



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

**MEETING NOTICE AND AGENDA
Community Development Authority
June 25, 2014 at 4:00 pm
The Forum
Beloit City Hall
100 State Street**

1. Call to Order and Roll Call
2. Citizen Participation
3. Review and Consideration of the Minutes of the Regular Meeting held on May 28, 2014
4. Housing Authority
 - a. Presentation of May Activity Report (Pollard)
 - b. Presentation of May Financial Report (Pollard)
5. CDBG and NSP Programs
 - a. Review and Consideration of Resolution 2014-14, Accepting an Offer to Purchase for 827 Garfield Avenue (Downing)
 - b. Review and Consideration of Resolution 2014-15, Recommending 2015 Community Development Block Grant Local Funding Priorities (Downing)
6. Adjournment

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

Notice Mailed: June 20, 2014

Approved: Julie Christensen, Exec. Director

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

Minutes
Beloit Community Development Authority
100 State Street, Beloit WI 53511
May 28, 2014
4:30 P.M.

The regular meeting of the City of Beloit Community Development Authority was held on Wednesday, May 28, 2014 in the Forum of Beloit City Hall, 100 State Street.

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

Meeting was called to order by Commissioner T. Johnson at 4:42 p.m.

Present: Commissioners G. Johnson, T. Johnson, Kelly, Evans

Absent: Commissioner Jacobs

Staff Present: Julie Christensen, Clinton Cole, Rebecca Melito, and Ann Purifoy

2. **Citizen Participation:**

None

3. **Review and Consideration of the Minutes of the Regular Meeting held on April 23, 2014.**

Motion was made by Commissioner Kelly and seconded by Commissioner G. Johnson to approve the minutes of the Regular Meeting held April 23, 2014.

Motion carried unanimously.

4. **Housing Authority:**

a. **Presentation of April Activity Report**

Clinton Cole, Programs Manager, gave a brief summary of the report.

WHEDA will conduct annual Phase 2 compliance inspections next week.

b. **Presentation of April Financial Report**

Clinton Cole gave a brief summary of the report.

c. **Review and Consideration of Resolution 2014-12, Authorizing the Community Development Authority to Submit a Proposal to Administer WHEDA Housing Choice Vouchers in Rock County**

Clint Cole presented the staff report and recommendation.

Commissioner Kelly moved and Commissioner Evans seconded a motion to approve Resolution 2014-12.

Motion carried unanimously.

- d. Review and Consideration of Resolution 2014-13, Authorizing the Community Development Authority to Apply for FY2014 Public Housing / Housing Choice Voucher Family Self-Sufficiency Coordinator Grant
Rebecca Melito, Public Housing Coordinator, presented the staff report and recommendation.

Commissioner Kelly moved and Commissioner G. Johnson seconded a motion to approve Resolution 2014-13.

Motion carried unanimously.

5. **Adjournment:**
Meeting was adjourned by Commissioner T. Johnson at 4:55 p.m.

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4b

TOPIC: Monthly Reports

REQUESTED ACTION: Information only – No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Attached is the Beloit Housing Authority Financial Statement for the month ending May 31, 2014 prepared by the BHA Accountant. Beloit Apartments Redevelopment, LLC activities are included with Public Housing for purposes of this report.

Through the month of May, the Low Income Public Housing (LIPH) program income was \$355,309, Project Based Voucher (PBV) program income was \$28,640 and the Housing Choice Voucher (HCV) program was \$1,330,390, for a combined income of \$1,714,340, which is \$68,565 more than budgeted year-to-date.

Through the month of May, the Low Income Public Housing (LIPH) program expenses were \$411,269, Project Based Voucher (PBV) program expenses were \$27,369 and the Housing Choice Voucher (HCV) program expenses were \$1,365,741. Combined program expenses are \$1,804,379, which is \$24,285 less than the approved budget year to date.

Through the month of May, the Housing Authority shows an overall deficit of (\$90,040) year-to-date. Public Housing deficit is (\$71,270.28), Redevelopment Phase 1 & 2 surplus is \$15,311, Project Based Voucher surplus is \$1,271, Section 8 administrative deficit is (\$35,672), and Section 8 HAP surplus is \$321.

Through the month of May, the HCV FSS program has 15 of the 27 enrolled tenants holding escrow accounts totaling \$9,609.34. One participant graduated from the program this month and received their escrow balance of \$3,179.90. The LIPH FSS program has 12 of the 28 enrolled tenants holding escrow account totaling \$10,499.60. The Homeownership program has 2 tenants receiving homeownership assistance payments in May totaling \$425, and a third tenant closed this month on their new home with payments to commence next month.

ATTACHMENTS:

Monthly Financial Cash Flow Report

Cash Flow Statement
Beloit Housing Authority
May 31, 2014

	LLC		HCV YTD Actual	YTD Budget	Variance Over (Under)
	BHA YTD Actual	Phase 1 & 2 Actual			
Income					
Dwelling Rent/Utilities	25,705.00	65,182.01	-	73,225.42	17,661.59
Interest on Investments	89.40	287.39	134.01	641.67	(130.87)
Other Income	14,896.69	120,179.42	9,927.94	29,870.00	115,134.05
HUD Admin Fees	-	-	114,325.00	130,086.25	(15,761.25)
HUD Grants/Subsidies	157,609.76	-	1,206,003.00	1,411,951.25	(48,338.49)
Total Income	198,300.85	185,648.82	1,330,389.95	1,645,774.58	68,565.04

	LLC		HCV YTD Actual	YTD Budget	Variance Under (Over)
	BHA YTD Actual	Phase 1 & 2 Actual			
Expenses					
Administrative					
Salaries/Benefits	96,910.98	24,788.04	128,931.32	290,179.58	39,549.24
Office Expenses	13,793.78	31,731.95	14,881.48	55,337.50	(5,069.71)
Office Contracted Services	6,309.08	-	6,566.42	15,750.00	2,874.50
Oper Sub Transfer/Mgmt Fee Pd	-	5,495.54	-	-	(5,495.54)
Housing Assistance Pmts	-	-	1,212,807.18	1,209,120.42	(3,686.76)
Maintenance					
Salaries/Benefits	7,504.61	53,099.56	-	59,635.42	(968.75)
Materials & Supplies	1,705.60	8,956.83	-	5,208.33	(5,454.10)
Maintenance Contracts	11,367.59	9,048.85	-	11,500.00	(8,916.44)
Utilities	6,343.79	19,361.29	-	21,625.00	(4,080.08)
Other Operating					
Protective Services	10,938.07	2,199.84	-	2,354.17	(10,783.74)
Insurance	4,873.64	8,211.70	2,554.96	16,712.50	1,072.20
PILOT	2,501.44	4,526.92	-	5,622.08	(1,406.28)
Other Operating Expenses	106,051.53	2,917.50	-	135,619.17	26,650.14
Total Expenses	268,300.11	170,338.02	1,365,741.36	1,828,664.17	24,284.68

Net Admin Income (Loss)	(69,999.26)	15,310.80	(28,547.23)		
Net HAP Income (Loss)			(6,804.18)		
Total YTD Income (Loss)	(69,999.26)	15,310.80	(35,351.41)		

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4b

TOPIC: Monthly Reports

REQUESTED ACTION: Information only – No action required

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REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5a

TOPIC: Resolution 2014-14 Accepting an Offer to Purchase 827 Garfield Ave.

REQUESTED ACTION: Approval of Resolution 2014-14

PRESENTER: Teri Downing

STAFF REPORT:

In February of 2010 the CDA purchased the foreclosed residential property at 827 Garfield for \$29,900 with NSP1 funds. The CDA originally spent \$36,000 in rehabilitation costs, but invested another \$18,000 in additional rehab work in 2013 to increase its marketability.

This house has been on the market since May of 2011. The list price for the house was reduced in March from \$57,500 to \$49,900. On April 2, the CDA accepted an offer on the house for \$45,900. However, the buyer was unable to obtain financing, so we put the house back on the market.

The current offer is for \$45,000. There are no unusual contingencies, and the closing is scheduled for no later than July 31, 2014. Please see attached offer and counter-offer.

Staff has accepted the counter offer, with the contingency of approval by CDA.

STAFF RECOMENDATION:

City staff recommends that the Community Development Authority approve Resolution 2014-14.

ATTACHMENTS:

WB-11 Residential Offer to Purchase and Resolution 2014-14; WB44-Counter Offer; and Resolution 2014-14

RESOLUTION 2014-14
ACCEPTING AN OFFER TO PURCHASE FOR 827 GARFIELD AVE

WHEREAS, the Community Development Authority is responsible for implementation and oversight of the Neighborhood Stabilization program; and

WHEREAS, the property at 827 Garfield Ave. has been renovated and is ready for resale; and

WHEREAS, the Community Development Authority has received the attached offer to purchase from the property.

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

Adopted this 25th day of June, 2014

Thomas M. Johnson, Chairman
Community Development Authority

ATTEST:

Julie Christensen, Executive Director

Approved by Wisconsin Department of Regulation and Licensing
11-1-09 (Optional Use Date) 3-1-10 (Mandatory Use Date)

Century 21 Affiliated

WB-44 COUNTER-OFFER

Counter-Offer No. 9 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 05/28/2014 and signed by Buyer Nicole M. Wolf
2 for purchase of real estate at 627 Garfield Avenue, Beloit, WI 53511
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
5 any other Counter-Offer unless incorporated by reference.]

6 1.) Purchase price to be \$45,000 (forty five thousand dollars)

7
8 2.) Seller to provide a Home Warranty through ORF at the cost of \$425 (four hundred
9 twenty five dollars) for the coverage of one year.

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11 3.) Buyer to complete 8 (eight) hours of home-buyer education from an approved HUD
12 housing counseling agency (such as NBS) before closing

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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before June 11, 2014 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

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

37 This Counter-Offer was drafted by Vicki Jentoft-Johnson, C21 Affiliated on 06/05/2014
38 License and Firm A. Date A

39
40 Julie Christensen 6/9/14 Signature of Party Making Counter-Offer A Date A
41 Print name > JULIE CHRISTENSEN of the City of Beloit Print name >

42 Nicole Wolf 6/10/14 Signature of Party Accepting Counter-Offer A Date A
43 Print name > NICOLE WOLF Print name >

44
45 This Counter-Offer was presented by Helen Entress - The Realty Group of B.C. WISCONSIN on 6/10/14
46 License and Firm A. Date A

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

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

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

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 28, 2014 [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, Nicole M. Wolf
4 _____, offers to purchase the Property known as [Street Address] 827 Garfield Ave.
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: Forty Thousand
9 _____ Dollars (\$ 40,000.00).

10 ■ EARNEST MONEY of \$ N/A 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: Range/Oven, Refrigerator

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 June 4, 2014. 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): 120 W. Grand Ave. Beloit, WI

39 Buyer's recipient for delivery (optional): 4435 Milton Ave. Janesville, WI

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (608) 365-1672 Buyer: (608) 741-1001

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): vickijj@C21affiliated.com

54 E-Mail address for Buyer (optional): karen@realtygroupwi.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 July 31, 2014
 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 N/A 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 N/A

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 May 25, 2012, 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 "Offer is subject to final approval of the CDA of the City of Beloit".

167 _____
 168 Line 51-52 of the Addendum A refers to up to \$7,500.00 down payment and/or closing cost
 169 assistance available through NHS as a forgivable second mortgage.
 170 (\$500.00 of this goes to NHS for a programing fee).

171 _____
 172 _____

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.

216

217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Conventional
 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 \$ 37,000.00 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 \$ 184.74. 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.

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

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.375 %.

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 **[N/A] 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 **[N/A] 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.

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 _____ Addendum A, S, D _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**
436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Karen Entress-The Realty Group of S.C. Wi. LLC
444 _____ on May 28, 2014

445 (x) *Nicole M. Wolf* _____ May 28, 2014
446 Buyer's Signature ▲ Print Name Here ▶ Nicole M. Wolf 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 May 28, 2014, made by Nicole M. Wolf
2 _____ (Buyer), with respect to the Property at 827 Garfield Ave., Beloit,
3 WI 53511

4 **CAUTION: BUYER MUST INCLUDE CONTINGENCIES IN THIS OFFER FOR ANY TESTS OR INSPECTIONS BUYER CHOOSES TO CONDUCT.**
5 **SPECIFIC ADDENDA ARE AVAILABLE FOR TESTING OR EVALUATION OF PRIVATE WELLS, WELL WATER, SEPTIC SYSTEMS, LEAD-BASED**
6 **PAINT, WETLANDS AND LEAD/ARSENIC PESTICIDES.**

7 **OPTIONAL PROVISIONS** Terms preceded by an open box () are part of this addendum only if marked, such as with an "x." They are not part
8 of this Addendum if marked "n/a" or are left blank.

9 **N/A TESTING CONTINGENCY (includes lines 9-23):** This Offer is contingent upon (Buyer obtaining)(Seller providing) **STRIKE ONE** ("Buyer
10 obtaining" if neither stricken) a current written report from a qualified independent expert documenting the results of the following test(s)
11 conducted pursuant to applicable government or industry protocols and standards (*indicate substances or compounds to be tested, e.g., radon,*
12 *asbestos, mold, etc.*): _____, within

13 _____ days of acceptance ("*21 days if left blank*"), at (Buyer's)(Seller's) **STRIKE ONE** expense ("*Buyer's if neither stricken*"). This testing
14 contingency shall be deemed satisfied unless Buyer, within five days of the earlier of 1) Buyer's receipt of the testing report(s) or 2) the deadline for
15 delivery of said report(s), delivers to Seller, and to listing broker if Property is listed, a copy of the testing report(s) and a written notice
16 identifying the Defect(s) to which Buyer objects (Notice of Defects). For purposes of this Testing Contingency, Defects (as defined in the Offer) do not
17 include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
18 **Right To Cure:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure ("*Shall if neither stricken*"). If Seller has the right to cure, Seller
19 may satisfy this contingency by: (1) delivering to Buyer, within 10 days of Buyer's delivery of the Notice of Defects to Seller, a written notice
20 stating Seller's election to cure, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a report detailing the work
21 done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written testing
22 report(s) and (1) Seller does not have the right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice to Buyer stating that
23 Seller will not cure or (b) Seller does not timely deliver written notice of Seller's election to cure.

24 **X CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer)
25 (At office of Buyer's Lender or Seller elected Title Co.) **STRIKE AND COMPLETE AS APPLICABLE**

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

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

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

33 **N/A SURVEY MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("*Seller providing*")
34 *if neither stricken*) a map of the Property prepared by a Wisconsin licensed land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's)
35 **STRIKE ONE** ("*Seller's if neither stricken*") expense. The map shall identify the legal description of the Property, Property boundaries and
36 boundary line dimensions, visible encroachments, the location of improvements and: _____.

37 **STRIKE AND COMPLETE AS APPLICABLE** (Additional map specifications and features may include, but are not limited to: staking all
38 Property corners; specifying how current the map must be; identifying streets, length of street frontage, legal access, length of water
39 frontage, total acreage or square footage, utilities, easements and/or rights-of-way. **CAUTION: Consider the cost and the need for map**
40 **features before selecting them.**) The map shall show no significant encroachment(s) or any information materially inconsistent with any prior
41 representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within 5 days of the earlier of: 1) Buyer's receipt of the map,
42 or 2) the deadline for provision of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice
43 which identifies the significant encroachment or the information materially inconsistent with prior representations.

44 **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
45 executing 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
46 the purchase price. Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

47 **N/A Federal VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** ("*Seller if neither is stricken*") agrees to pay the entire funding fee not to exceed _____ % (0% if
48 not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

49 **N/A State VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** ("*Seller if neither is stricken*") agrees to pay the loan origination fee not to exceed _____ %
50 (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

51 **X Seller's Contribution:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ up to \$7500.00 (*Zero if left blank*)
52 to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the offer to purchase.

53 **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and carefully read both pages of this
54 Addendum. (Initialing below by Seller does not signify acceptance or agreement with the terms of this Addendum.)

55 (X) NW 05/28/2014 (X) _____ (X) _____ (X) _____
56 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

57 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's responsibility to make certain
 58 that the Property is in a condition that Buyer finds acceptable. Buyer acknowledges that Buyer has made such inspections, tests,
 59 evaluations and independent inquiries as Buyer deemed necessary concerning the Property and existing and proposed conditions and services in
 60 the surrounding area. Buyer acknowledges that in purchasing this Property, Buyer has relied on Buyer's independent inspection and
 61 analysis of the Property and upon the statements, disclosures and representations contained in this Offer, Seller's property condition report (if any)
 62 and any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this
 63 transaction have made any representations concerning the Property or the transaction other than those stated in, or incorporated by
 64 reference into, this Offer, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real
 65 estate agent offered to verify the accuracy of any of Seller's or any other third party's statements, disclosures or representations contained in this Offer
 66 unless the request is specifically stated in this Offer.

67 ■ **HAZARDOUS SUBSTANCES:** The Parties are aware that newsmedia and other public information sources indicate that asbestos, lead-based paint,
 68 lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water
 69 supplies can cause serious health hazards. Past flooding, water intrusion or leaking or excessive dampness may result in mold growth that may
 70 present health risks. Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold
 71 related problems. Chinese drywall may emit sulfur odors and cause corrosion. Seller represents that, to the best of Seller's knowledge, the
 72 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon
 73 gas, lead, radium, Chinese drywall or other toxic or harmful substances or chemicals, and that there has been no past flooding, water
 74 intrusion, leaking or excessive moisture in the Property. It is recommended that Buyer (a) direct the real estate agents in this transaction to draft
 75 appropriate testing or investigation contingencies and (b) retain appropriate independent experts to test and evaluate the Property with respect to these
 76 substances and situations. See the caution at lines 4-6 and the Testing Contingency at lines 9-23 of this Addendum.

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

84 ■ **UNDERGROUND PETROLEUM PRODUCT STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any
 85 petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) on the Property, Seller shall, prior to
 86 closing, have a certified remover close the UST and remove it from the Property in conformance with current federal, state and local UST
 87 regulations, and provide Buyer with documentation, including the certified remover's report, confirming such UST closure at least 5 days prior to
 88 closing. Buyer's purchase of the Property may trigger the requirement to remove any USTs previously filled with water or inert solids and closed in
 89 place. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST is registered and meets all
 90 current state overfill and spill prevention, corrosion protection and operating standards. Buyer shall notify the Department of Commerce of the change
 91 of ownership of any in-use UST within 15 days of closing. Closures of basement heating oil tanks do not require a certified remover and the tank need
 92 not be removed from the site. Find local Commerce tank staff contact information: <http://commerce.wi.gov/ER/ER-BST-StaffStateMap.html>

93 ■ **MUNICIPAL REPORT/ CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned
 94 special assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality in which the
 95 Property is located. This statement shall be provided prior to closing, at Seller's expense. Seller also shall provide, at Seller's cost, any Certificate of
 96 Code Compliance, Occupancy Permit or similar government documentation as may be required under applicable municipal code at or before closing.

97 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal zoning and
 98 building restrictions currently affect the use of the Property, and comprehensive plans, while strictly advisory, may affect the future use or value of
 99 the Property by influencing future development (residential, commercial, transit systems, etc.) in the municipality. Buyer is informed that some
 100 buildings are considered legal non-conforming structures because they no longer conform to current dimensional zoning standards due to
 101 zoning standards and ordinances enacted after the building was constructed. Significant restrictions may limit Buyer's ability to remodel,
 102 repair, replace or enlarge an existing non-conforming structure (consider special hazard insurance if Property is non-conforming). Buyer is
 103 encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if these issues are
 104 material to Buyer's decision to purchase.

105 ■ **INSURANCE ISSUES:** The claims history of the Property, Buyer's credit history (credit score), Buyer's insurance claims history, Buyer's lifestyle
 106 (e.g., large dogs, trampoline, etc.) and the condition of the Property, including the type of electrical service (tube or aluminum wiring, fuses, less than
 107 100 amps) and the hazards described at lines 67-76, may substantially increase Buyer's homeowner's insurance premiums or make the Property
 108 difficult to insure. Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property upon advance notice for
 109 inspections required for Buyer's homeowner's insurance application or policy. Buyer agrees to apply for insurance promptly to ensure insurance
 110 coverage will be in place upon closing. The Parties are advised to contact their insurance agents with questions regarding insurability conditions and costs.

111 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Professional assistance may be required to interpret flood plain, wetlands and shoreland maps. If
 112 Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

113 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE APPROPRIATE IN ALL**
 114 **TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY**
 115 **SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL**
 116 **REGARDING THE PROVISIONS OF THE OFFER AND THIS ADDENDUM.**

REAL ESTATE CONDITION REPORT

DISCLAIMER

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 827 Garfield Avenue (STREET ADDRESS) IN THE _____ City _____ (CITY) (VILLAGE) (TOWN) OF _____ Beloit _____, COUNTY OF _____ Rock _____, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ May _____ (MONTH), _____ 25 _____ (DAY), _____ 2012 _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENT'S 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 subject to Wisconsin Statutes Chapter 709 include all persons who transfer real estate containing one to four dwelling units by sale, exchange or land contract, except personal representatives, trustees and conservators and except fiduciaries who are appointed by, or subject to supervision by, a court if those persons have never occupied the property transferred; and excluding owners who transfer property which has not been inhabited and who transfer property by conveyance exempt from the real estate transfer fee. Owners not subject to Chapter 709 may complete this report on a voluntary basis without becoming subject to the provisions of Chapter 709. In this form, "principal" refers either to the owner or the buyer.

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

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

B.4. If the transfers 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 for any statement answer below an answer supplied by a public agency such as a governmental agency or department (Wis. Stats. Section 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. Stats. Sections 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>	_____	<input checked="" type="checkbox"/>	_____	_____
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>	_____	<input checked="" type="checkbox"/>	_____	_____
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>	_____	<input checked="" type="checkbox"/>	_____	_____
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>	_____	<input checked="" type="checkbox"/>	_____	_____
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>	_____	_____	<input checked="" type="checkbox"/>	_____
C.6. I am aware that this property is served by a joint well.	_____	_____	_____	<input checked="" type="checkbox"/>

See
Expert's
Report

	Yes	No	N/A	See Expert's Report
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>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 department of safety and professional services at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the department of safety and professional services may require the closure or removal of unused tanks).	<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.10. I am aware of defects in the basement or foundation (including cracks, seepage and bulges). <i>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.</i>	<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. <i>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.</i>	<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. <i>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.</i>	<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. <i>Such defects might also be caused by unsafe levels of mold or the production of methamphetamine (meth) or other hazard 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.</i>	<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. <i>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.</i>	<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; <i>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.</i>	<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. <i>This might include, but is not limited to, orders to correct building code violations.</i>	<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. <i>Abnormal property tax increases might include, but are not limited to, area assessments or other reassessments.</i>	<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. <i>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.</i>	<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, <i>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.</i>	<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. <i>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 pet 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; or any other defect or material condition.</i>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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(2r) (use-value assessment).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
<i>Notice: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g. residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit http://www.revenue.wi.gov/faqs/slf/useassmt.html</i>				
D.1.e I am aware that the property is to a farmland preservation agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Notice: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit http://datcp.wi.gov/Environment/Working_Lands_Initiative/ for more information.</i>				
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 _____ years.				
D.3. Explanation of "yes" responses. (See B. 3.)				

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 ownersignsthisreport. 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 5/25/12 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 _____ Items _____ Date _____ 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 Maile Wolf Date 5/28/14 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.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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

1 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.
10 Disclosures and Acknowledgments made with respect to the Property at 827 Garfield Avenue, Beloit

11 _____, Wisconsin.
12 **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: House built prior to 1978 and
15 could contain LBP

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) Julie Christensen _____ 05/25/2012
26 (ALL Sellers' signatures) Print Names Here CDA of the City of Beloit (Date)

27 **Seller Obligations under the 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-99-001) 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 & 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 ACKNOWLEDGMENT 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 any 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 reduced 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 the 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 an 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 the 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) *Vicki Jentoft-Johnson* 05/25/2012
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Vicki Jentoft-Johnson, C21 Affiliated (Date) ▲

121 (X) *Rach Entwess*
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Rach Entwess - The Realty Group of SEWT LLC (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, ACKNOWLEDGMENT AND CERTIFICATION.**

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

131 **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A 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) *Nicole Wolf* *Nicole Wolf* 5/28/14
156 (ALL Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲
157

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (Buyer Agency Agreement)
2 (Other [specify]: Offer To Purchase) the ("Form")
3 [~~STRIKE AND COMPLETE AS APPLICABLE~~] dated May 28, 2014 , for a
4 transaction relative to the following Property: 827 Garfield Ave., Beloit, WI 53511
5 _____
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

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

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

16 Seller's Initials: _____ Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: _____
18 _____

19 Buyer's Initials: NW Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: rock4ever181@yahoo.com
21 _____

22 Listing Broker's Initials: _____
23 Listing Broker's e-mail address for delivery of electronic documents: _____
24 _____

25 Cooperating Broker's Initials: KE
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 karen@realtygroupwi.com

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5b

TOPIC: Resolution 2014-15, Recommending 2015 Community Development Block Grant Local Funding Priorities

ACTION: Approve Resolution 2014-15

PRESENTER: Teri Downing

STAFF REPORT:

In the past few years, the CDA has not established funding priorities. However, it is recommended by HUD that local funding priorities be established by municipalities.

The City is in the process of preparing the 2015-2019 Consolidated Plan, which is a 5-year strategic plan for the use of CDBG funds. Staff has held three Steering Committee meetings with local agencies and community leaders to obtain input about the needs of the community and gaps in services. The following needs were identified in these meetings:

- Meeting 1: Housing and Homelessness
 - Need for rental assistance
 - Need for more case management and education in life skills and financial/budgeting
 - Need for activities that serve that comprehensively serve the neighborhood, not just the houses
- Meeting 2: Non-homeless Special Needs
 - Gap-in-service: Water and sewer bill assistance
 - Gap-in-service: Voluntary payee services
 - Great need for comprehensive/long-term case management for life-skills, budgeting education, and AODA issues
 - Great need for programs that concentrate on prevention instead of “fixing” problems after they occur.
 - Need for transportation

- Meeting 3: Community and Economic Development Needs
 - Gap in service: Programs for middle school and teenagers
 - Economic Development/Businesses: Lack of locally qualified workforce for very technical positions
 - Gap in service: Lack of training programs for very technical positions (chemicals, engineers, computers, etc.), which would qualify people for positions in newly developed and/or incoming companies/projects such as Kerry, NorthStar, Acculynx, and I-90/39 Expansion.
 - Need for programs that provide skills and education that correspond with employment opportunities in the community.
 - Need for local “job center”
 - Need for consolidating services instead of having numerous different “silo” locations to access assistance and resources
 - Need for transportation

Based on the information above, staff recommends the following funding priorities:

1. Public Service Programs which focus on comprehensive case management strategies, with priority given to neighborhood stabilization activities, education in budgeting and life skills, and employment training that corresponds with local employment opportunities.
2. Code Enforcement
3. Housing Rehabilitation
4. Economic Development Activities, with priority given to Technical Job Training

Attached is a resolution recommending funding priorities. Attachment A lists the funding priorities above as well as program administration and fair housing, which are required by the CDBG Program. You have the option to modify Attachment A to include the funding priorities the board would like to recommend to City Council. Attachment B outlines eligible CDBG activities.

After the CDA recommends approval of funding priorities, on July 21 the City Council will take action on them and hold a public hearing. The priorities will then be incorporated into the 2015 application process which begins in mid- to late-July.

ATTACHMENTS:

Resolution 2014-15 with Attachment A and Attachment B

**RESOLUTION 2014-15
RECOMMENDING 2015 COMMUNITY DEVELOPMENT BLOCK GRANT
LOCAL FUNDING PRIORITIES**

WHEREAS, the City of Beloit will be allocating Community Development Block Grant (CDBG) funds to eligible projects for 2015, and

WHEREAS, CDBG funds awarded to the City of Beloit are limited, and

WHEREAS, the Community Development Authority recommends that setting priorities for funding will ensure allocation to projects which will meet the greatest needs for the dollars spent;

NOW THEREFORE BE IT RESOLVED, that the 2015 CDBG local funding priorities are recommended to the City Council as shown on Attachment A.

Adopted this 25th day of June, 2014.

Community Development Authority

Thomas Johnson, Chairman

ATTEST:

Julie Christensen, Executive Director

Attachment A
2015 Recommended Funding Priorities

1. Public Service Programs which focus on comprehensive case management strategies, with priority given to neighborhood stabilization activities, education in budgeting and life skills, and employment training that corresponds with local employment opportunities.
2. Code Enforcement
3. Housing Rehabilitation
4. Economic Development Activities, with priority given to Technical Job Training
5. Program Administration
6. Fair Housing

Attachment B Eligible CDBG Projects

Public Services: Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer down payment assistance, or recreational needs.

Housing: This includes labor, materials, and other costs of rehabilitating houses; loans for financing indebtedness secured by a property being rehabilitated with CDBG funds; improvements to houses to increase energy efficiency; improvement to houses to increase water efficiency; connection of residential structures to water or sewer mains; administrative expenses related to a rehabilitation project funded with CDBG; and improvements to houses to improve the accessibility.

Property Acquisition: Acquisition of property for any public purpose which meets one of the national objectives.

Demolition: Clearance, demolition or removal of buildings and improvements, including movement of structures to other sites.

Code Enforcement: Costs incurred for inspection for code violations and enforcement of codes in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation or services to be provided maybe expected to arrestthe decline of the area.

Commercial or Industrial Rehabilitation: The acquisition, construction, rehabilitation or installation of commercial or industrial buildings, structures and other real property equipment and improvements, including railroad spurs or similar extensions.

Micro-enterprise Assistance: The provision of assistance to businesses having five or fewer employees.

Planning: Activities that consist of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans.

Public Facilities and Improvements: Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements.

Special Economic Development Activities: Provision of assistance to a private for-profit business and economic development services related to the provision of assistance.

Fair Housing: Provision of fair housing service and fair housing enforcement, education and outreach

Interim Assistance: In areas where there are signs of physical deterioration and immediate action

is needed, the repair of public infrastructure and special garbage, trash, and debris removal may be completed. Additionally, in emergency situations where public health and safety is at risk, the repair of streets, sidewalks, publicly owned utilities, and public buildings; the clearance of streets, and the improvement of private properties may be completed. These activities can only be completed to extent necessary to alleviate the emergency conditions.

Privately-owned Utilities: Acquire, construct, reconstruct, rehabilitate, or install distribution lines and facilities of privately-owned utilities.

Technical Assistance: Provide technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities.