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17450 W. North Avenue • Brookfield, WI 53045
262-827-4200

Approved by the Wisconsin Department of Regulation and Licensing
7-1-00 (Optional Use Date)
1-1-00 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 3/19/11 [DATE] IS (AGENT OF SELLER)(AGENT OF BUYER)(DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, Patrick Wilta

3 offers to purchase the Property known as [Street Address] 5478 S. Packard Ave.

4 In the City of Cudahy County of Milwaukee

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 **PURCHASE PRICE:** Eighteen Thousand

7 Dollars (\$ 18,000.00)

8 **EARNEST MONEY** of \$ 500.00 accompanies this Offer and earnest money of \$ 500.00

9 will be paid within 3 days of acceptance.

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

11 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: Existing Concrete Paving

14 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 **ZONING:** Seller represents that the Property is zoned B-2 General Business

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider

22 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

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

24 before 5/15/11. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 38.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Gerald A. Baker, Milwaukee County

31 Seller's delivery address: 2711 W. Wells St., Milwaukee, WI 53208

32 Buyer's recipient for delivery (optional): Garrett Lafferty, Shorewest Realtors

33 Buyer's delivery address: 3580 S. Moorland Rd., New Berlin, WI 53151

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (262) 782.3792 Seller: (414) 223.1917

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement

39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~

42 lease(s), if any, are None

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or 2711 W. Wells St.

44 Milwaukee, WI 53208 no later than 5/31, 2011 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and None Other

47 Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on ~~(the net general real estate taxes for the current year, if known, otherwise on~~

49 ~~the net general real estate taxes for the preceding year)~~ (See Addendum A - Tax Proration Clause

50 ~~STRIKE AND COMPLETE AS APPLICABLE~~)

51 **CAUTION:** If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending

52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

53 **PROPERTY CONDITION PROVISIONS**

54 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated None Provided, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and Buyer relies solely upon his own inspections and is purchasing

58 the property in its as is condition ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT~~

59 A "condition affecting the Property or transaction" is defined as follows:

[page 2 of 5, WB-13]

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 85 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**
- 89 **ISSUES RELATED TO PROPERTY DEVELOPMENT; WARNING:** If Buyer contemplates developing Property for a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.
- 98 **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.
- 104 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
- 111 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.
- 114 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
- 122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**
- 125 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

131 **PROPERTY ADDRESS:** 5478 S. Packard Ave., Cudahy, WI 53110 [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: None
138 Other _____ . If "Time is of the Essence"

137 applies to a date or 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 a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a CASH OFFER
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.

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

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.
172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

175 **ADDITIONAL PROVISIONS/CONTINGENCIES** Job Loss Protection: Seller (struck) (shall not) **STRIKE ONE** (shall not if neither is struck) provide buyer with a Job Loss Protection Program which includes coverage for the first 24 months of Buyer's loan and will pay up to 6 monthly mortgage payments (Maximum of \$1,800 PITI per month). The cost of the program, paid by seller, shall be \$595. The protection plan will be ordered by the (listing) (selling) broker **STRIKE ONE** (selling broker if neither is struck).

183 Buyer is responsible for any and all costs associated with the extension and hookup of all utilities including cable, electric, gas, sewer and water laterals. Buyer is responsible for obtaining any environmental testing, if desired, at Buyer's cost. Buyer shall not hold Seller liable for any environmental contamination found on property. Acceptance of this offer and sale of property is subject to the approval of the Milwaukee County Board of Supervisors and the County Executive. Buyer, at Buyer's expense may obtain an appraisal which will value the property at \$18,000 or more or this offer is null and void & earnest returned.

188 **ADDENDA:** The attached Addenda A & S _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and None Other _____

194 _____
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
 200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**
 207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.
 213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).
 219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.
 222 **DEFAULT**
 223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.
 226 If Buyer defaults, Seller may:
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.
 230 If Seller defaults, Buyer may:
 231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 233 In addition, the Parties may seek any other remedies available in law or equity.
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.
 238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**
 242 **EARNEST MONEY**
 243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
 247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money; (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.
 257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: 5478 S. Packard Ave., Cadash, WI 53110 (page 6 of 6, WG-13)

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271-314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 N/A PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsol
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property, e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development: _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 N/A MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 N/A INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement.
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 3/17/2011 (date) by (Licensee and Firm) Garrett Walker, Shorewest Realtors

316 (X) Patrick R. White _____ Date 03-19-2011
317 Buyer's Signature & Print Name Here: Patrick White Social Security No. or FEIN: _____ Date: _____

318 (X) _____ Date _____
319 Buyer's Signature & Print Name Here: _____ Social Security No. or FEIN: _____ Date: _____

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 WILWAUKEE COUNTY Broker (By) _____

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

325 (X) _____ Date _____
326 Seller's Signature & Print Name Here: _____ Social Security No. or FEIN: _____ Date: _____

327 (X) _____ Date _____
328 Seller's Signature & Print Name Here: _____ Social Security No. or FEIN: _____ Date: _____

329 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED (See attached counter) _____
331 _____ Date _____ _____ Date _____

ADDENDUM A TO OFFER TO PURCHASE

Page 1 of 4

1 This Addendum is made part of the Offer to Purchase dated 3/19/11 ("Offer") made by Patrick Witt
2 _____ ("Buyer") with respect to the Property at
3 5478 S. Packard Ave., Cudahy _____, Wisconsin (Property).
4 **OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 6 - 38 AND LINES 185 - 198 ARE A PART OF THIS ADDENDUM IF MARKED,**
5 **SUCH AS WITH AN "X." THEY ARE NOT PART IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 74-76).**
6 **N/A TESTING CONTINGENCY:** Broker recommends that Buyer have the Property tested for all conditions that Buyer considers material to
7 the transaction. This Offer is contingent upon Buyer obtaining a current written report from a qualified independent expert documenting the
8 results of the following tests which shall be done pursuant to applicable industry/government testing protocols (*Note: insert tests to be performed,*
9 *e.g. asbestos, mold, lead-based paint, radon, or other substances or conditions which may affect the health of occupants or the value or*
10 *structure of the Property*): _____ within _____ days (*15 days if left blank*) of
11 acceptance, at (Buyer's)(Seller's) **STRIKE ONE** expense (*Buyer if neither is struck*). Seller (shall)(shall not) **STRIKE ONE** have the
12 right to cure. (*Seller shall have a right to cure if no choice is indicated.*) See right to cure lines 39-50.
13 **N/A WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later
14 than _____ days (*15 if left blank*) before closing, a report dated no earlier than 30 days before the date set for closing from a state-approved or
15 other qualified lab which indicates that the well(s) is/are supplying water which is within the levels established by federal or state laws regulating
16 public water systems for safe human consumption for the following substances: bacteria (of the Coliform group) and _____
17 _____
18 _____ (*Note: if desired insert other*
19 *substances which may affect the safety of drinking water such as: nitrates, lead, etc.*) (Buyer)(Seller) **STRIKE ONE** (*Seller if neither is*
20 *struck*) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the
21 other Party and listing and selling broker(s), if any. All water samples used for testing shall be taken by a licensed plumber or other independent,
22 qualified person. Seller (shall)(shall not) **STRIKE ONE** have the right to cure. (*Seller shall have a right to cure if no choice is indicated.*)
23 See lines 39-50 regarding right to cure. (*See DNR Web site: <http://www.dnr.state.wi.us/org/water/dwg/privweltp.htm> for testing guidelines.*)
24 **N/A WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (*see lines*
25 *51-55 regarding shared well agreements, see lines 77-79 regarding abandoned wells*) this Offer is contingent upon Buyer receiving no later
26 than _____ days (*15 if left blank*) before closing a report(s) dated no earlier than 30 days before the date set for closing from a licensed pump
27 installer or a licensed well driller competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the
28 code in effect at the time they were installed and are not disapproved for current use. (Buyer)(Seller) **STRIKE ONE** (*Seller if neither is*
29 *struck*) shall be responsible for obtaining the report(s), including all costs. Seller (shall)(shall not) **STRIKE ONE** have the right to cure.
30 (*Seller shall have a right to cure if no choice is indicated.*) See lines 39-50 regarding right to cure.
31 **N/A PRIVATE SANITARY SYSTEM INSPECTION CONTINGENCY:** If the Property is served by a private sanitary system this Offer is
32 contingent upon Buyer receiving no later than _____ days before closing (*15 if left blank*) a report dated no earlier than _____ days before the date
33 set for closing (*30 if left blank*) from a county sanitarian, licensed master plumber, licensed master plumber-restricted sewer, licensed plumber
34 designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which indicates that the private
35 sanitary system is not disapproved for current use. (Buyer)(Seller) **STRIKE ONE** (*Seller if neither is struck*) shall be responsible for obtaining
36 the report, including all costs other than pumping costs. The private sanitary system is to be pumped at time of inspection at Seller's expense.
37 Seller (shall)(shall not) **STRIKE ONE** have the right to cure. (*Seller shall have a right to cure if no choice is indicated.*) See lines 39-50.
38 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 6, 14, 25 & 32**
39 Each contingency selected above (testing, well water, well system or private sanitary system) shall be deemed satisfied unless Buyer, within
40 five days of the earlier of: 1) Buyer's receipt of the applicable testing, water, well or sanitary system reports(s) or 2) the deadline for delivery of
41 said report(s), delivers to Seller, and listing broker if Property is listed, a copy of the report(s) and a written notice identifying the defect(s) to
42 which Buyer objects. If Seller was granted the right to cure in a contingency above Seller may satisfy the contingency by (1) delivering a written
43 notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the defects in a
44 good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within three days prior to closing. This Offer
45 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
46 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
47 written notice of election to cure. For the purposes of this contingency, Defect is defined per the offer to purchase. Cures of defects in private
48 sanitary systems may be accomplished only by repairing the current private sanitary system or by replacing the current private sanitary system
49 with the same type of system which meets the applicable standard stated above, unless otherwise agreed to in writing
50 **SHARED WELL AGREEMENT:** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense,
51 provide Buyer with a copy of a shared well agreement which provides standards for operation, maintenance and use of the shared well for
52 residential purposes no later than fifteen (15) days before closing. Unless this sentence is struck the agreement shall provide for the prorata
53 cost sharing for all parcels included in the agreement. If the agreement has not already been recorded, it shall be provided in recordable form,
54 with recording fees to be Seller's expense at closing.
55 **CODE COMPLIANCE/OCCUPANCY:** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include
56 rental Certificate of Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete:
57 **CHECK A or B** (*If neither is checked B is deemed checked*)
58 **N/A** A. All work orders required to obtain the above Certificate of Code Compliance or Occupancy Permit.
59 B. The total of all work orders not to exceed \$ _____ (*\$400 if left blank*). Buyer shall pay the balance of the
60 _____

61 costs of the work orders unless Buyer delivers written notice to Seller of Buyer's refusal within 7 days of Seller's delivery of the
62 work orders to Buyer. Within three days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of
63 Seller's election to declare the Offer null and void. If Seller does not timely deliver the notice to Buyer, Seller shall pay the balance
64 of the total costs of the work orders. NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance
65 certificate for all residential units. *Regardless of the municipality in which the Property is located Buyer and Seller agree to contact*
66 *local municipal officials regarding their obligations under applicable code compliance/registration ordinances.*

67 ■ **RENTAL PROPERTY ORDINANCES:** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain
68 a Certificate of Exterior Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner
69 occupied dwellings in some areas) to notify the Building Inspector of a change of ownership within 15 days of a closing. Buyer must file
70 a Property Recording Application and pay a fee to the City. Seller must file a Seller Notification Form or provide notice by telephone at
71 (414) 286-8569. Penalties exist for non-compliance.

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

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

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

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

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

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

117 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** If Seller has notice or knowledge of an underground storage
118 tank or basement or above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer
119 written confirmation that the tank, related components and procedures relating to upgrading and/or closure are in full compliance with

120 all federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's closure report and
 121 any required Wisconsin Department of Commerce ("DCOMM") registration. It is Buyer's sole responsibility to re-register in his or her
 122 name any underground storage tanks remaining in use upon the Property after close of sale and to comply with applicable DCOMM
 123 operating requirements (Contact DCOMM at 414-371-5670). **NOTE: REMOVAL OF MOST RESIDENTIAL BASEMENT FUEL OIL TANKS IS NOT**
 124 **REQUIRED UNDER STATE LAW.**

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

127 ■ **FLOOD PLAINS/WETLANDS:** Buyer is aware that the flood plain and wetland maps referred to in the Offer lack detail, are difficult to
 128 interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials
 129 to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase.

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

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

143 ■ **ACTUAL RECEIPT DEFINITION:** "Actual receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered
 144 to the Party (NOTE: 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
 145 notice by (a) certified mail, return receipt requested or by (b) commercial delivery service which receives the signature of Party on delivery;
 146 or (3) at any other time the Party acknowledges in writing that they have received the notice.

147 ■ **INSURANCE PROVISIONS:**

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

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

163 ■ **FINANCING ISSUES:**

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

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

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

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

Property address: 5478 S. Packard Ave., Cudahy

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

179 **WAIVER OF FINANCING CONTINGENCY:** if buyer waives the financing contingency and, within 5 day(s) of the delivery of the
180 notice of the waiver of financing contingency, delivers written evidence of adequate funds sufficient to close the transaction, as required by
181 the offer to purchase, Seller agrees to waive Seller's rights under the financing contingency.

182 **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
183 Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails
184 to appraise for the purchase price. Seller also agrees to pay lender at time of closing a tax service fee not to exceed \$100.00.

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

188 **State VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** (Seller if neither is struck) agrees to pay the loan origination fee not to exceed
189 _____% (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

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

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

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

195 The cost of the warranty will be paid by the (Seller)(Buyer) **STRIKE ONE** (Seller if neither is struck) at closing. The warranty plan will be
196 ordered by the (listing)(selling) **STRIKE ONE** broker (listing broker if neither is struck) Buyer is advised that a home inspection may detect
197 pre-existing conditions which may not be covered under the warranty plan.

198 **ASSOCIATION FEE:** Buyer acknowledges the (monthly, quarterly, annual) **STRIKE TWO** association fee of \$_____ (\$0 if blank).

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

201	Addendum Topic	Label	Addendum Topic	Label
202	<input checked="" type="checkbox"/> LEAD BASED PAINT	S	<input type="checkbox"/> Alternate Financing — "Bridge Loan" and "Second Mortgage"	F
203	<input type="checkbox"/> OCCUPANCY	O		
204	<input type="checkbox"/> RENTAL PROPERTY	R		

205 **ADDITIONAL CONTINGENCY:** This Offer is Contingent upon _____
206 _____
207 _____ on or before _____ in the event _____
208 _____

209 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the above stated date. Should
210 Buyer fail to so notify Seller, Buyer shall be deemed to have waived this contingency.

211 **ADDITIONAL PROVISIONS:** _____
212 _____
213 _____
214 _____
215 _____
216 _____
217 _____
218 _____
219 _____
220 _____
221 _____
222 _____

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

225 **READING/ACKNOWLEDGMENT:** By initialing below, each Party acknowledges receipt of a copy of this addendum and that he
226 or she has read all four pages carefully and all of the Offer, addenda and any other documents incorporated into the Offer. Seller's
227 initials shall not constitute the acceptance or other disposition of the Offer.

228 **ADDENDUM PROVISIONS:** Buyer and Seller are advised that this Addendum contains standard provisions which are not appropriate in all
229 transactions. No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. Buyer and
230 Seller are encouraged to consult with their own legal counsel regarding the provisions of this Addendum.

231 PLW 03-19-2011 (X) _____ (X) _____ (X) _____
232 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

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SUPPLEMENT TO ADDENDUM A TO OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 3/19/11 ("Offer") made by Patrick Wilts
2 _____ ("Buyer") with respect to the Property located at
3 5478 S. Packard Ave, Cudahy, Wisconsin (Property).

4 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Seller is aware and agrees that Buyer or Buyer's representatives
5 may be present at inspections and tests.

6 **ACTUAL RECEIPT DEFINITION:** The definition of "delivery" in the Offer does not define "actual receipt."

7 **NO FINANCING CONTINGENCY:** Buyer shall provide to Seller within 7 days of acceptance written evidence from a financial
8 institution or a third party in control of the funds that Buyer shall have adequate funds available at closing. If Buyer does not
9 provide written evidence, Seller has the right to terminate this Offer by written notice delivered to Buyer. Buyer may or may not
10 obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's
11 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not contingent
12 upon the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
13 access for an appraisal constitute a financing contingency.

14 **WAIVER OF FINANCING CONTINGENCY:** This Waiver supersedes lines 178-181 of Addendum A to the Offer to Purchase.
15 If Buyer waives the financing contingency and, within N/A day(s) of the delivery of the notice of the waiver of financing
16 contingency, delivers written evidence of adequate funds sufficient to close the transaction, as required in the Offer or addenda
17 thereto. Seller agrees to waive Seller's rights under the financing contingency.

18 **SALES CONCESSIONS:** Buyer and Seller authorize the agents of Buyer and Seller to report sales and financing concession
19 data to multiple listing service sold databases and provide listing, pending sale, closed sale and financing concession
20 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to
21 appraiser researching comparable sales, market conditions and listings, upon inquiry.

22 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
23 ~~STRIKE ONE~~ (Seller if neither is struck) cost to provide coverage for any liens or encumbrances first filed or recorded after the
24 effective date of the title insurance commitment and before the deed is recorded, provided the title company will issue the
25 endorsement. If a gap endorsement or equivalent coverage is not available, Buyer may give written notice that title is not
26 acceptable for closing (see TITLE NOT ACCEPTABLE FOR CLOSING section of the offer to purchase).

27 **TAX PRORATIONS:** If the real estate taxes for the year of closing are not known at least 5 days prior to the date set for
28 closing, the tax proration rate shall be based on Tax Exempt % (100% if blank) of the net general taxes for the year prior to
29 closing. The proration shall be made after deduction for the lottery tax credit. This paragraph supplements the Offer's tax
30 proration language unless struck.

31 **SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with
32 the registry by contacting the Wisconsin Department of Corrections on the Internet at: <http://www.widocoffenders.org>
33 or at (800) 240-5830.

34 **READING/ACKNOWLEDGMENT:** By initialing below, each Party acknowledges receipt of a copy of this Addendum and that
35 he or she has read this page carefully and all of the Offer, addenda and any other documents incorporated into the Offer.
36 Seller's initials shall not constitute the acceptance or other disposition of the Offer.

37 **ADDENDUM PROVISIONS:** Buyer and Seller are advised that this Addendum contains provisions which are not
38 appropriate in all transactions. No representation is made as to the legality, appropriateness or adequacy of any
39 provision in a specific transaction. Buyer and Seller are encouraged to consult with their own legal counsel regarding the
40 provisions of this Addendum.

41 PKW 03.19.2011 (X) _____ (X) _____
42 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

PARCEL 1
C.S.M. 6840

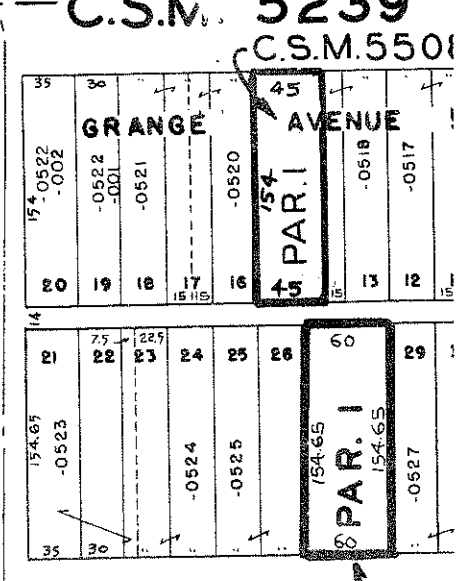
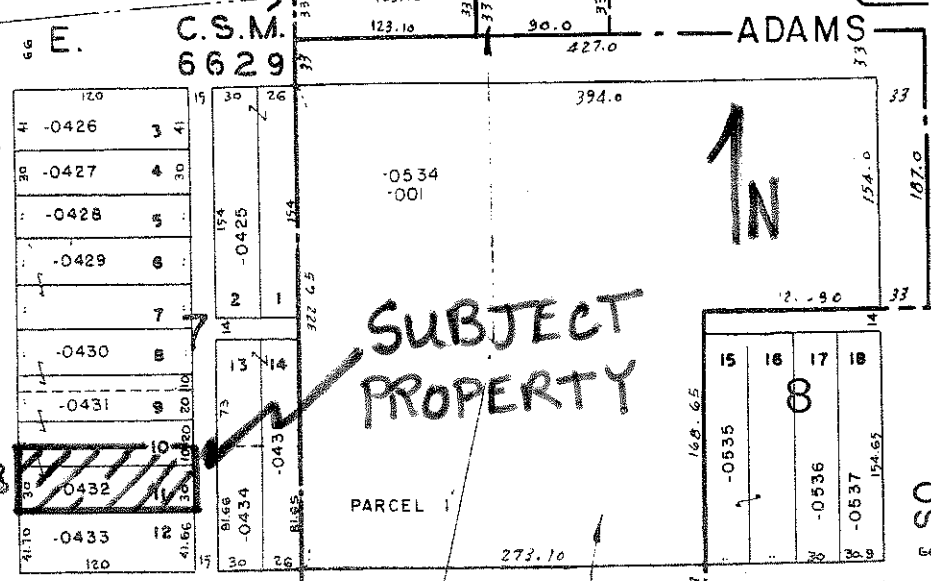
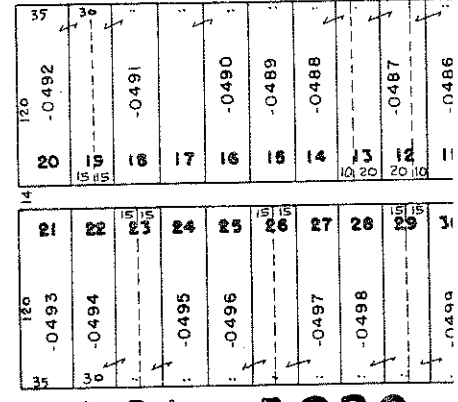
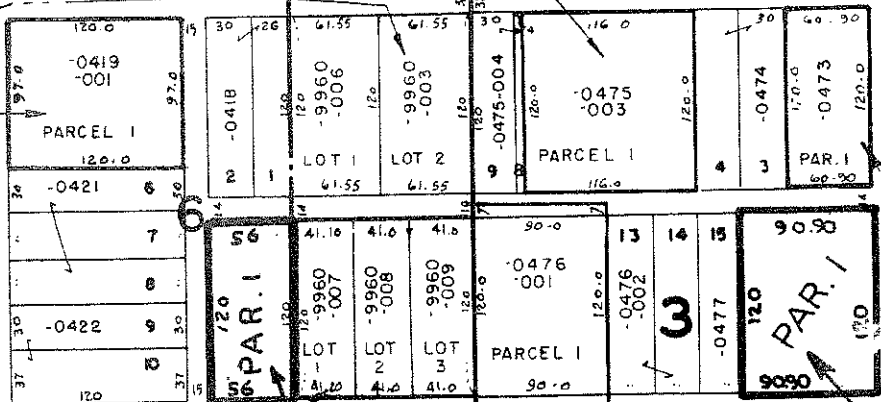
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C.S.M.
PARCEL 1

PACKARD

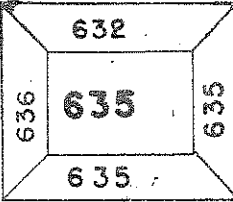
KIRKWOOD

MALLORY



SUBJECT PROPERTY

↑
N



C.S.M. NO. 2658

C.S.M. NO. 2187

C.S.M. NO. 2527

C.S.M. 5924

CITY OF CUDAHY

Rev. 3/01

BRENK & COIT LAND
CO'S ADD'N.

1/4 CORNER
1/4 SEC.

C.S.M. NO. 893

NO. 4
NO. 7

NO. 5
NO. 8

C.S.M. NO. 2658

Rev. 3/01