

Approved by the Wisconsin Department of Regulation and Licensing  
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704  
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**WB-11 RESIDENTIAL OFFER TO PURCHASE**

LICENSEE DRAFTING THIS OFFER ON 11/17/12 [DATE] IS (AGENT OF BUYER)

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

**GENERAL PROVISIONS** The Buyer, Gerald S. Danchar and Heidi L. Danchar

offers to purchase the Property known as [Street Address] 2254 S. 75th St

In the City County of Milwaukee Wisconsin (insert additional

description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

**PURCHASE PRICE:** Twenty Three Thousand Five Hundred Dollars

Dollars (\$ 23,500.00)

**EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 1,000.00

will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or

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

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

the date of this Offer not excluded at lines 17-18, and the following additional items: Range, Refrigerator, Appliances

have been in operation but not warranted. Remaining personal property.

**NOT INCLUDED IN PURCHASE PRICE:** \_\_\_\_\_

**CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented**

**and will continue to be owned by the lessor.**

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

**included/excluded.**

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

copies of the Offer.

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

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

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

or before 1/10/13. Seller may keep the Property on the

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

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

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

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

OR ARE LEFT BLANK.

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

written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

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

named at line 38 or 39.

Seller's recipient for delivery (optional): Gerald Danchar Milwaukee Co Real Estate

Buyer's recipient for delivery (optional): Heidi Danchar First Weber

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

Seller: ( 414 ) 223-1917 Buyer: ( 414 ) 543-0921

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

commercial delivery service, addressed either to the Party, 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.

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

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.

Delivery address for Seller: 2711 W. Wells St Food Place Brewery Beer WI 53208

Delivery address for Buyer: 10521 W. Layton Ave Greenfield WI 53228

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

53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

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

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

E-Mail address for Seller (optional): gerald.danchar@firstweber.com Heidi S.D.

E-Mail address for Buyer (optional): heidi.danchar@firstweber.com

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

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)

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116 **CLOSING** This transaction is to be closed no later than 1/31/13  
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 owners association  
120 assessments, fuel and none

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  Tax exempt for 2012 per State Stats.  
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 Vacant  
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) ~~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 report exempt sold as is, 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 Buyer relies on their own inspections and inquiries and purchases as is  
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** (1) Buyer is responsible for obtaining  
166 environmental testing, if they desire, at buyers cost and buyer  
167 shall not hold seller liable for any environmental contamination  
168 found on property.  
169 (2) Acceptance of this offer and sale of this property is subject to  
170 the approval of the Milwaukee County Board of Supervisors and  
171 the County Executive.  
172 (3) This is a cash offer.

**DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

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

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

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

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

205 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
206 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
207 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,  
208 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  
209 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
210 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
211 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
212 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
213 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
214 be held in trust for the sole purpose of restoring the Property.

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

- 216
- 217  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_
- 218 \_\_\_\_\_ (INSERT LOAN PROGRAM OR SOURCE) first mortgage
- 219 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an
- 220 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than
- 221 \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may
- 222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
- 223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
- 224 fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed
- 225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
- 226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
- 227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 OR 229.**
- 228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.
- 229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest
- 230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per
- 231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal
- 232 and interest may be adjusted to reflect interest changes.
- 233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
- 234 165-172 or 435-442 or in an addendum attached per line 434.
- 235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
- 236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
- 237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
- 238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
- 239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
- 240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
- 241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
- 242 unacceptability.
- 243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
- 244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
- 245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
- 246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
- 247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
- 248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
- 249 commitment.
- 250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
- 251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
- 252 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
- 253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
- 254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
- 255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
- 256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
- 257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
- 258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
- 259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
- 260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
- 261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
- 262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
- 263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
- 264  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
- 265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
- 266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
- 267 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers
- 268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
- 269 purchase price, accompanied by a written notice of termination.
- 270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
- 271 deadlines provide adequate time for performance.

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

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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



Property Address: 2254 S. 25th St West Allis, WI Page 9 of 9, WB-11

410  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses  
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of \_\_\_\_\_  
414 \_\_\_\_\_ (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**  
420 **as any follow-up inspection(s).**  
421 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the  
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice  
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**  
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If  
428 Seller has the 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 AS \_\_\_\_\_ 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] Ryan Watson First Weber  
444 \_\_\_\_\_ on 11/17/12

445 (x) [Signature] GERALD S DEMSCHER + Wendi L DEMSCHER 11-19-12  
446 Buyer's Signature ▲ Print Name Here ▶ Date ▲

447 (x) [Signature] Wendi L Demshar 11-19-12  
448 Buyer's Signature ▲ Print Name Here ▶ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  
450 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

455 (x) \_\_\_\_\_  
456 Seller's Signature ▲ Print Name Here ▶ Date ▲

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

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

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

GMAR  
Use Date: 06-1-11

Page 1 of 4, GMAR Add. A

**ADDENDUM A TO OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 11/17/12 (Offer) made by Gerald S. Demphay  
2 and Gerald S. Demphay (Buyer) with respect to the Property at 2254  
3 R 25th St West, Waukegan, IL Wisconsin (Property).

4 **OPTIONAL PROVISIONS** THE PROVISIONS ON LINES 7-38 AND LINES 171-184 PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS ADDENDUM  
5 IF MARKED SUCH AS WITH AN "X". THEY ARE NOT PART IF MARKED "N/A" OR LEFT BLANK (EXCEPT AS PROVIDED AT LINES 70-72).

6 **CAUTION: Broker recommends Buyer have the Property tested for all conditions that Buyer considers material to the transaction.**  
7 **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the  
8 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: \_\_\_\_\_

9 \_\_\_\_\_  
10 (Insert tests to be performed, e.g. asbestos, mold, radon, or other substances or conditions which may affect the health of occupants or the value or structure of  
11 the Property) within \_\_\_\_\_ days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** expense ("Buyer's" if neither is stricken). Seller  
12 (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 39-49.

13 **WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_ days  
14 ("15" if left blank) prior to closing, a written report dated no earlier than 30 days prior to the date set for closing from a state-certified or other independent qualified  
15 lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water systems for safe  
16 human consumption relative to the following substances: bacteria (of the Coliform group) and \_\_\_\_\_

17 \_\_\_\_\_ (Note: If desired insert other substances  
18 that may affect the drinking water safety such as: nitrate, lead, arsenic, etc.) (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for  
19 obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All water samples used for testing shall  
20 be taken by a licensed plumber or other independent, qualified person. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.  
21 See Right to Cure lines 39-49. (See DNR Web site: <http://www.dnr.state.wi.us/org/water/dwa/priweltp.htm>).

22 **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 50-53 regarding  
23 shared well agreements; see lines 73-75 regarding abandoned well(s) this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days ("15" if left  
24 blank) prior to closing a written report(s) dated no earlier than 30 days prior to the date set for closing from a licensed pump installer or a licensed well driller  
25 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not  
26 disapproved for current use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller  
27 (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 39-49.

28 **PRIVATE SANITARY SYSTEM [PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)] INSPECTION CONTINGENCY:** If the Property is  
29 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days prior to closing ("15" if left blank) a written report  
30 dated no earlier than \_\_\_\_\_ days prior to the date set for closing ("30" if left blank) from a county code administrator, licensed master plumber, licensed  
31 master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils  
32 tester, which indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller)  
33 **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be  
34 pumped at time of inspection at Seller's expense. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure  
35 lines 39-49.

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

38 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 7, 13, 23 & 29**  
39 Each contingency selected above (testing, well water, well system or private sanitary system (POWTS)) shall be deemed satisfied unless Buyer, within five days of  
40 the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to  
41 Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects. If Seller was granted the right to cure in a contingency above  
42 Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to  
43 cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior  
44 to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have the  
45 right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of  
46 election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the  
47 current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless  
48 otherwise agreed to in writing.

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

53 **CODE COMPLIANCE/OCCUPANCY** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include rental Certificate of  
54 Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete: **CHECK A or B** ("B" if neither is checked)

55  A. All work orders required to obtain the above certificate of Code Compliance or Occupancy Permit.  
56  B. The total of all work orders not to exceed \$ \_\_\_\_\_ ("\$400" if left blank). Buyer shall pay the balance of the costs of  
57 the work orders unless the Buyer delivers written notice to Seller of Buyer's refusal within seven (7) days of Seller's delivery of the work orders to  
58

59 Buyer. Within three (3) days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of Seller's election to declare the Offer  
60 null and void. If Seller does not timely deliver said notice to Buyer, Seller shall pay the balance of the total costs of the work orders.

61 NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance certificate for all residential units. Regardless of the  
62 municipality in which the Property is located Buyer and Seller agree to contact local municipal officials regarding their obligations under applicable  
63 code compliance/registration ordinances.

64 **RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain a Certificate of Exterior  
65 Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner occupied dwellings in some areas) to notify  
66 the Building Inspector of a change of ownership within fifteen (15) days of a closing. Buyer must file a Property Recording Application and pay a fee to the City.  
67 Seller must file a Seller Notification Form or provide notice by telephone at (414) 286-8569. Penalties exist for non-compliance.

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

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

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

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

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

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

109 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or  
110 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank,  
111 related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written  
112 confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Commerce ("DCOMM") registration. It is  
113 Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and to comply  
114 with applicable DCOMM operating requirements (Contact DCOMM at 414-371-5670).

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

59 Buyer. Within three (3) days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of Seller's election to declare the Offer  
60 null and void. If Seller does not timely deliver said notice to Buyer, Seller shall pay the balance of the total costs of the work orders.

61 NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance certificate for all residential units. Regardless of the  
62 municipality in which the Property is located Buyer and Seller agree to contact local municipal officials regarding their obligations under applicable  
63 code compliance/registration ordinances.

64 **RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain a Certificate of Exterior  
65 Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner occupied dwellings in some areas) to notify  
66 the Building Inspector of a change of ownership within fifteen (15) days of a closing. Buyer must file a Property Recording Application and pay a fee to the City.  
67 Seller must file a Seller Notification Form or provide notice by telephone at (414) 286-8569. Penalties exist for non-compliance.

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

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

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

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

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

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

109 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or  
110 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank,  
111 related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written  
112 confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Commerce ("DCOMM") registration. It is  
113 Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and to comply  
114 with applicable DCOMM operating requirements (Contact DCOMM at 414-371-5670).

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

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

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

121 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY** Municipal zoning and building restrictions  
122 affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in the municipality.  
123 Buyer is informed that many properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building  
124 regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider  
125 special hazard insurance if Property is considered legal non-conforming). If this Property is damaged in an amount of 50% or more of the assessed value, the  
126 governing community may restrict or prohibit the reconstruction without a zoning or use variance. Buyer is encouraged to contact the appropriate municipal  
127 authorities regarding existing zoning and building restrictions and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.  
128 Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection.

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

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

136 **INSURANCE PROVISIONS**

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

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

149 **FINANCING ISSUES**

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

151 **A.** Within ten (10) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing, paid the required fees  
152 for processing such application and is preapproved for financing. Said preapproval shall not be contingent upon income or credit verification and shall not be  
153 considered a commitment satisfying the financing contingency in the Offer. Seller may, no earlier than ten (10) days after acceptance, deliver a written request for  
154 copies of said confirmation and preapproval. Buyer shall deliver written evidence of said confirmation and preapproval no later than five (5) days after Seller's  
155 delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.

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

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

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

163 **NOTICE:** The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.  
164 The Parties acknowledge this requirement may result in an additional cost.

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165 **WAIVER OF FINANCING CONTINGENCY** If Buyer waives the financing contingency and, within \_\_\_\_\_ day(s) of the delivery of the notice of the waiver of  
166 financing contingency, delivers written verification of adequate funds sufficient to close the transaction, as required by the Offer, Seller agrees to waive Seller's  
167 rights under the financing contingency.

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

171  **FEDERAL VA MORTGAGE: (Buyer) (Seller) ~~STRIKE ONE~~** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed \_\_\_\_\_%  
172 ("0%" if left blank) of the mortgage amount.

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

174  **STATE VA MORTGAGE: (Buyer) (Seller) ~~STRIKE ONE~~** ("Seller" if neither is stricken) agrees to pay the loan origination fee not to exceed \_\_\_\_\_%  
175 ("0%" if left blank) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

176  **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ \_\_\_\_\_ ("0" if left blank) to assist  
177 Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the Offer.

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

179  **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year  
180 provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_. The cost of the

181 warranty will be paid by the (Seller) (Buyer) ~~STRIKE ONE~~ ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling)  
182 ~~STRIKE ONE~~ broker ("listing" if neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under  
183 the warranty plan.

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

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

Addendum Topic	Label	Addendum Topic	Label
<input checked="" type="checkbox"/> LEAD BASED PAINT	<u>S</u>	<input type="checkbox"/>	
<input type="checkbox"/> OCCUPANCY		<input type="checkbox"/>	
<input type="checkbox"/> RENTAL PROPERTY		<input type="checkbox"/>	

191 **ADDITIONAL CONTINGENCY:** This Offer is contingent upon \_\_\_\_\_  
192 \_\_\_\_\_  
193 \_\_\_\_\_ on or before \_\_\_\_\_ in the event \_\_\_\_\_  
194 \_\_\_\_\_

195 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 193. Should Buyer fail  
196 to notify Seller, Buyer shall be deemed to have waived this contingency.

197 **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
198 \_\_\_\_\_  
199 \_\_\_\_\_  
200 \_\_\_\_\_  
201 \_\_\_\_\_  
202 \_\_\_\_\_  
203 \_\_\_\_\_  
204 \_\_\_\_\_  
205 \_\_\_\_\_  
206 \_\_\_\_\_  
207 \_\_\_\_\_  
208 \_\_\_\_\_

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

211 **READING/UNDERSTANDING** By Initialing below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this  
212 Addendum, the Offer and any other documents incorporated into the Offer. Initialing below by Seller does not signify acceptance or agreement with the terms of  
213 the Addendum.

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

217 J. D. \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
218 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

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

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

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

Disclosures and Acknowledgments made with respect to the Property at 2254 S. 75th Street, West Allis, Wisconsin.

**SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

(1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: NONE

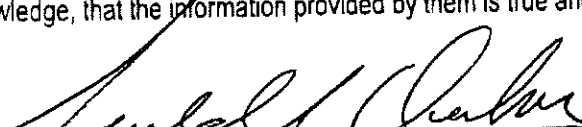
(Explain the information known to Seller, including any additional information available about the basis for the determination that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

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

NO RECORDS

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

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

(X)  (Date) 11-19-12  
(All Sellers' signatures) Print Names Here ▶ Craig Dillmann, Mgr. Real Estat.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

87 ■ **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.



113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

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

119 (X) \_\_\_\_\_ (Date) ▲  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

121 (X) \_\_\_\_\_ (Date) ▲  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ *Ryan Vesteren First Weber* 11/17/12

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) \_\_\_\_\_ (Date) ▲  
156 (Buyer's signatures) ▲ Print Names Here ▶ *Wendy L Dembar* 11-19-12  
157



# MILWAUKEE COUNTY INTERACTIVE MAP SERVICE



### Notes

2254 South 75th Street

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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### Legend

1: 1,038

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Airport 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k

173 0 87 173 Feet

