



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

MEETING NOTICE AND AGENDA
Community Development Authority
April 2, 2014 at 4:30 pm
The Forum
Beloit City Hall
100 State Street

1. Call to Order and Roll Call
2. Citizen Participation
3. Review and Consideration of the Minutes of the Regular Meeting held on March 4, 2014
4. Housing Authority
 - a. Presentation of February Activity Report (Pollard)
 - b. Presentation of February Financial Report (Pollard)
 - c. Public Hearing, Review and Consideration of Resolution 2014-06, Approval to Accept HUD Funding for the 2014 Capital Fund Program (CFP) Grant, and Amend the Annual Contributions Contract (ACC) to Include Said 2014 WI39-P064-50114 CFP Grant (Pollard)
5. Community Development
 - a. Review and Consideration of Resolution 2014-07, Accepting an Offer to Purchase for 827 Garfield Avenue (Downing)
 - b. Review and Consideration of Resolution 2014-08, Recommending Approval of an Amendment to the 2014 Annual Action Plan and Budget (Downing)
 - c. Review and Consideration of Resolution 2014-09, Accepting an Offer to Purchase for 932 Ninth Street (Downing)
 - d. Review and Consideration of Resolution 2014-10, Accepting an Offer to Purchase for 615 McKinley Avenue (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: March 28, 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
March 4, 2014
4:30 P.M.

The regular meeting of the City of Beloit Community Development Authority was held on Tuesday, March 4, 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 Johnson at 4:15 p.m.

Present: Commissioners Evans, Jacobs, G. Johnson, T. Johnson, Luebke and Van De Bogart

Absent:

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

2. **Citizen Participation:**

None

3. **Review and Consideration of the Minutes of the Regular Meeting held on January 29, 2014.**

Motion was made by Commissioner Luebke and seconded by Commissioner Van De Bogart to approve the minutes of the Regular Meeting held January 29, 2014.

4. **Housing Authority:**

a. **Presentation of January Activity Report**

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

In January HUD released \$110,000 of our restricted net assets to make up for our shortfall from 2013.

b. **Presentation of January Financial Report**

Cathy Pollard gave a brief summary of the report.

c. **Review and Consideration of Resolution 2014-03, Approving the 2013 Section 8 Management Assessment Program Submission (SEMAP) for the Beloit Housing Authority**

Commissioner Van De Bogart moved and Commissioner Luebke seconded a motion to approve Resolution 2014-03.

Motion carried unanimously.

5. **Community Development:**

- a. Review and Consideration of Resolution 2014-04, Accepting an Offer to Purchase for 823 St. Lawrence Avenue

Commissioner Luebke moved and Commissioner Evans seconded a motion to approve Resolution 2014-04.

Motion carried unanimously.

- b. Review and Consideration of Resolution 2014-05, Accepting an Offer to Purchase for 745 Vernon Avenue

Commissioner Jacobs moved and Commissioner Luebke seconded a motion to approve Resolution 2014-05.

Motion carried unanimously.

6. **Adjournment:**

Meeting was adjourned by Commissioner Johnson at 4:30 p.m.

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4a

TOPIC: February Activity Report

REQUESTED ACTION: Information only- No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Public Housing:

There were 2 vacancies in public housing units in February and one upcoming vacancy in March of 2014. Public housing accounts receivable on occupied units totaled (\$550.82) and vacated units totaled \$1,669.41 at the end of February, 2014 which brings the totaled outstanding public housing accounts receivable to \$1,148.59. Ten applicants were pulled from the public housing waiting list in February; 2 applicants were briefed. 10 public housing inspections and 14 annual and interim re-certifications were completed in February.

Section 8:

572 vouchers were housed by February 28, 2014 with 64 voucher holders either searching for units or waiting for passed inspections. 13 portable vouchers were paid by BHA in February with another 1 family waiting to Port-Out. 53 Section 8 inspections were completed in February, and the Housing Specialists completed 60 annual or interim re-certifications in February. 61 applicants were notified; 52 were briefed.

ATTACHMENTS:

February Activity Report

**Beloit Community Development Authority
Activity Report to Board for March 2014**

February Activity Report

Public Housing

Tenants Accounts Receivable

Outstanding Receivables – Occupied Units 01/31/14	\$ 2,677.42
Outstanding Receivables – Vacated Units 01/31/14	\$ 2,844.18
Outstanding Receivables – Occupied Units 2/28/14	(\$ 550.82)
Outstanding Receivables – Vacated Units 12/31/13	\$ 1,699.41
Total January 31, 2014 Outstanding Receivables:	\$ 5,521.60
Total February 28, 2014 Outstanding Receivables:	\$ 1,148.59
Decrease of:	\$ 4,373.01

Vacancies – 02/28/14

<u>Total Public Housing Units</u>	131 Units 99% Occupancy
2 Vacancies:	Elderly - 98% Occupancy Family - 99% Occupancy

Public Housing Inspections

10 Inspections completed. There were 6 annual inspections; there were no move-out inspections. There were 4 move-in inspections. There were no housekeeping inspections and no preventative maintenance inspections.

Public Housing Activities

Annual Recerts:	8
Interim Recerts:	6
Notice to Vacate:	1

New Tenants:	4
Transfers:	0
Lease Terminations:	0
Possible Program Violations:	0
Evictions	1

Public Housing Briefings

Number Notified:	10
Number Briefed:	2

Section 8 Program

Total Section 8 Vouchers

598 Vouchers

February

572 under lease - 96% Occupancy
 13 Portable Vouchers – 13 Not Absorbed (1/Port-In)
 64 Voucher holders searching or waiting for passed inspections

Section 8 Inspections

67 inspections were completed in February. 40 were annual inspections. 9 were initial inspections, 15 were re-inspections, no project based inspections and there were 3 special inspections.

Section 8 Activities

New Participants:	3	
Annual Recerts:	23	
Interim Recerts:	37	
Abatements:	3	
Movers:	3	
Possible Program Violations:	8	program violations
End of Program	1	

Section 8 Briefings

Number Notified:	61
Number Briefed:	52

APPLICATIONS:

Waiting List: 198 Public Housing East
 211 Public Housing West
 76 Parker Bluff
 94 Project-Based
 497 Sec. 8

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

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4b

TOPIC: 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 February 28, 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 February, the Low Income Public Housing (LIPH) program income was \$111,896, Project Based Voucher (PBV) program income was \$9,966 and the Housing Choice Voucher (HCV) program was \$633,974, for a combined income of \$955,836, which is \$97,526 more than budgeted year-to-date.

Through the month of February, the Low Income Public Housing (LIPH) program expenses were \$129,268, Project Based Voucher (PBV) program expenses were \$14,338 and the Housing Choice Voucher (HCV) program expenses were \$537,909. Combined program expenses are \$681,515, which is \$58,222 less than the approved budget year to date.

Through the month of February, the Housing Authority shows an overall surplus of \$74,321 year-to-date. Public Housing deficit is (\$26,690), Redevelopment Phase 1 & 2 surplus is \$9,318, Project Based Voucher deficit is (\$4,372), Section 8 administrative deficit is (\$16,641), and Section 8 HAP surplus is \$112,706.

Through the month of February, the HCV FSS program has 17 of the 30 enrolled tenants holding escrow accounts totaling \$14,253.73. The LIPH FSS program has 1 of the 28 enrolled tenants holding escrow account totaling \$48.05. The Homeownership program has 2 tenants receiving homeownership assistance payments in February totaling \$518.

ATTACHMENTS:

Monthly Financial Report

Cash Flow Statement
Beloit Housing Authority
February 28, 2014

	LLC		HCV YTD Actual	YTD Budget	Variance Over (Under)
	BHA YTD Actual	Phase 1 & 2 Actual			
Income					
Dwelling Rent/Utilities	9,778.00	24,399.35	-	29,290.17	4,887.18
Interest on Investments	39.56	112.33	34.26	256.67	(70.52)
Other Income	6,145.18	36,117.51	2,497.67	11,581.33	33,179.03
HUD Admin Fees	-	-	43,462.00	52,034.50	(8,572.50)
HUD Grants/Subsidies	45,270.00	-	587,980.30	564,205.50	69,044.80
Total Income	61,232.74	60,629.19	633,974.23	657,368.17	98,467.99

	LLC		HCV YTD Actual	YTD Budget	Variance Under (Over)
	BHA YTD Actual	Phase 1 & 2 Actual			
Expenses					
Administrative					
Salaries/Benefits	40,360.15	8,323.96	53,198.57	116,071.83	14,189.15
Office Expenses	2,211.96	587.68	2,512.93	22,135.00	16,822.43
Office Contracted Services	5,320.58	-	5,537.62	12,900.00	2,041.80
Oper Sub Transfer/Mgmt Fee Pd	-	1,533.32	-	-	(1,533.32)
Housing Assistance Pmts	-	-	475,274.11	483,648.17	8,374.06
Maintenance					
Salaries/Benefits	1,633.22	22,260.88	-	23,854.17	(39.93)
Materials & Supplies	1,031.95	2,063.49	-	2,083.33	(1,012.11)
Maintenance Contracts	7,879.06	1,870.75	-	4,600.00	(5,149.81)
Utilities	2,889.80	8,672.74	-	8,650.00	(2,912.54)
Other Operating					
Protective Services	694.92	1,141.34	-	941.67	(894.59)
Insurance	2,417.76	3,284.68	1,386.08	8,356.25	1,267.73
PILOT	947.97	1,572.66	-	2,248.83	(271.80)
Other Operating Expenses	26,907.15	-	-	54,247.67	27,340.52
Total Expenses	92,294.52	51,311.50	537,909.31	739,736.92	58,221.59
Net Admin Income (Loss)	(31,061.78)	9,317.69	(16,641.27)		
Net HAP Income (Loss)			112,706.19		
Total YTD Income (Loss)	(31,061.78)	9,317.69	96,064.92		

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4c

TOPIC: Approval of Beloit Housing Authority (BHA) acceptance of the FY2014 CFP Grant in the amount of \$231,469.

REQUESTED ACTION: Review of 2014 FY CFP Grant

PRESENTER: Cathy Pollard

STAFF REPORT:

The Beloit Housing Authority's Public Housing Program has been approved and notified by the Department of Housing and Urban Development (HUD) to receive a 2014 FY Capital Fund Program (CFP) grant WI39-P064-50114 in the amount of \$231,469.

The funds issued through this grant will be utilized to maintain the 131 units of public housing in the City of Beloit. A Capital Fund Five-Year Plan has been submitted and approved by the HUD. All improvements and upgrades financed with these funds will be within the scope of that plan.

STAFF RECOMENDATION:

Staff recommends approval of Resolution 2014-06 Acceptance of the 2014 FY Capital Fund ACC

ATTACHMENTS:

2014 FY Capital Fund ACC

RESOLUTION NUMBER 2014 - 06

**APPROVAL TO ACCEPT HUD FUNDING FOR
THE 2014 CAPITAL FUND PROGRAM (CFP) GRANT,
REVISE THE PUBLIC HOUSING AUTHORITY (PHA) PLAN, AND
AMEND THE ANNUAL CONTRIBUTIONS CONTRACT (ACC)
TO INCLUDE SAID 2014 WI39-P064-50114 CFP GRANT**

WHEREAS, the Beloit Housing Authority's Public Housing Program has been approved and notified by HUD to receive a 2014 Capital Fund Program (CFP) grant WI39-P064-50114 in the amount of \$231,469.;

WHEREAS, the Beloit Housing Authority is required by HUD to submit an amended Annual Contributions Contract (ACC), a revised Public Housing Authority (PHA) Plan, and a 2014 Capital Fund Program detailed budget;

WHEREAS, the Beloit Housing Authority is required by HUD to have the Beloit Community Development Authority Board of Commissioners' review and approve said grant, plan, and contract;

THEREFORE BE IT RESOLVED that the Beloit Community Development Authority Board of Commissioners approve the acceptance of the 2014 Capital Fund Program Grant, the revised Annual Contributions Contract, and the amended Public Housing Authority Plan.

Adopted this 26th day of March, 2014

Thomas Johnson, Chairman
Beloit Community Development Authority

ATTEST:

Julie Christensen, CDA Executive Director

2014 Capital Fund

**Capital Fund Program
(CFP) Amendment**
To The Consolidated Annual Contributions
Contract (form HUD-53012)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Whereas, (Public Housing Authority) Beloit Housing Authority WI064 (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions Contract(s) ACC(s) Numbers(s) C-9176 dated 10/5/1995

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ \$231,469.00 for Fiscal Year 2014 to be referred to under Capital Fund Grant Number WI39P06450114
PHA Tax Identification Number (TIN): On File DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number _____

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for development, capital and management activities of PHA projects. This CFP Amendment is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) published at 78 Fed. Reg. 63748 (October 24, 2013), as well as other applicable HUD requirements.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project.

- However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing project(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.
8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.
 9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).
(mark one) : Yes No
 10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.
 11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing projects(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.
 12. CFP assistance provided as an Emergency grant shall be subject to a 12 month obligation and 24 month expenditure time period, respectively. CFP assistance provided as a Safety and Security or Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period, respectively. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the funds.

The parties have executed this CFP Amendment, and it will be effective on 5/13/2014. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development	PHA (Executive Director or authorized agent)
By _____ Date: _____	By _____ Date: _____
Title _____	Title _____



REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5a

TOPIC: Resolution 2014-07 Accepting an Offer to Purchase 827 Garfield Ave.

REQUESTED ACTION: Approval of Resolution 2014-07

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 approximately two weeks ago from \$57,500 to \$49,900. The offer being presented today is for \$45,900. There are no unusual contingencies, and the closing is scheduled for no later than April 17, 2014. Please see attached offer.

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

STAFF RECOMENDATION:

City staff recommends that the Community Development Authority approve Resolution 2014-07.

ATTACHMENTS:

WB-11 Residential Offer to Purchase and Resolution 2014-07

RESOLUTION 2014-07
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 26th day of March, 2014

Thomas M. Johnson, Chairman
Community Development Authority

ATTEST:

Julie Christensen, Executive Director

Estimated Seller's Proceeds

827 Garfield Avenue

Property Address Beloit, WI 53511

Date March 17, 2014

Prepared For CDA of the City of Beloit

Sales Consultant Vicki Jentoft-Johnson, C21 Affiliated

SELLING PRICE

\$45,900.00

ENCUMBRANCES

First Mortgage

Second Mortgage/Equity Loan

Total Encumbrances

ESTIMATED SELLING COSTS

Transfer Tax (Fee is \$3 per thousand)

Real Estate Taxes, Current Year Proration

Real Estate Taxes, Any Due From Prior Year

Special Assessments

*special assessment search

Title Insurance

Recording Costs

Attorney Fee (Deed and/or Other)

Brokerage Fee To Selling Company (Compensation to Company Bringing the offer could vary somewhat if Buyer Brokerage)

Brokerage Fee to Marketing Company (to pay for advertising, printing, yard and directional signs, flyers, local and long distance phone calls, multiple listing services, computer equipment and time, personnel, promotions, public open houses, coordination with other firms, mailings; preparation, postage, print media, lock box fees, communication systems and websites)

Seller to Pay on Behalf of Buyer

UHP Home Warranty Policy

Mortgage Payment (one Month for interest in Arrears)

Repairs

Title Company Transaction Fee

final sewer/water bill

\$595.00

\$60.00

\$2,295.00

\$425

\$100.00

\$100.00

Total Estimated Known Selling Costs*

\$3,575.00

ESTIMATED NET CASH PROCEEDS

\$42,325.00

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

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

Seller *Julie Christensen*
CDA of the City of Beloit

Date 3/18/14

Seller _____ Date _____

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 16, 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, Pamela F. Wisner
4 _____, offers to purchase the Property known as [Street Address] 827 Garfield Avenue
5 _____ in the _____ City _____
6 of Beloit, County of Rock Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Forty-Five Thousand, Nine Hundred
9 _____ Dollars (\$ 45,900.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 500.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or
12 _____.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: stove, refrigerator
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 March 24, 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): _____
39 Buyer's recipient for delivery (optional): _____

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

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): vicki.jj@c21affiliated or vicki.jj@c21@aol.com

54 E-Mail address for Buyer (optional): vicki.jj@c21affiliated or vicki.jj@c21@aol.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

61 **DEFINITIONS**

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

116 **CLOSING** This transaction is to be closed no later than April 30, 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 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are NA
143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

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

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated 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** Subject to final approval of the CDA of the City of
166 Beloit.

167 _____
168 Subject to buyer receiving \$8,000 grant from FHLB for down payment.

169 Subject to buyer receiving up to \$7,500 grant from NHS for down payment/closing cost
170 assistance. (Final loan amount to be determined by bank based on final amounts of grants
171 received - to be determined by FHLB, NHS, and Associated Bank)

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 **[xxx] 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 \$ _____ for a term of not less than 30 years, amortized over not less than
221 30 years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**
228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
231 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

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

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

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

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

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

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

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

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

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

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

322 _____ . 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 buyer's choice with buyer and/or representative present

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

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

421 This contingency shall be deemed satisfied unless Buyer, within 10 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

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

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

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

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

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

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

444 _____ on March 16, 2014

445 (x) *Pamela F. Wisner* March 16, 2014
446 Buyer's Signature ▲ Print Name Here ▶ Pamela F. Wisner 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) *Julia Christensen* 3/18/14
456 Seller's Signature ▲ Print Name Here ▶ CDA of the City of Beloit Date ▲

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

459 This Offer was presented to Seller by [Licensee and Firm] _____

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
MISCELLANEOUS CONTINGENCIES

This addendum prepared by CENTURY 21 Affiliated 2/12.

Addendum attached to and made part of the Offer to Purchase dated March 16, 2014 made by the Buyer(s),
Pamela F. Wisner with respect to the property at
827 Garfield Avenue, Beloit, WI 53511

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

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

OPTIONAL CONTINGENCIES

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

Buyer(s) Initials PFW Seller(s) Initials JC

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

DISCLOSURES

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

Buyer(s) Initials AW Seller(s) Initials JC

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 March 16, 2014, for a
4 transaction relative to the following Property: 827 Garfield Avenue, 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: XC Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: _____
18 Downingt@ci.beloit.wi.us

19 Buyer's Initials: pw Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: wammyball62@aol.com
21 _____

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

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

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

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

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

10 Disclosures and Acknowledgments made with respect to the Property at 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' sign(atures) Print Names Here > CDA of the City of Beloit (Date) A

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.

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

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

69 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
70 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
71 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
72 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
73 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
74 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
75 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
76 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) *Vicki Jentoft-Johnson* 3-17-2014
122 (Agent's signature) * Print Agent & Firm Names Here * Vicki Jentoft-Johnson, C-21 Affiliated (Date) *

123 **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so 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) *Pamela F Wisner Pamela F Wisner*
156 (ALL Buyers' signatures) * Print Names Here * (Date) *
157

REAL ESTATE CONDITION REPORT

DISCLAIMER

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 827 Garfield Avenue (STREET ADDRESS) IN THE Rock 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 transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

Instead of responding to any statement below with a "yes", "no" or "not applicable", and explaining the "yes" statements, the owner may substitute 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.6. I am aware that this property is served by a joint well.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

See
Expert's
Report

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

Yes No NIA

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).

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).

C.10. I am aware of defects in the basement or foundation (including cracks, seepage and bulges). *Other basement defects might include, but are not limited to, flooding, extreme dampness or wet walls, unsafe concentrations of mold, or defects in drain tiling or sump pumps.*

C.11. I am aware that the property is located in a floodplain, wetland or shoreland zoning area.

C.12. I am aware of defects in the structure of the property. *Structural defects with respect to the residence or other improvements might include, but are not limited to, movement, shifting or deterioration in walls or foundation; major cracks or flaws in interior or exterior walls, siding, partitions or foundation; wood rot, and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways or insulation.*

C.13. I am aware of defects in mechanical equipment included in the sale either as fixtures or personal property. *In addition to heating, ventilation, and air conditioning (HVAC) equipment defects, mechanical equipment defects might include, but are not limited to, defects in any stove, oven, hood, microwave, dishwasher, refrigerator, freezer, washer, dryer, trash compactor, garbage disposal, central vacuum, garage door opener, or incinerator which is included in the sale.*

C.14. I am aware of boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).

C.15. I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system or other potentially hazardous or toxic substances on the premises. *Such defects might also be caused by unsafe levels of mold or the production of methamphetamine (meth) or other hazardous chemicals on the property. Note: Specific Federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.*

C.16. I am aware of the presence of asbestos or asbestos-containing materials on the premises.

C.17. I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties. *Such defects might include, but are not limited to, environmental hazards resulting from an adjacent or nearby dump, gas station, or commercial/industrial business which improperly uses/handles toxic substances.*

C.18. I am aware of current or previous termite, powder-post beetle or carpenter ant infestations.

C.19. I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the property or a violation of applicable state or local smoke detector laws; *NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 & 101.847). 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.*

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.

C.21. I am aware of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. *This might include, but is not limited to, orders to correct building code violations.*

C.22. I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment. *Abnormal property tax increases might include, but are not limited to, area assessments or other reassessments.*

C.23. I am aware that remodeling that may increase the property's assessed value was done.

C.24. I am aware of proposed or pending special assessments. *Such assessments might be for planned public improvements such as, but not limited to, sidewalks, streets, curb and gutter, sewer or water mains or laterals, terrace trees, or lake improvements such as dredging.*

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.

C.25. I am aware of the proposed construction of a public project that may affect the use of the property.

C.26. I am aware of subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, *any land division involving the property for which required state or local permits had not been obtained, conservation easements, restrictive covenants, rights-of-way, easements, or another use of a part of the property by nonowners, other than recorded utility easements.*

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.

C.27. I am aware of other defects affecting the property. *Other defects might include, but are not limited to, diseased or dying trees or shrubs; animal, reptile or insect infestation; drainage easement or grading problems; substantial pet damage; excessive siltling, 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.*

ADDITIONAL INFORMATION

Table with 4 columns: Question (D.1, D.1.a, D.1.b, D.1.c, D.1.d, D.1.e, D.1.f, D.1.g, D.2, D.3), Yes, No, N/A, and See Expert's Report. Contains various questions about property history and assessments.

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.wdcoffenders.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 5/15/12 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 [Signature] Date 3-17-14 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.



BUYER'S EDGE CERTIFICATE OF APPROVAL

This certificate verifies that PAMELA F WISNER has been approved for the Buyer's Edge mortgage program and qualified for a maximum PITI payment (principal, interest, taxes and insurance) of \$ 375 based on the purchase of a home with a loan to value ratio not to exceed 80 %.

Buyer's Edge program approval is granted on March 17, 2014 and is valid until July 15, 2014 subject to the following conditions

PRIOR TO FINAL LOAN APPROVAL:

*Subject to verification of income, auto to be paid in full,
NHS and FHLB grants to be received.*

Issued by Associated Bank

Signed: Pam Drye
Loan Officer: Pam Drye
NMLS # 408484

Note: Associated Bank reserves the right to terminate or modify your eligibility for the Buyer's Edge program contingent upon changes in the above terms or conditions, or changed in your financial or employment status. Should the applicant withdraw from the Buyer's Edge program for any reason, all application fees will be forfeited. This Buyer's Edge certificate of approval is valid only at Associated Bank for a maximum period of 120 days from the earliest dated document in the loan application file.

CAUTION: THIS LETTER IS ISSUED ONLY TO YOU, THE LOAN APPLICANT. WE ARE NOT DELIVERING A COPY OF THIS LETTER TO ANY OTHER PARTIES, BROKERS OR AGENTS IN YOUR TRANSACTION. FOR ANY PURCHASE TRANSACTIONS DELIVERY OF THIS LETTER TO OTHER PARTIES IN THE TRANSACTION MAY AFFECT YOUR RIGHTS UNDER THE FINANCING CONTINGENCY IN YOUR PURCHASE AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER TO DELIVER THIS LETTER TO ANY OTHER PARTIES IN YOUR TRANSACTION, AND FOR DELIVERING THIS LETTER IF YOU CHOOSE TO DO SO. IF YOU HAVE ANY QUESTIONS REGARDING THIS ISSUE, CONSULT WITH YOUR LEGAL COUNSEL.



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5b

TOPIC: Amendment of the 2014 Community Development Block Grant (CDBG) Action Plan and Budget

ACTION: Approval of the attached resolution 2014-08

PRESENTER: Teri Downing

STAFF REPORT:

In November, the City Council approved the 2014 Community Development Block Grant (CDBG) budget. At the time the budget was prepared, staff estimated a 2014 grant amount of \$500,000. We were recently notified by the Department of Housing and Urban Development that we will receive \$572,341. Therefore, the City must amend its 2014 CDBG budget and Annual Action Plan to account for this increase.

We are proposing to increase the amounts approved for public service activities by approximately 20%. The Public Service Cap is calculated by adding together the 2014 grant and the 2013 program income and multiplying that by 15 percent. This gives us a cap of approximately \$156,099. City Council originally approved \$129,300 for public service activities.

Staff is proposing to allocate the remaining \$45,540 in grant funds to the City's Housing Rehab Revolving Loan Fund. The Housing Rehab Loan Program underwriting guidelines were recently revised to allow more families to qualify for the program. In addition, the City has been awarded a Lead Hazard Control grant in partnership with Rock County and the City of Janesville. Oftentimes, families need additional rehabilitation work not covered by the Lead Grant funding. These additional CDBG funds will allow more families to be assisted.

Staff is proposing there to be no changes to the originally approved budget amounts for Fair Housing Activities, Program Administration, Code Enforcement, or Economic Development.

Due to the amount of the budget amendment, the Community Development Authority will be making a recommendation to the City Council and a Public Hearing will be held at the May 5, 2014 Council Meeting. A notice will be published in the Beloit Daily News on March 29 and the Stateline News on March 30 giving notice of the hearing and a 30-day public review period

which will be held from March 31, 2014 until May 1, 2014.

After Council approval, staff will update the Budget and Annual Action Plan with necessary changes for submittal to HUD.

STAFF RECOMMENDATION

Staff recommends that the CDA approve the attached resolution, which amends the Annual Action Plan and Budget as indicated on the attached Exhibit A.

ATTACHMENTS:

Resolution 2014-08, Attachment A – 2014 CDBG Budget Spreadsheet

RESOLUTION 2014-08
RECOMMENDING APPROVAL OF AN AMENDMENT TO THE 2014
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ACTION PLAN AND BUDGET

WHEREAS, the City of Beloit approved a CDBG budget with \$500,000 in new grant funds and \$362,000 in program income for a total budget of \$862,000 in 2014 Community Development Block Grant (CDBG) funds, and

WHEREAS, the Department of Housing and Urban Development has notified the City of Beloit that the City's grant award will be \$572,341, which is an increase of \$72,341 from the budgeted amount.

NOW THEREFORE BE IT RESOLVED, that the Community Development Authority of the City of Beloit, Rock County, Wisconsin hereby recommends that the City Council amend the 2014 CDBG Budget and Action Plan to increase the CDBG budget as indicated on the attached Exhibit A.

Adopted this 26th day of March, 2014.

COMMUNITY DEVELOPMENT AUTHORITY

Thomas Johnson, Chairman

ATTEST:

Julie Christensen, Executive Director

Attachment A

	2013 Award	2014 Council Approved	Proposed Increase	\$ Change	% Change
Public Service: 15% cap =	\$129,300		\$156,099	New Cap	
1 Community Action - Fatherhood Initiative and Skills Enhancement	\$ 19,702	\$ 21,500	\$ 25,956	4,456	20.7%
2 Family Services - The Key: Transitional Living Program	\$ 6,896	\$ -	\$ -	-	
3 Family Services - Beloit Domestic Violence Center: Emergency Housing	\$ 6,896	\$ 12,000	\$ 14,487	2,487	20.7%
4 Family Services - Home Companion Registry for Senior Personal Care	\$ 14,692	\$ 15,000	\$ 18,109	3,109	20.7%
5 Family Services - Homelessness Prevention and Rapid Rehousing Project	\$ 9,935	\$ -	\$ -	-	
6 Hands of Faith - Emergency Shelter for Homeless Families	\$ 7,388	\$ 9,500	\$ 11,469	1,969	20.7%
7 Merrill Community Center - Youth and Senior Programs	\$ 19,702	\$ 21,500	\$ 25,956	4,456	20.7%
8 NHS - Homeownership: The Solution to Eliminating Blight in the City of Beloit	\$ 19,007	\$ 21,500	\$ 25,956	4,456	20.7%
9 Salvation Army: After School Programming	\$ -	\$ -	\$ -	-	
10 Stateline Literacy Council - Hispanic Outreach for Comprehensive Literacy	\$ 19,702	\$ 21,500	\$ 25,956	4,456	20.7%
11 Voluntary Action Center - Beloit Senior Chore Service	\$ 6,896	\$ 6,800	\$ 8,209	1,409	20.7%
Total Public Services	\$ 130,816	\$ 129,300	\$ 156,099	26,799	20.7%
Planning and Program Administration: 20% cap =	\$133,600		\$ 148,068	New Cap	
12 Fair Housing Activities	\$ 15,000	\$ 5,000	\$ 5,000	\$ -	0.0%
13 Program Administration (No Application Needed)	\$ 118,247	\$ 125,000	\$ 125,000	\$ -	0.0%
Total Planning and Program Administration	\$ 133,247	\$ 130,000	\$ 130,000	\$ -	0.0%
Code Enforcement				\$ -	
14 Community Development Dept. - Code Enforcement / Inspection Program	\$ 110,900	\$ 115,000	\$ 115,000	\$ -	0.0%
Total Code Enforcement	\$ 110,900	\$ 115,000	\$ 115,000	\$ -	0.0%
Housing Rehabilitation				\$ -	
15 Community Development Dept. - Housing Rehabilitation Revolving Loan Program	\$ 177,950	\$ 125,700	\$ 171,242	\$ 45,542	36.2%
Total Housing Rehabilitation	\$ 177,950	\$ 125,700	\$ 171,242	\$ 45,542	36.2%
Economic Development				\$ -	
16 Economic Development - Commercial and Industrial Revolving Loan Fund	\$ -	\$ -		\$ -	0.0%
Total Economic Development	\$ -	\$ -		\$ -	0.0%
GRAND TOTAL	\$ 552,913	\$ 500,000	\$ 572,341	\$ 72,341	14.5%
CDBG Funds Available	\$ 552,913	\$ 500,000	\$ 572,341	\$ 72,341	14.5%
Surplus/Deficit	\$ -	\$ -	\$ (0)	\$ (0)	
Estimated Program Income	2013 Actual Program Income	2014 Projected Program Income	No Change		
17 Economic Development Revolving Loan Fund	\$ 223,681	\$ 39,000			
18 Code Enforcement	\$ 60,613	\$ 60,000			
19 Housing Rehabilitation Revolving Loan Fund	\$ 63,945	\$ 63,000			
20 Neighborhood Housing Services	\$ 120,081	\$ 6,000			
Total Estimated Program Income	\$ 468,320	\$ 168,000			
Total CDBG Budget	\$1,021,233	\$ 668,000			

	OLD	NEW	\$ Change	% Change
Pub Service Cap = (2014 Grant + 2013 PI) x 15%	129,300	\$ 156,099	\$ 26,799	20.7%
Planning Cap = (2014 Grant + 2014 PI) x 20%	133,600	\$ 148,068	\$ 14,468	10.8%