE CONDITION REPORT

DISCLAIMER

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 310 Euclid Ave (STREET ADDRESS) IN THE City COUNTY OF Rock (CITY) (VILLAGE) (TOWN) OF Beloit 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 March (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 709.02), PROVIDED THE OWNER IS SUBJECT TO WISCONSIN STATUTES CHAPTER 709.

NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

OWNER'S INFORMATION

B.1. In this form, "am aware" means have notice or knowledge. "Am 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 correction of a property defect or problem, personal observation, or some 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 awareness. "Owners" include all persons who transfer real estate liabilities appointed by or subject to supervision by a court if they have never occupied the property transferred; and do not include persons who transfer property which has not been inhabited or who transfer property by conveyance exempt from the real estate transfer fee. 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 the reason why the response to the statement is "yes."

B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements 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 an answer supplied by a public or governmental agency or department (Wis. Stat. § 86.073(3)(h)); or information supplied by one of the following experts or professionals, provided the information is in writing, is furnished on time, and the statement to which it relates is identified; licensed engineers, land surveyors and structural pest control operators; contractors with respect to matters within the scope of the contractor's occupation; or other persons who the seller, buyer or any agent involved in the transaction reasonably believes has sufficient experience to meet the standards of practice for the kind of information provided (Wis. Stat. §§ 709.02 & 452.23 (2)(b)). If a statement is answered by such an expert's or professional's written information, report or document, the owner may place an "X" in the "See Expert's Report" column next to the statement(s) which are answered 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 ITALICIZED 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

	Yes	No	N/A	See Expert's Report
C.1. I am aware of defects in the roof. <i>Roof defects might include, but are not limited to such things as leakage, ice build-up, or significant problems with gutters or eaves.</i>	___	X	___	___
C.2. I am aware of defects in the electrical system. <i>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.</i>	___	X	___	___
C.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. <i>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 sprinkler system.</i>	___	X	___	___
C.4. I am aware of defects in the heating and air conditioning system (including the air filters and humidifiers). <i>Other heating and air conditioning defects might include, but are not limited to, defects in supplemental heaters, ventilating fans or fixtures, or solar collectors.</i>	___	X	___	___
C.5. I am aware of defects in the well, including unsafe well water. <i>Well defects might include, but are not limited to, an unused 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.</i>	___	X	___	___
C.6. I am aware that this property is served by a joint well.	___	X	___	___
C.7. I am aware of defects in the septic system or other sanitary disposal system. <i>Septic system defects might include, but are not limited to, back-ups in toilets or in the basement; exterior ponding, overflows or back-ups; or defective or missing baffles.</i>	___	X	___	___

	Yes	No	N/A	See Expert's Report
C.8. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9. I am aware of an "LP" 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"/>
C.9m I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.10. I am aware of defects in the basement or foundation (including cracks, seepage and bulges). Other basement defects might include, but are not limited to, flooding, extreme dampness or wet walls, unsafe concentrations of mold, or defects in drain tiling or sump pumps.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that the property is located in a floodplain, wetland or shoreland zoning area.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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 foundation; wood rot, and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways or insulation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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, microwave, dishwasher, refrigerator, freezer, washer, dryer, trash compactor, garbage disposal, central vacuum, garage door opener, or inclinator which is included in the sale.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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"/>
C.15. I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system 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 methamphetamine (meth) or other hazardous chemicals on the property. Note: Specific Federal lead paint 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"/>
C.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"/>
C.17. I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties. Such defects might include, but are not limited to, environmental hazards resulting from an adjacent or nearby dump, gas station, or commercial/industrial business which improperly uses/handles toxic substances.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware of current or previous termite, powder-post beetle or carpenter ant infestations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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 elsewhere 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 properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 & 101.647). Such defects might include, but are not limited to, defects in the chimney, fireplace flue, inserts or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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"/>
C.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"/>
C.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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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"/>
C.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 laterals, terrace trees, or lake improvements such as dredging.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24.m I am aware that the property is located within a special purpose district, such as a drainage district, lake 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"/>
C.25. 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"/>
C.26. 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, rights-of-way, easements, or another use of a part of the property by nonowners, other than recorded utility easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26.m I am aware that the property is subject to a mitigation plan required under administrative rules of the department of natural resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. 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 pest damage; excessive sliding, settling, earth movements, upheavals or other soil problems; environmental nuisances affecting the property such as noise, smoke, odor, or water diversion from neighboring property; high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property; deed restriction violations; lack of legal access; burial grounds; 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 pler attached to the property that is not in compliance with state or local pler regulations. See http://dnr.wi.gov/ 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. § 70.32(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. § 74.485(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. § 74.485(4).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/fags/stf/usesassmt.html>.

D.1.e I am aware that the property is to a farmland preservation agreement. 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 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit http://dnr.wi.gov/Environment/Working_Lands_Initiative/ for more information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.f I am aware of the presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture intrusions or conditions that might initiate 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, enrolled in or in violation of a Farmland Preservation Agreement (see D.1.e), Forest Crop Law, Managed Forest Law (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 0 years.

D.3. Explanation of "yes" responses. (See B.3.) C8 ABOVE GROUND FUEL TANK (275 GALLONS) IN BASEMENT WAS REMOVED IN 2017.

D1. PROPERTY IS IN HISTORICAL DISTRICT.

Note: Any sales contract provision requiring the inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

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.widocoffenders.org> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

E. 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 § 709.035 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 Judith Christena Date 3/20/18 Owner _____ Date _____

Owner _____ Date _____ Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

F. 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 [Signature] Items ALL Date 3/20/2018 Person _____ Items _____ Date _____

Person _____ Items _____ Date _____ Person _____ Items _____ Date _____

NOTICE REGARDING ADVICE OR INSPECTIONS

G. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, 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 03/31/18 Prospective Buyer _____ Date _____

Prospective Buyer _____ Date _____ Prospective Buyer _____ Date _____

*NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not part of the REAL ESTATE CONDITION REPORT content required by Wis. Stat. § 709.03.

**OFFER ADDENDUM S — LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGEMENTS**

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 _____
11 310 Euclid Ave _____ Beloit _____, Wisconsin.

12 **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligation 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: _____
15 _____

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 confirms 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 _____

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

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

25 (X) _____
26 *(ALL Sellers' signatures) ▲ Print Names Here ►* _____ *(Date) ▲*

27 **Seller Obligations under Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

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

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-94-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

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

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

47 (4) **Provision of Available LBP Records and Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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

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

59 Every purchaser of an interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

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

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

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

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

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

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

87 ■ **DEFINITIONS:**

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

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

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

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

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

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

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

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

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

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 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 Federal LBP Law (see lines 27-54 and 55-
 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) *Rosemary Dutter* C21 aff. 3/31/18
 120 (Agent's signature)▲ Print Agent & Firm Names Here ▶ Rosemary Dutter Century 21 Affiliated (Date) ▲

121 (X) *Mary Gilbank-Peterson* Shorewest Realtors 03/31/18
 122 (Agent's signature)▲ Print Agent & Firm Names Here ▶ Mary Gilbank-Peterson Shorewest Realtors (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 indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGEMENT 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 proposed 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 certification from a certified lead supervisor or project designer, or other certified 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 cure. "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 S.

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 131-148 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) *Carlos A. Amezcua* 03/31/18
 156 (ALL Buyers' signatures)▲ Print Names Here ▶ Carlos A. Amezcua (Date) ▲

157

Mgilbank@shorewest.com
Bidding
Acceptance
4/13/18

Helms & Rose Team- This is just an estimate

Property Address 310 Euclid

Owner(s) Buyer = Amezcua

First Comm CU

Seller's Estimated Settlement Statement

Offer Amount \$ 98,000.00

Expenses

Transfer Tax	\$ <u>294</u>
Title Insurance	\$ <u>774</u>
Deed	\$ <u>100</u>
Recording Fees	\$ <u>30</u>
Commission <u>6%</u>	\$ <u>5880</u>
Estimated Mortgage	\$ _____
Real Estate Tax <u>2145.</u>	\$ <u>852.12 ?</u>
Special Assessments	\$ <u>/</u>

Earnest = \$500.00

Close - May 25, 2018

(FHA) loan in 30 days
Appraisal in 30 days

Has completed class
Pre-Approved 1st Community
Credit

Buyer has meeting with
Kristy Harrison - April 15

Asking for loan credit
of \$2,880.00

- Has NOT met w/ Kristy @ 4:15p 4-11-18
- He called 4-10-18 to schedule appt.
- Kristy emailed application to him

1/-

Our recommendation is to accept this as ① Meets requirements
② Is highest + best
③ looks solid

**REPORT TO THE БЕLOIT
COMMUNITY DEVELOPMENT AUTHORITY (CDA)**



Agenda Item: 2b

Topic: Sale of 349 Euclid Avenue

Date: May 1, 2018

Presenter: Julie Christensen

Division: Community and Housing Services

Overview/Background Information:

The Community Development Authority authorized the purchase of 349 Euclid Avenue from the City of Beloit and award of contract for rehabilitation on July 27, 2016. The rehabilitation was completed using three funding sources: Neighborhood Stabilization Program (NSP) funds, Home Investment Partnership Program (HOME) funds, and Capital Improvement Plan (CIP) funds. The rehabilitation is complete and the house has been listed with a realtor. Attached is a Location Map, showing the location of the property, and photos of the exterior of the house.

Key Issues (maximum of 5):

1. The CDA has received three offers to purchase 349 Euclid. There are outlined below:
 - a. \$150,000 - Offer is contingent upon buyer obtaining financing within 40 days of acceptance of offer. Offer is also contingent upon seller providing \$2,000 in closing cost credit and paying 3.3% of the loan (offer is attached).
 - b. \$127,500 - Offer is contingent upon buyer obtaining financing. However, a set amount of days of acceptance of offer was not filled in.
 - c. \$124,900 - Offer is contingent upon buyer obtaining financing with 45 days of acceptance of offer.
 2. The following conditions were included in all of the offers to purchase:
 - a. Binding acceptance is subject to Community Development Authority approval which shall be obtained no later than April 30, 2018.
 - b. Buyer must provide verified completion of Home Buyer Education class by NeighborWorks Blackhawk Region or other US Department of Housing and Urban Development (HUD)-approved housing counseling agency by time of closing.
 - c. Buyer must meet federal income qualification of no more than 80% County Median Income (CMI) for household size (HOME regulations). Buyer must provide all income information to the City of Beloit no later than 4-17-2018 for review.
 - d. A deed restriction of up to 15 years for owner-occupancy is required. Said owner must meet federal income qualifications outlined herein. Deed restriction language is available from the seller upon request of the buyer.
 - e. The closing date shall be no earlier than May 31, 2018 and no later than August 1, 2018.
 - f. Line 127 of The Offer to Purchase is stricken and line 124 is to be marked.
 3. The CDA met in closed session on April 25, 2018 on all three offers. Following that meeting, we submitted a counter-offer to the \$150,000 offer. The counter-offer is for \$145,000. There will be no seller contribution. Lines 54-56 of Addendum A are removed from the offer. Binding acceptance by May 8 with CDA approval. The buyer, Nathan Field, accepted the counter-offer on April 27, 2018 (see attached counter-offer).
-

Conformance to Strategic Plan: Approval of this agreement would conform with the stated purpose of the following strategic goal:

- Goal #1 – Create and Sustain Safe and Healthy Neighborhoods
 - Goal #2 – Create and Sustain a High Performing Organization
 - Goal #3 – Create and Sustain Economic and Residential Growth
 - Goal #4 – Create and Sustain a High Quality of Life
 - Goal #5 – Create and Sustain High Quality Infrastructure and Connectivity
 - Goal #6 – Create and Sustain a Positive Image, Enhance Communications and Engage the Community
-

Sustainability: (If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy of program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. **(Check N/A if not applicable.)** **N/A**)

Action required/Recommendation:

Staff recommends the counter-offer signed by Nathan Field.

Fiscal Note/Budget Impact:

Sales proceeds will be split among the funds which were used for the rehabilitation of the house.

Attachments:

Location Map, Photos of 349 Euclid Avenue, Counter-offer and Offer to Purchase, and Resolution

**Photos of 349 Euclid Avenue
After Rehabilitation**





349 Euclid Avenue



COMMUNITY DEVELOPMENT AUTHORITY

RESOLUTION 2018-06
ACCEPTING AN OFFER TO PURCHASE FOR 349 EUCLID AVENUE

WHEREAS, the Community Development Authority is the owner of 349 Euclid Avenue;
and

WHEREAS, the property at 349 Euclid 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
and approves the offer to purchase dated April 18, 2018, subject to the terms of the counter
offer dated April 25, 2018 and authorizes the Executive Director to execute any and all
documents necessary to accomplish the purposes of this resolution, namely to convey the
property located at 349 Euclid Avenue.

Adopted this 1st day of May, 2018

David Baker, Chairman
Community Development Authority

ATTEST:

Julie Christensen, Executive Director

Approved by Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-44 COUNTER-OFFER

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

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

1 The Offer to Purchase dated 4-12-18 and signed by Buyer Nathan Charles Fields
2 for purchase of real estate at 349 Euclid Ave
3 Beloit, WI is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1. Purchase price to be \$145,000.00

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9 2. There will be no seller contribution. Lines 54-56
10 of Add A are removed from offer.

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13 3. Ainding acceptance by May 8 with CDA approval.
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28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before April 27, 2018.
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Jeremy Duttler / C21 aff. on 4-25-18.
37 Licensee and Firm ▲ Date ▲

38 (x) Julie Christensen 4/25/18
39 Signature of Party Making Counter-Offer ▲ Date ▲
40 Print name ▶

Authentisign
(x) Nathan Charles Field 04/26/2018
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Nathan Charles Field

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲
43 Print name ▶

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶

44 This Counter-Offer was presented by Erick 'Otis' Johnson - RE/MAX Ignite 4/25/2018 on _____
45 Licensee and Firm ▲ Date ▲

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

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

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** April 18, 2018 **[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, Nathan Charles Field
4 _____, offers to purchase the Property known as [Street Address] 349 Euclid
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:** One Hundred Fifty Thousand
9 _____ Dollars (\$ 150,000.00).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 500.00
11 will be mailed, or commercially or personally delivered within 5 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, Fridge, Microwave,
16 Dishwasher

17 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
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 April 30, 2018. 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): Rosemary Dutter/Trisha Rose - Century 21 Affiliated

39 Buyer's recipient for delivery (optional): Otis Johnson - RE/MAX Ignite

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

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: 120 W Grand Ave, Beloit, WI 53511

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): rdutter@charter.net/trisharosec21@gmail.com

54 E-Mail address for Buyer (optional): otis.ignite@gmail.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 June 15, 2018
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 March 19, 2018, 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** 1. Binding acceptance is subject to Community
166 Development Authority (CDA) approval which shall be obtained no later than April 30, 2018.
167 2. Buyer must provide verified completion of Home Buyer Education class by NeighborWorks
168 Blackhawk Region or other US Department of Housing and Urban Development (HUD)-approved
169 housing counseling agency by time of closing. 3. A deed restriction of up to 15 years is
170 required for owner-occupancy is required. Said owner must meet federal income
171 qualification outlined herein. Deed restriction language is available from the seller
172 upon request of the buyer.

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.

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

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written VA [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 40 days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 150,000.00 for a term of not less than 30 years, amortized over not less than 30 years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

FIXED RATE FINANCING: The annual rate of interest shall not exceed 5.250 %.

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

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

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

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

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

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

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

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 35 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether 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 **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 **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 _____ . If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
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.

Property Address: 349 Euclid, Beloit, WI 53511

410 N/A **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 _____

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 _____ 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 xxx **ADDENDA:** The attached _____ A, RECR _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. Buyer waives their right to a home inspection.
436 2. Buyer must meet federal income qualification of no more than 80% County Median Income
437 (CMI) for household size (HOME regulations). Buyer has provided all income information to
438 the City of Beloit on 4-17-2018 for review.
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] _____ Erick 'Otis' Johnson - RE/MAX Ignite

444 _____ on _____ April 18, 2018 _____

445 (x) Authentisign *Nathan Charles Field* _____ April 18, 2018
446 Buyer's Signature ▲ Print Name Here ▶ Nathan Charles Field 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 ▶ _____ Date ▲

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

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

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated April 18, 2018, made by Nathan Charles Field
2 (Buyer), with respect to the Property at 349 Euclid, Beloit, WI 53511

3 **CAUTION: Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes to conduct. Specific**
4 **addenda are available for testing or evaluation of Wells, Well Water, Septic Systems, Lead-Based Paint, Wetlands and Lead/Arsenic**
5 **Pesticides. Parties should consult with legal counsel with questions regarding testing or this Addendum.**

6 **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer having a qualified third party perform a radon test at the
7 Property in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards and furnish
8 a current written report indicating the radon level, or the average level if testing involves multiple readings, is less than 4 picoCuries per liter
9 (pCi/L), at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer,
10 no later than _____ days (after acceptance)(prior to closing) ("prior to closing" if neither is stricken), delivers to Seller a
11 written copy of the radon test results report indicating a level of 4.0 pCi/L or higher. Seller (shall)(shall not) ("shall" if neither is
12 stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.

13 **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) ("Buyer obtaining" if neither is
14 stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to
15 applicable government or industry protocols and standards [indicate substances or compounds to be tested, e.g., asbestos (see
16 <http://www2.epa.gov/asbestos/protect-your-family>), etc.]: _____, no later than _____ days (after
17 acceptance)(prior to closing) ("prior to closing" if neither is stricken), at (Buyer's) (Seller's) ("Buyer's" if neither is
18 stricken) expense. Specify any protocols, testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair
19 methodology, etc.: _____
20 Seller (shall)(shall not) ("shall" if neither is stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.

21 **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer)
22 (_____) **STRIKE AND COMPLETE AS APPLICABLE**.

23 **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) **STRIKE TWO** association fee of \$ _____.

24 **HOME WARRANTY PLAN:** Buyer has been informed of the availability of a limited home warranty plan. A limited home warranty plan for
25 a term of one year shall be included, effective on the date of closing, provided the Property qualifies for the plan. The cost of the home warranty
26 shall not exceed \$ _____ and will be paid by (Seller)(Buyer) ("Seller" if neither is stricken) at closing. The warranty plan
27 will be provided by the (listing)(cooperating) ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may
28 detect pre-existing conditions which may not be covered under the warranty.

29 **FLOOD INSURANCE PREMIUMS CONTINGENCY (also see lines 116-121):** This Offer is contingent upon Buyer obtaining, an
30 insurance binder, certificate of insurance or other insurance company documentation or correspondence showing (that Buyer's annual premium
31 for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ _____)(that Buyer's annual premium will not
32 exceed \$ _____ after _____ years)(that the actuarial annual premium cost is computed to be no more than \$ _____)
33 **STRIKE AND COMPLETE AS APPLICABLE**. This contingency shall be deemed satisfied unless Buyer, no later than _____ days (after
34 acceptance)(prior to closing) ("prior to closing" if neither is stricken), delivers to Seller written notice indicating that this contingency
35 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may
36 terminate this Offer by delivering written notice of termination to Seller.

37 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller providing" if neither is
38 stricken) a (survey map)(ALTA/ACSM Land Title Survey) (_____) **STRIKE AND COMPLETE AS APPLICABLE** of the
39 Property, dated after the date of acceptance of this Offer and prepared by a Wisconsin licensed land surveyor, within _____ days of
40 acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken) expense. The map shall identify the legal description of the
41 Property, Property boundaries and boundary line dimensions, visible encroachments, location of any improvements, a minimum of _____
42 acres, a maximum of _____ acres and: _____

43 **STRIKE AND COMPLETE AS APPLICABLE** (Additional specifications/features may include, but are not limited to: staking Property corners,
44 streets, length of street or water frontage, legal access, total acreage or square footage, utility installations, easements or rights-of-way.

45 **CAUTION: Consider cost and need for map features, and time required to obtain map.)** This contingency shall be deemed satisfied unless
46 Buyer, within 5 days of the earlier of Buyer's Actual Receipt of the map or the deadline for delivery of said map, delivers to Seller a copy of the
47 map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations or (3)
48 failure to meet requirements stated in this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. This Offer shall be null
49 and void if Buyer delivers written notice to Seller, within 5 days of the deadline on lines 39-40, stating Seller failed to timely deliver the map (if
50 Seller was responsible to provide the map).

51 **FEDERAL VA MORTGAGE:** (Buyer)(Seller) ("Seller" if neither is stricken) agrees to pay the entire funding fee not to
52 exceed 3.300 % (0% if not filled in) of the mortgage amount. **Note:** Funding fee may not be divided between the parties. ~~Buyer agrees to~~
53 ~~pay all other costs of securing financing.~~

54 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ 2,000.00 or _____ % of the
55 purchase price to assist Buyer in paying loan closing costs such as points, prepayables and escrows. Buyer's loan costs shall include
56 _____ and exclude _____ **STRIKE AND COMPLETE AS APPLICABLE**.

57 **NUMBER OF DAYS:** The default number of days is 21 if nothing is entered on blank lines requiring entry of a number of days.

58 **READING/UNDERSTANDING:** By initialing and dating this Addendum, each Party acknowledges they have received and carefully read all
59 pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this Addendum.

60 (X) NJ 04/18/2018 (X) _____
61 (Buyer(s) Initials) ▲ (Date) ▲ (Seller(s) Initials) ▲ (Date) ▲

62 ■ **CONTINGENCY SATISFACTION/RIGHT TO CURE (radon or testing contingency):** The contingency shall be deemed satisfied
63 unless Buyer, within 5 days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing report(s) or 2) the deadline for delivery
64 of said report(s), delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the
65 contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's
66 election to cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner that
67 satisfies the standard set forth in the selected contingency and by giving Buyer a report of the work done prior to closing. This Offer
68 shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right
69 to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver
70 the notice of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the delivery deadline,
71 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

72 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property
73 components of concern inspected by a Wisconsin registered home inspector or qualified independent inspectors/experts.
74 Real estate agents in this transaction may furnish a list of qualified, independent inspectors and testers. Unless provided in writing,
75 no representation has been made as to the competency of these inspectors/testers. The Party responsible for obtaining an inspection
76 or test shall be solely responsible for determining the qualifications of the inspector and tester. If a broker orders any inspection or
77 test on behalf of a Party in this transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from
78 the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.

79 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's
80 responsibility to confirm that the Property is in a condition that Buyer finds acceptable and accordingly has conducted such tests,
81 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's independent Property
82 inspection and tests; the statements, disclosures and representations contained in this Offer; Seller's property condition report (if
83 any); and any other written statements provided to Buyer. Buyer acknowledges that neither Seller nor any real estate agents have
84 made any representations concerning the Property or the transaction other than those provided in writing. Buyer has not requested
85 verification of accuracy of any Seller or third party statements, disclosures or representations unless specifically stated in this Offer.

86 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate that
87 asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and
88 chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion, leaking or
89 excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house
90 siding have been associated with moisture and mold related problems. Seller represents that, to the best of Seller's knowledge, the
91 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of
92 mold, radon gas, lead, radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water
93 intrusion, leaking or excessive moisture in the Property. See the caution at lines 3-5 and the testing contingencies in this Addendum.

94 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product
95 contamination on the Property. If there is an abandoned underground storage tank (UST) or basement or aboveground storage tank
96 (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to Buyer written confirmation that the tank and related
97 components have been closed in full conformance with current federal, state and local regulations. Seller's written confirmation shall
98 include a copy of any applicable contractor's report and any required Department of Agriculture, Trade and Consumer Protection
99 (DATCP) registration. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST,
100 AST or basement tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership
101 of an in-use UST within 15 business days of closing. Visit http://datcp.wi.gov/Consumer/Hazardous_Materials_Storage_Tanks/.

102 ■ **MUNICIPAL REPORT:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned special
103 assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality.

104 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal
105 zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future use or value of the
106 Property by influencing future development in the municipality. Buyer is informed that some buildings are considered legal non-
107 conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and
108 ordinances enacted after the building was constructed. Buyer's ability to remodel, repair, replace or enlarge an existing non-
109 conforming structure may be regulated by the municipality. Buyer is encouraged to contact the appropriate municipal authorities
110 regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

111 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property
112 upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are advised to contact their
113 insurance agents with questions regarding insurability and costs.

114 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer seek professional
115 assistance in interpreting any flood plain, wetlands and shoreland maps.

116 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of
117 the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/floodsmart/>) provides for the availability of
118 flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to federal law may result in
119 flood insurance premiums that are likely higher, and in the future may be substantially higher, than premiums paid by Seller. Buyer
120 should consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and
121 whether Buyer may assume Seller's policy. Buyer may wish to contact NFIP for information about flood insurance for this Property.

122 ■ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also
123 contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate
124 the Offer if the Property fails to appraise for the purchase price.

125 ■ **MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one municipality, the
126 Property may be physically located in an adjoining municipality that will determine the applicable property taxes and school district.

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

REAL ESTATE CONDITION REPORT

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DISCLAIMER

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 349 Euclid Ave (STREET ADDRESS) IN THE City 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 March (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 709.02), PROVIDED THE OWNER IS SUBJECT TO WISCONSIN STATUTES CHAPTER 709.

NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a suolemental nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

OWNER'S INFORMATION

B.1. In this form, "am aware" means have notice or knowledge. "Am 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 correction of a property defect or problem, personal observation, or some 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 awareness. "Owners" include all persons who transfer real estate containing one to four dwelling units by sale, exchange or land contract. "Owners" do not include personal representatives, trustees, conservators and fiduciaries appointed by or subject to supervision by a court if they have never occupied the property transferred; and do not include persons who transfer property which has not been inhabited or who transfer property by conveyance exempt from the real estate transfer fee. 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 the reason why the response to the statement is "yes."

B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements 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 an answer supplied by a public or governmental agency or department (Wis. Stat. § 66.073(3)(h)); or information supplied by one of the following experts or professionals, provided the information is in writing, is furnished on time, and the statement to which it relates is identified: licensed engineers, land surveyors and structural pest control operators; contractors with respect to matters within the scope of the contractor's occupation; or other persons who the seller, buyer or any agent involved in the transaction reasonably believes has sufficient experience to meet the standards of practice for the kind of information provided (Wis. Stat. §§ 709.02 & 452.23 (2)(b)). If a statement is answered by such an expert's or professional's written information, report or document, the owner may place an "X" in the "See Expert's Report" column next to the statement(s) which are answered 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 ITALICIZED 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

1. I am aware of defects in the roof. *Roof defects might include, but are not limited to such things as leakage, ice build-up, or significant problems with gutters or eaves.*

Yes	No	N/A	See Expert's Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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"/>
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3. I am aware of defects in part of the plumbing system (including the water heater, water softener and rimming 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, baths, showers, or any sprinkler system.*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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4. I am aware of defects in the heating and air conditioning system (including the air filters and midifiers). *Other heating and air conditioning defects might include, but are not limited to, defects in supplemental heaters, ventilating fans or fixtures, or solar collectors.*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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5. I am aware of defects in the well, including unsafe well water. *Well defects might include, but are not limited to an unused 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"/>
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6. I am aware that this property is served by a joint well.

7. I am aware of defects in the septic system or other sanitary disposal system. *Septic system defects might include, but are not limited to, back-ups in toilets or in the basement; exterior ponding, overflows or back-ups; or defective or missing baffles.*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	Yes	No	N/A	See Expert's Report
C.8. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9. I am aware of an "LP" 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"/>
C.9.m I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.10. I am aware of defects in the basement or foundation (including cracks, seepage and bulges). Other basement defects might include, but are not limited to, flooding, extreme dampness or wet walls, unsafe concentrations of mold, or defects in drain tiling or sump pumps.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that the property is located in a floodplain, wetland or shoreland zoning area.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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 foundation; wood rot, and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways or insulation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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, microwave, dishwasher, refrigerator, freezer, washer, dryer, trash compactor, garbage disposal, central vacuum, garage door opener, or incinerator which is included in the sale.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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"/>
C.15. I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system 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 methamphetamine (meth) or other hazardous chemicals on the property. Note: Specific Federal lead paint 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"/>
C.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"/>
C.17. I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties. Such defects might include, but are not limited to, environmental hazards resulting from an adjacent or nearby dump, gas station, or commercial/industrial business which improperly uses/handles toxic substances.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware of current or previous termite, powder-post beetle or carpenter ant infestations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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 elsewhere 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 properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 & 101.647). Such defects might include, but are not limited to, defects in the chimney, fireplace flue, inserts or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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"/>
C.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"/>
C.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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.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"/>
C.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 laterals, terrace trees, or lake improvements such as dredging.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24.m I am aware that the property is located within a special purpose district, such as a drainage district, lake 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"/>
C.25. 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"/>
C.26. 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, rights-of-way, easements, or another use of a part of the property by nonowners, other than recorded utility easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26.m I am aware that the property is subject to a mitigation plan required under administrative rules of the department of natural resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. 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 pat damage; excessive sliding, settling, earth movements, upheavals or other soil problems; environmental nuisances affecting the property such as noise, smoke, odor, or water diversion from neighboring property; high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property; deed restriction violations; lack of title insurance; or other defects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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ADDITIONAL INFORMATION

- 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.
- D.1.a I am aware of a pier attached to the property that is not in compliance with state or local pier regulations. See <http://dnr.wi.gov/> for information.
- D.1.b All or part of the land has been assessed as agricultural land under Wis. Stat. § 70.32(2r) (use-value assessment).
- D.1.c The owner has been assessed a use-value assessment conversion charge under Wis. Stat. § 74.485(2).
- D.1.d The payment of the use-value assessment conversion charge has been deferred under Wis. Stat. § 74.485(4).

Yes	No	N/A	See Expert's Report
_____	<u>X</u>	_____	_____
_____	<u>X</u>	_____	_____
_____	<u>X</u>	_____	_____
_____	<u>X</u>	_____	_____
_____	<u>X</u>	_____	_____

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 charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/faqs/sl/useassmt.html>.

- D.1.e I am aware that the property is to a farmland preservation agreement. X
- 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 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit http://datco.wi.gov/Environment/Working_Lands_Initiative/ for more information.
- D.1.f I am aware of the presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture intrusions or conditions that might initiate the growth of unsafe levels of mold. X
- D.1.g I am aware that all, or part, of the property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see D.1.e.), Forest Crop Law, Managed Forest Law (see disclosure requirement in Wis. Stat. § 710.12), the Conservation Reserve Program or a comparable program. X
- D.2. The owner has lived on the property for 0 years.
- D.3. Explanation of "yes" responses. (See B.6.) _____

Note: Any sales contract provision requiring the inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.
 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.widocoffenders.org> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

E. 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 § 709.035 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 Julie Christensen Date 3/21/18 Owner _____ Date _____
 Owner _____ Date _____ Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

F. 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 Scott Spitzer Items ALL Date 3/20/2018 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____ Person _____ Items _____ Date _____

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

BUYER'S ACKNOWLEDGMENT
 1.1. 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.
 1.2. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Prospective Buyer Nathan Charles Field Date 04/18/2018 Prospective Buyer _____ Date _____
 Prospective Buyer _____ Date _____ Prospective Buyer _____ Date _____