

Community Development Authority Board of Directors

Whitewater Municipal Building Community Room, 312 West Whitewater St., Whitewater, WI 53190 *In Person and Virtual

Thursday, November 20, 2025 - 5:30 PM

Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

You are invited to a Zoom webinar!
When: Nov 20, 2025 05:30 PM Central Time (US and Canada)
Topic: CDA

Join from PC, Mac, iPad, or Android:
https://us06web.zoom.us/j/89426541134?pwd=qMq4Q8cvWIhs43tCZkRvsNFy2YBgUA.CJHQoNVgpKzQ1
_wD
Passcode:647974

Phone one-tap: +16469313860,,89426541134#,,,,*647974# US +19292056099,,89426541134#,,,,*647974# US (New York)

> Join via audio: ++1 312 626 6799 US (Chicago) +Webinar ID: 894 2654 1134 Passcode: 647974

International numbers available: https://us06web.zoom.us/u/kdYHmEYl2yPlease note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.

<u>1.</u> Approval of October 16, 2025 Minutes.

HEARING OF CITIZEN COMMENTS

No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

EXECUTIVE SESSION

Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Items to be discussed:

2. Approve the Term Sheet and recommend to Plan and Architectural Review Commission pending full offer to purchase agreement.

EXECUTIVE SESSION

Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Items to be discussed:

CONSIDERATIONS / DISCUSSIONS / REPORTS

- 3. Discussion and possible action on Down Payment Assistance Loan request for 255 N Park Street (/PA 00010).
- <u>4.</u> Discussion and possible action on Down Payment Assistance Loan request for 215 E Clay Street (/WE1 00021).
- 5. Introduction of Economic Development Coordinator. (EDD Becker)
- <u>6.</u> Discussion and Possible Action regarding Appointment of a Community Development Authority Commission representative for Comprehensive Plan Update Advisory Committee. (Becker)
- 7. Update regarding on-going legal matters. (EDD Becker)
- 8. Update regarding Fund 910. (Blitch)
- 9. Review and possible action of revised Home Renewal Program.

10. Update from Anderson Commercial regarding Lot 10 B

WIND UP YEAR END PRESENTATIONS

- 11. Barista Cats' Year End Presentation.
- 12. Year End Presentations by Stellar Vintage

FUTURE AGENDA ITEMS

ADJOURNMENT

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



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Thursday, October 16, 2025 - 5:30 PM

MINUTES

CALL TO ORDER

Meeting called to order.

ROLL CALL

PRESENT

Board Member Thayer Coburn
Board Member Jon Kachel
Board Member Joseph Kromholz
Council Representative Orin O.Smith
Board Member Christ Christon
Council Representative Brian Schanen

STAFF

Economic Development Director (EDD) Mason Becker

APPROVAL OF AGENDA

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Motion made by Board Member Coburn, Seconded by Council Representative O.Smith. Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.

Motion made by Board Member Coburn, Seconded by Council Representative Schanen. Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

- 1. Approval of September 18, 2025 Minutes.
- 2. Approval of August Financial Statements.

3. Approval of September Financial Statements.

HEARING OF CITIZEN COMMENTS

No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

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None.

CONSIDERATIONS / DISCUSSIONS / REPORTS

4. Review and discussion presentation on single family housing program proposal. (Becker)

EDD Becker stated that last month he gave a presentation on the current housing programs and current housing developments. This month I wanted to share a proposal for a loan program focused on single-family housing in Whitewater. This will be presented next week at Common Council.

We will go over the Affordable Housing Extension briefly, our current housing assistance programs and go over two proposal options sot that you can provide general feedback on what you think of the proposed programs and if you have an opinion on which way you would like to go.

Current programs we have are Affordable Housing Policy, Down Payment Assistance Program we have 7 users to date. The Developer Assistance Program has not been utilized to date and the Home Rehab Revolving Loan Fund that is an older program that was funded by Community Development Block grant and has very little funding left and was administered by MSA Professional Associates.

Kachel asked if the Development Assistance program is just for single family or is that for an 8 unit.

EDD Becker stated that I believe it was only for single-family housing.

Kachel asked if that would include a condo.

EDD Becker stated it could either attached or detached, I believe those qualified under the program. What we are proposing is keep the down payment assistance program as is. There seems to be a desire to assist existing homeowners and encourage maintenance of properties in the city. About 75% of our housing stock is more than 25 years old and actually more than 50% of existing housing stock was built prior to 1980. Costly repairs can be a barrier of turning over housing stock.

The two options that we are proposing are Option A is to take the feedback we have already received and apply all of it to a home renewal program. Option B is to apply

\$720,000 in Home Renewal Program and \$480,000 to Developer Assistance Loan Program. Both programs are called for in the Affordable Housing Policy document, but neither have been activated to date.

Home Renewal Program reinvest in single-family, owner-occupied homes. Reconvert former rentals to compliant single-family layouts.

Kromholz stated how many people actually own homes that would meet the 80% and the less than 150% HUD income limit.

EDD Becker stated I don't have that information for you. That would be through the application processes.

Kromholz asked what is the HUD income limit.

EDD Becker I can pull those up for you later.

Kromholz stated I'm just trying to understand if one we are setting aside funds that will never get used if we don't have enough people there and what level of income are we actually talking about.

Kachel asked if it is the city's want and needs to fix up the properties in Whitewater or is it to bring single family housing here or is it both. What is the priority.

EDD Becker stated that we need both. There has been some vocalness from council and residents that we need to bring in new development. But there absolutely is a need to rehab existing homes.

Kachel stated it would be great if we had a third category for Landlord owned-single family homes for single families.

EDD Becker stated there has been a lot of talk about the balance in the community of the percentage of owner-occupied compared to rentals in the City of Whitewater and we have the inverse of what you typically find in the state with roughly 70% of the homes are rented.

Smith stated sorry if I missed this but what are the exact limitations of the city ordinance regarding this. My understanding is that these programs we're talking about are tied to that ordinance. Do they require owner-occupied.

EDD Becker stated that they don't require owner-occupied necessarily, they do require 75% of the funds be allocated to affordable housing programs. That's tied to state law regarding the affordable housing extensions.

Kromholz stated I think John's point on converting student housing to single family housing that would be something worth exploring.

EDD Becker stated that the summary detail of the programs is in the packet.

The second program that we are layout is the Developer Assistance Loan Program. Encourage new single-family, owner-occupied home construction. Address gaps in developer funding.

Schanen stated so the developer would apply for these funds and would the money go the the occupant.

EDD Becker confirmed developer would apply and the developer would receive the funds.

Kachel stated now can you go back, can it be any homeowner, can it be a purchase with cash or a purchaser with a loan or a purchases that qualifies for subsidized income. How is a building going to qualify for this if they don't have a tenant that qualifies.

Kromholz well I agree with you John there because it says affordable units up to \$25,000 per dwelling unit and buyer has to have less than 150% of the HUD county median income. I mean being generous there maybe that's \$50,000 maybe it's \$60,000.

Schanen stated that I have some numbers here, so this is based on 80% of the limit in Walworth County for a 4 person household is \$87,700. It is \$87,700 in Jefferson as well.

EDD Becker stated that CDA will oversee program with Economic Development Director and with Thrive ED assisting with reviewing and recommending applications. The goal is to launch the program at the end of first quarter 2026.

Kachel asked about what the definitions of clear title is.

EDD Becker stated it just needs to show clear ownership.

Kachel wants a expiration term.

Price the second option would be beneficial.

Smith the second option is directly responsive to community feed back.

Schanen likes the home restoration side and the developers side and getting that out there.

Thayer stated this is directly responsive to feedback. Would like to see more spread out to developers.

Kromholz the track record we already have with the developer program of funds not been used. I think we need to communicate it really well. Wants it to be put to good use and not languish.

Christon leans more towards option B.

5. Update on Letter of Intent for Lot 7 B in the business Park. Tax Parcel # 292-0515-3432-000. (Becker)

EDD Becker we did get a letter of intent for that parcel. I had been asked to work on a clean copy with the applicant. At the time it seemed like their representative was agreeable to that. Since that time we have not heard back from the buyer or the real estate agent. I did make several inquires through Anderson with no response. On October 6 there was consideration in another community with the same buyer. From what I heard they are moving forward in the other community

6. Review and discuss memo regarding city attorney and CDA. (Becker)

EDD Becker this was a question that came up last month. Very recently in July, the City hired Steven Cheseboro to be the new City Attorney. And I am aware that the CDA has been using Stafford and Rosenbaum. I wanted the CDA Board to be aware that I was directed by the City Manager to direct legal matters to the City Attorney going forward. That said Stafford and Rosenbaum will continue working on cases they are already involved with for the CDA. The City Attorney does have discretion if his work load doesn't allow to take on more things from the CDA or there would be a conflict of interest he would still be able to outsource those situation. It will be a cost savings for the CDA based on what we have already spent this year on outside legal review.

7. Update on ongoing legal matter pertaining to Fine Food Arts, LLC.

EDD Becker stated that this was a matter that the board wanted some follow up on. The letter from Stafford and Rosenbaum outlines their process of serving the individuals in this case. After the packet was completed we did receive an update from Stafford and Rosenbaum. They did get an answer from KLD one of the entities in this manner. They provided a one page handwritten note denying any responsibility relating to this case.

EDD Becker stated that Stafford and Rosenbaum is available in to come in person in November if the board wishes.

Kromholz stated that written updates are fine.

EXECUTIVE SESSION

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8. Negotiation of lease at the Whitewater Innovation Center.

RECONVENE INTO OPEN SESSION

FUTURE AGENDA ITEMS

9. Wind Up End of Year Update.

ADJOURNMENT

Meeting adjourned.

Motion made by Council Representative O.Smith, Seconded by Council Representative Schanen. Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

City of WHITEWATER	Community Development Authority
Meeting Date:	November 20, 2025
Agenda Item:	Down Payment Assistance Loan Application, 255 N Park St
Staff Contact (name, email, phone):	Mason Becker, <u>mbecker@whitewater-wi.gov</u> , 262.443.4458

BACKGROUND

(Enter the who, what when, where, why)

An application was submitted to the CDA requesting a down-payment assistance loan in the amount of \$25,000 pursuant to the terms and conditions of the City's Affordable Housing Fund Policy (DPA Application No. 2025-008). The DPA loan will be applied to the purchase of a single-family residence located at 255 N Park St, at a purchase price of \$220,000 with an anticipated closing date of December 2, 2025. The borrowers are contributing a down payment of \$6,914.00 and will be living in the home as their primary residence.

Fort Community Credit Union (FCCU) is the primary lender offering a standard fixed-rate mortgage loan in the principal amount of \$176,000 with a 360-month term. All documentation required to support the requested loan has been received and reviewed by City Staff.

PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

The \$25,000 for this Down Payment Assistance loan will utilize monies already on hand from the city's Affordable Housing Extension fund.

STAFF RECOMMENDATION

Staff recommends approval of Down Payment Assistance Loan No. 2025-008.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Offer to Purchase
- Promissory Note in the sum of \$25,000 to be executed at closing.
- Mortgage and Subordination Agreement to be executed at closing and recorded in the Walworth County Register of Deeds Office.

Item 3.

Transaction Summary

Troiola to HALLOCK & MITCHELL 255 North Park Street, Whitewater, WI 53190 MLS #MM1937804

CONITON	CTIN	ΙΕΛΒ	
CONTRA		1 FUR	MATION

Purchase Price: \$220,000.00 (Listing Price: \$225,000.00) **Contract Date:** 10/14/2025 **EM Deposit:** \$2,000.00 (Held by Title Company) Mutual Acceptance: 10/14/2025 EM Type: Check **Closing Date:** 12/02/2025 Financing Type: Conventional Possession Date: On Closing

Loan Amount: \$176,000

Contract Notes: FIXED RATE FINANCING: The annual rate of interest shall not exceed 6.350%

If the Buyers are able to obtain approval from the City of Whitewater for the Homes Grant program in the month of October, then

CRITICAL DATES / MILESTONES

closing date shall be Nov 14, 2025.

	Earnest Money Contingency (5 Business Days)	10/21/25
	Home Inspection Contingency	10/24/25
	Appraisal Contingency	11/11/25
	Lana Campaitus and Cambin as pay	44/43/35

Loan Commitment Contingency 11/13/25 12/02/25 **Closing Day**

PROPERTY DETAILS

Bedrooms: 3 **County:** Walworth **Air Conditioning:** Yes

Property Type: Single Family Home # Baths: 1 Occupant Type: Owner **Total Sq Ft:** 1,141 Year Built: 1943 Lot Sq Ft: .19 Acres

Items Included: Microwave, Oven/Range, Refrigerator, Dishwasher, Washer, Dryer, Water Softener

Items Excluded: Seller's personal property, dehumidifier

TAXES & LEGAL

APN/Tax ID: /PA00010 **Tax Year: 2024**

Annual Taxes: \$2,672.00

HOME WARRANTY INFORMATION

Waived?: Yes

CLOSING DETAILS

Closing Location: Fidelity Land Title 309 S Main St Jefferson, WI 53549

BUYERS

Joseph (Joey) Hallock **Emma Mitchell**

SELLER

Jonathan A Troiola

Fidelity Land Title

BUYER'S AGENT: Jenna Moe SELLER'S AGENT: Jean Reith

Relish Realty Fort Real Estate Company, LLC

PO Box 381, Windsor, Wisconsin 53598 407 Robert St, Fort Atkinson, Wisconsin 53538

Direct: 608-217-2912 **Direct:** 262-993-8363

Email: jenna@jennamoehomes.com **Email:** jeankreith@gmail.com

TRANSACTION COORDINATOR

Mindy Honish for Jenna Moe Honish Homes LLC **Direct:** 608-393-9528

Email: mindy@honishhomes.com

TITLE

Fidelity Land Title **Direct:** (920) 674-3913 309 S Main St **Email:** orders@thelandoffice.com,

Jefferson, WI 53549 closings@thelandoffice.com Email: closings@thelandoffice.com

LENDER

Direct: 920-563-7305 **Andres Morales** Fort Community Credit Union

Email: amorales@fortcommunity.com

NEIGHBORHOOD / HOA INFORMATION

HOA? No **Community:** Whitewater

School District: Whitewater

UTILITIES

Water Source: Public **Sewer Option:** Sewer Connected Cable/TV/Internet Co: Charter Spectrum

THIS REPORT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO THE PURCHASE & SALE CONTRACT WHICH PROVIDES THE MOST ACCURATE & DETAILED EXPLANATION OF THE TERMS & DATES CONTAINED WITHIN

WB-44 COUNTER-OFFER

Counter-Offer No.	1	by (Buyer/Seller)	STRIKE ONE
Ocultor-Circi 110.		DV (Lui un Cciici /	

	NOTE: Number this Counter-Offer seq	_l uentially, e.g. Counte	r-Offer No. 1 by Seller, Counter-Offer N	o. 2 by Buyer, etc.
1	The Offer to Purchase dated 10/14/2	025 and signed by Bu	yer Joseph Hallock, Emma Mitchel	.1
			at 255 N Park St, Whitewater, WI	
			is rejected and the following Counter-C	
4			ms or conditions in any other counter	
	All terms and conditions remain the san		for to Durchago expent the following:	
		all be delivered	to and held by Fidelity Land T	:itle, 309 S
	Main St, Jefferson, WI 53549			
9 10	2. Buyer and Seller agree to	execute the atta	ched Earnest Money Escrow Agree	ment at the
	time earnest money is paid.			
12				
	3. Home inspection shall be w	ithin 10 days.		
	4. Lines 366-367 of the Offer	to Purchase sha	11 be checked and incorporated	in this Offer
	to Purchase.			
17				
	5. Line 369 of the Offer to P	urchase shall be	deleted and removed.	
19				
20				
21				
22				
23				
24				
25				
26				
27				
			ement is/are made part of t	
			Counter-Offer survive the closing of this tr	
			a copy of the accepted Counter-Offer is d	
			15, 2025	
	, , ,		be made in any manner specified in the	Offer to Purchase,
	unless otherwise provided in this Count			
		er-Offer may withdra	aw the Counter-Offer prior to acceptar	ce and delivery as
35	provided at lines 30-32.			
36	This Counter-Offer was drafted by	Jean Reith - 1	Fort Real Estate Co, LLC	on 10/14/2025
37	Authentision'		nsee and Firmenision	Date 🛦
20	Joseph Hallock	10/14/25	🙀 Jonathan A Troiola	10/14/25
39	Buyer's Signature ▲	Date 🛦	Seller's Signature ▲	Date 🛦
	Print name Joseph Hallock	_	Print name Jonathan A. Troiola	_
	(x) Emma Mitchell	10/14/25		
	. /-	70	(x)	Deta A
	Buyer's Signature ▲ Print name ▶ Emma Mitchell	Date▲	Seller's Signature ▲ Print name ▶	Date ▲
+3	Fillit Haille Fillita Micchell	Janna Maa Daliah [40/44/05
14	This Counter-Offer was presented by	Jenna Moe, Relish F	Really Control of the second o	on _10/14/25
45	Lic	censee and Firm 🛦		Date 🛦
16	This Counter-Offer is (rejected) (counter	red) STRIKE ONE (Pa	nrty's Initials)	
47	NOTE: Provisions from a previous	Counter-Offer may	be included by reproduction of the	entire provision or
		_	reference may be indicated in the su	-
			lines containing the provision. In trar	
	more than one Counter-Offer, the Co	-	- -	· ·

Approved by the Wisconsin Real Estate Examining Board 7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Realty Executives Coop
Page 1 o

WB-11 RESIDENTIAL OFFER TO PURCHASE

	LICENSEE DRAFTING THIS OFFER ON October 14, 2025 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
	The Buyer, Joseph Hallock, Emma Mitchell ,
	offers to purchase the Property known as [Street Address] 255 N Park St
5	· · · · · · · · · · · · · · · · · · ·
6	in the of Whitewater, County
	of Walworth Wisconsin (insert additional description, if any, at lines 548-570 or
8	in an addendum per line 592), on the following terms:
9	PURCHASE PRICE The purchase price is Two Hundred Twenty Thousand
10	
	INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
	stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Microwave,
	Oven/Range, Refrigerator, Dishwasher, Washer, Dryer, Water Softener
14	
15	
16	NOTE THAT AND
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
	or not included.
	NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
	lines 12-16) and the following: dehumidifer
21	
22	
23	CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented
	(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.
	"Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
	improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
	removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
	fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
	electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
	and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
	coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
	brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
	vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
	fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations
	and docks/piers on permanent foundations.
	CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water
	treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).
	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
	on or before October 14, 2025 . 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.
	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 <u>both</u> binding acceptance and performance.
	CLOSING This transaction is to be closed on December 2, 2025
48	
	unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
	holiday, the closing date shall be the next Business Day.
	CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
	verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
	estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
	transfer instructions.

	Property Address: 255 N Park St, Whitewater, WI 53190	age 2 o	Item 3.
55	EARNEST MONEY		nem 3.
	EARNEST MONEY of \$ accompanies this Offer.	•	
	If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.		
	■ EARNEST MONEY of \$ 2,000.00 will be mailed, or commercially,	elect	ronically
	or personally delivered within <u>5 business</u> days ("5" if left blank) after acceptance.	0.000	· or mounty
	All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as		
61		DDI I	CARLE
	(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).	FFLI	CABLE
		20410	
	CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the least company of their them. Buyer never correct money, agreed		
	attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider the state of t	era	Speciai
	disbursement agreement.		
	THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agree		
	■ <u>DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM</u> : If negotiations do not result in an accepted		
	s earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from paye		
	institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnes		
	be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disburs		-
	to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement		
	delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may		
73	e earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Bu	yer o	r Seller;
74	(2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by co	o truc	rder; (4)
75	upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Fi	m ma	ay retain
	legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may de		
	earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.		
	■ <u>LEGAL RIGHTS/ACTION</u> : The Firm's disbursement of earnest money does not determine the legal rights	of the	Parties
	in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding		
	money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that		
	disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburs		-
	mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain	-	
	regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out		
	residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys re-		
	legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any lia		
	s faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and		
	Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.	FIOI	CSSIUITAI
	TIME IS OF THE ESSENCE Time is of the Essence" as to: (1) earnest money payment(s); (2) binding ac	oontc	noo: (2)
	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and		
		Dead	ulliles III
	this Offer except:		م ماانه م
91		3 OL D	eadine,
	failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not a		o a date
	or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach oc		,
	REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property that includes one-to-four		
	to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property to		
	been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries,		
	personal representatives who have never occupied the Property). The form of the Report is found in Wis. S		
	The law provides: "§ 709.02 Disclosure the owner of the property shall furnish, not later than 10 days after		•
	of the contract of sale, to the prospective Buyer of the property a completed copy of the report A pros		
	who does not receive a report within the 10 days may, within two business days after the end of that 10-day p		
	the contract of sale by delivering a written notice of rescission to the owner or the owner's agent." Buyer n		
	certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of		
103	but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney	for a	dditional
	· information regarding rescission rights.		
105	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptant	ce Se	eller has
	no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than thos		
	Seller's Real Estate Condition Report dated <u>September 1, 2025</u> , which was received by Buyer prior to		
	this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLI		
110			
111		ON R	EPORT
	"Conditions Affecting the Property or Transaction" are defined to include:		
	a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system,	or pa	rt of the

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115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

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- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or 117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke 119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water 123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other 124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic 125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on 126 but not directly serving the Property.
- 127 NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential 128 properties built before 1978.
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic 130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the 132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other 134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned 135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground 137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the 138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, 139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an 141 "LP" tank on the Property.
- Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting 146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving 147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit 149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, 151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin 152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures 153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the 155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited 156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment 158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop 160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of 163 which the Property owner is a member.
- No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance 167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting 169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or 171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one 173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or 177 excessive sliding, settling, earth movement or upheavals.

INSPECTIONS AND TESTING

Buyer may only conduct inspections or tests if specific contingencies are included as a 179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing 180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel 181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or 182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's 183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the 184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise 185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

189 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed 190 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to 191 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to 192 be reported to the Wisconsin Department of Natural Resources.

193 🔃 🗴 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 178-192).

- 194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection of the Property after the date on line 1 of this Offer that discloses no Defects.
- 196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 inspection of ______(list any Property component(s)

to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

- 200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided 201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent 202 inspector or independent qualified third party.
- 203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

204 CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as 205 well as any follow-up inspection(s).

206 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers 207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the 208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

212 NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the 213 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or 214 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life 215 of the premises.

216 RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
217 If Seller has the right to cure, Seller may satisfy this contingency by:

- (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 stating Seller's election to cure Defects;
 - (2) curing the Defects in a good and workmanlike manner; and
 - (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 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 right to cure; or
- 224 (2) Seller has the right to cure but: 225 (a) Seller delivers written notice
 - (a) Seller delivers written notice that Seller will not cure; or
 - (b) Seller does not timely deliver the written notice of election to cure.

PADON TESTING CONTINGENCY: This Offer is contingent upon Buyer obtaining a current written report of the results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) STRIKE ONE (Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers

233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting to

234 the radon level in the report.

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235 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

236 If Seller has the right to cure, Seller may satisfy this contingency by:

- (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
- 238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by 239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L 240 no later than three days prior to closing.
- 241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:
- 242 (1) Seller does not have the right to cure; or
- 243 (2) Seller has the right to cure but:

295 worthiness for Seller financing.

- (a) Seller delivers written notice that Seller will not cure; or
- (b) Seller does not timely deliver the notice of election to cure.

²⁴⁶ NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon

NOTE. For fauon information feler to the EFA at epa.gov/fauon or the DH3 at this.wisconsin.gov/fauon.
247 IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.
248 x FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
249 conventional [loan type or specific lender, if any] first mortgage loan commitment as described
250 below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than
for a term of not less than 30 years, amortized over not less than 30 years. Initial
252 monthly payments of principal and interest shall not exceed \$ 1,095.13 . Buyer acknowledges that lender's
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
255 to pay discount points in an amount not to exceed % ("0" if left blank) of the loan. If Buyer is using multiple loan
256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
259 lender's appraiser access to the Property.
260 ■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise
²⁶¹ provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
262 shall be adjusted as necessary to maintain the term and amortization stated above.
263 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.
264 X FIXED RATE FINANCING: The annual rate of interest shall not exceed 6.350 %.
265 ADJUSTABLE RATE FINANCING: The initial 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% ("2" if
left blank) at the first adjustment and by not more than% ("1" if left blank) at each subsequent adjustment.
The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus% ("6" if
left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.
270 ■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
273 (even if subject to conditions) that is:
274 (1) signed by Buyer; or
275 (2) accompanied by Buyer's written direction for delivery.
276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
277 this contingency.
278 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.
281 ■ <u>SELLER TERMINATION RIGHTS</u> : If Buyer does not deliver a loan commitment on or before the Deadline on line 250.
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
²⁸³ written loan commitment from Buyer.
284 ■ <u>FINANCING COMMITMENT UNAVAILABILITY</u> : If a financing commitment is not available on the terms stated in this
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
287 unavailability.
288 SELLER FINANCING: Seller shall have 10 days after the earlier of:
289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or 290 (2) the Deadline for delivery of the loan commitment set on line 250
290 (2) the Deadline for delivery of the loan commitment set of fine 250 291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to 294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's quantity.

356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one

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357	fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if r	m 3.
	stricken).	
	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing val	lues:
	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeow	
	association assessments, fuel and	
362		
363	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.	
	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.	
	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:	
366	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes)	state
367	taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHC	
368	APPLIES IF NO BOX IS CHECKED.	/IOL
369	x Current assessment times current mill rate (current means as of the date of closing).	
370	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the	nrior
371	year, or current year if known, multiplied by current mill rate (current means as of the date of closing).	ριισι
372	year, or current year if known, multiplied by current militate (current means as of the date of closing).	
	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may	
	substantially different than the amount used for proration especially in transactions involving new construct	
	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the le	
	assessor regarding possible tax changes.	ocai
377	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxe	c on
378	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, with	
379	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties s	
380		
381	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and in the responsibility of the Portion to complete the responsibility of the responsibility	HOIIE
	and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.	
	TITLE EVIDENCE	
	■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty d	
	(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance	
	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreem	
	entered under them, recorded easements for the distribution of utility and municipal services, recorded building and	
	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Es	state
389	Condition Report and in this Offer, general taxes levied in the year of closing and	
390	(insert other allowable exceptions from title, if	anv)
	that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute	
	documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.	
	WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easeme	ents
	may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contempla	
395	making improvements to Property or a use other than the current use.	
200	= TITLE EVIDENCE: Coller shall give evidence of title in the form of an experte policy of title incurrence in the amount	nt of

<u>TITLE EVIDENCE</u>: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of 397 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall

³⁹⁸ pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance. 400 ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buver's)

401 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded 402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance 403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or 404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-405 415).

406 ■ <u>DELIVERY OF MERCHANTABLE TITLE</u>: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days 408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

410 TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the 412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said 413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the 414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. 415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced 417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

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418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final re 419 describing the planned improvements and the assessment of benefits.

420 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special 421 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all 424 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 425 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

426	LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
427	under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
428	(written) (oral) STRIKE ONE lease(s), if any, are
429	
430	. Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

- 432 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document 433 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.
- 435 <u>BUSINESS DAY</u>: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 437 registered mail or make regular deliveries on that day.
- 438 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 439 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 440 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 442 "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 444 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.
- 445 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 446 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 448 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 449 PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.
- 450 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.
- 451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (L 452 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.
- 453 PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total 454 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate 455 because of rounding, formulas used or other reasons, unless verified by survey or other means.
- CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.
- **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the 460 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this 464 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.
- MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.
- PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer 470 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of 471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of 473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such 474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit 475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed 476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of rest

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477 the Property.

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Item 3.

478 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no 480 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, 481 and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT 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 material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

- 490 If <u>Buyer defaults</u>, Seller may:
 - (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
- 494 If <u>Seller defaults</u>, Buyer may:
- 495 (1) sue for specific performance; or
- 496 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
- In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.
- 502 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES 503 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL 504 EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 505 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 506 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.
- 507 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.
- 510 NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.
- FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign state. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.
- 519 CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer 520 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed 521 upon the Property.
- 522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a 523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers 524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.
- 525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified 526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's 1527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, 1528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this 1529 Offer and proceed under lines 494-501.
- 530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the 531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding 532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.
- 533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, 534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

	Property Address: 255 N Park St, Whitewater, WI 53190 Page 10 o
536	deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Se
	shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
	affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.
	Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.
	Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
	applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
	FIRPTA.
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	2% of purchase price (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
	fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
	agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
	beneficiary of this contract.
	ADDITIONAL PROVISIONS/CONTINGENCIES If the Buyers are able to obtain approval from the
	City of Whitewater for the Homes Grant program in the month of October, then closing date
	shall be Nov 14, 2025.
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571	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
572	written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
573	574-589.
	(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
575	line 576 or 577.
576	Name of Seller's recipient for delivery, if any: <u>Jean Reith</u> , <u>Fort Real Estate Company</u>
577	Name of Buyer's recipient for delivery, if any: <u>Jenna Moe</u> , <u>Relish Realty</u>
578	
579	Seller: ()
580	Seller: () Buyer: ()
581	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
582	address at line 585 or 586.
583	(4) <u>U.S. Mail</u> : depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
584	Party, or to the Party's recipient for delivery, for delivery to the Party's address.
585	Address for Seller:
586	Address for Buyer:
	x (5) Email: electronically transmitting the document or written notice to the email address.
	Email Address for Seller: jeankreith@gmail.com
	Email Address for Buyer: jenna@jennamoehomes.com
	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
591	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
592	x ADDENDA: The attached RECR, Add S is/are made part of this Offer.
593	This Offer was drafted by [Licensee and Firm]
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WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

	— Authentision		
606	5 (x) <u>Toseph Hallock</u>	October 1	4, 2025
607	Buyer's Signature ▲ Print Name Here ▶ Joseph Hallock	Da	ate 🛦
608	B (x) Emma Mitchell Buyer's Signature ▲ Print Name Here ▶ Emma Mitchell	October 1	4, 2025
609	Buyer's Signature ▲ Print Name Here ▶ Emma Mitchell	Da	ate 🛦
610	SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENA	ANTS MADE	IN THIS
	OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGRE		
612	PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLE	DGES RECEI	PT OF A
613	COPY OF THIS OFFER.		
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616	S (x) 7 Seller's Signature ▲ Print Name Here ▶	<u>D</u> :	ate 🛦
	loan Boith Forth Book Fotato Co. LLC		atc A
618	This Offer was presented to Seller by [Licensee and Firm]		
619	on at	Authentision	a.m./p.m. 0/14/25
620	This Offer is rejected This Offer is countered [See attached counter]	<i>)</i>	
621	Seller Initials A Date A Sell	er Initials 🛕 I	Date 🛦

Fort Real Estate Compan

WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road Madison, Wisconsin 53704

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Phone: (262)993-8363

OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

Item 3.

Page 1 of 3

■ <u>LEAD WARNING STATEMENT</u>: 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 255 N Park St Whitewater WI 53190

, 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:

(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:

(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.

Jonathan A Troiola

09/26/25

(ALL Sellers' signatures) ▲ Print Names Here ▶ Jonathan A Troiola

(Date) A

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) <u>Provide LBP Pamphlet to Buyer.</u> 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) <u>Disclosure of Known LBP to Buyer.</u> 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) <u>Provision of Available LBP Records & Reports to Buyer.</u> 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) <u>Disclosure Prior to Acceptance of Offer.</u> 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.

Fort Real Estate Company LLC, 106 W Main Street Palmyra WI 53156

Fax: Jean Reith 56

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

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

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, behavorial 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.

- (2) <u>Disclosure of Known LBP & LBP Information Re: the Property.</u> A statement by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide 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 the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).
- (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no such records or reports are available, the Seller shall so indicate.
- (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.
- (5) <u>Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection</u>. A statement by the Buyer that he or she has either: (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.
- (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing, statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes the required activities. Buyer's agents paid solely by Buyer are exempt.
- (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 84) certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

■ DEFINITIONS:

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

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

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

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

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

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

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

Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;

(3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.

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

Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless

any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

Item 3. [page 3 of 3, Adde

114 **(1) ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby 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.

lean Reith 09/26/25 119 (X) 120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Jean Reith Fort Real Estate Co., LLC (Date) A 10/14/25 enna Nloe Agent's signature) ▲ Print Agent & Firm Names Here ➤ Jenna Moe, Relish Realty (Date) A

123 ■BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency). (a) Before a Buyer is obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

28	■ BUYER INSPEC	<u>HON CONTINGENCY.</u>	<u>, ACKNOWLEDGMENT AN</u>	<u>D CERTIFICATION</u>

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

the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and separate to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the 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 \subseteq 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) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBP pamphlet, Protect Your 150 Family from Lead in Your Home, may be found at https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.
- 151 Note: More information about electronic consent can be found at https://www.wra.org/ecommerce/.

152 (3) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's 153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received 154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment 155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, to the best of their 157 knowledge, that the information provided by them is true and accurate.

158 (X) Joseph Hallock	10/14/25
159 (Buyers' signatures) ▲ Print Names Here ▶ Joseph Hallock	(Date) ▲
160 (X) Emma Mitchell	10/14/25
161 (Buyers' signatures) ▲ Print Names Here ▶ Emma Mitchell	(Date) ▲

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Drafted by Attorney Debra Peterson Conrad

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

Item 3.

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

REAL ESTATE CONDITION REPORT

Fort Real Estate Company LLC
Page 1 of 6

DISCLAIMER

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF ___September __ (MONTH) ___01 ___(DAY), ___2025 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."
- A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.
- A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

Phone (262)993-8363

	D. CTDUCTUDAL AND MECHANICAL		Pag	e 2 of 6
	B. STRUCTURAL AND MECHANICAL	YES	NO	N/A
B1.	Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.			
B2.	Are you aware of defects in the electrical system?		X	
	Electrical defects may include items such as defects in solar panels and systems, electrical			
	wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or			
D2	aluminum-branch circuit wiring.			
B3.	Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?		M	
	Other plumbing system defects may include items such as leaks or defects in pipes, toilets,			
	interior or exterior faucets, bathtubs, showers, or any sprinkler system.			
B4.	Are you aware of defects in the heating and air conditioning system (including the air filters		X	
	and humidifiers)?			
	Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or			
	fixtures, or solar collectors.			
B5.	Are you aware of defects in a woodburning stove or fireplace or of other defects caused by		X	
	a fire in a stove or fireplace or elsewhere on the property?			
	Such defects may include items such as defects in the chimney, fireplace flue, inserts, or			
	other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.			
B6.	Are you aware of defects related to smoke detectors or carbon monoxide detectors or a		X	
	violation of applicable state or local smoke detector or carbon monoxide detector laws?			
	NOTE: State law requires operating smoke detectors on all levels of all residential			
	properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).			
B7.	Are you aware of defects in the basement or foundation (including cracks, seepage, and		X	
	bulges)?	ener the		
	Other basement defects may include items such as flooding, defects in drain tiling or sump			
B8.	pumps, or movement, shifting, or deterioration in the foundation.		ਗ	
БО.	Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items		LXI	
	such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or			
	exterior walls, partitions, or the foundation; wood rot; and significant problems with			
	driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors,			
B9.	floors, ceilings, stairways, or insulation. Are you aware of defects in mechanical equipment included in the sale either as fixtures or			
D3.	personal property?		N	
	Mechanical equipment defects may include items such as defects in any appliance, central			
	vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that	Product 1		
D40	is included in the sale.			
B10.	Are you aware of rented items located on the property such as a water softener or other water conditioner system or water treatment system, or other items affixed to or closely		X	Ш
	associated with the property?			
	Such items may include reverse osmosis systems, iron filters, or other filters.			
B11.	Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or	// 1 B	V	
D40	sewers, or other ongoing water or moisture intrusions or conditions?			
B12.	Explanation of "yes" responses		HALL PART	754 (1) 51
		CHEST TO THE		
			2000 A	#V 5,1
7.71	C. ENVIRONMENTAL			
		YES	NO	N/A
C1.	Are you aware of the presence of unsafe levels of mold?		X	
C2.	Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating		X	
	to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural			60
	gas transmission lines located on but not directly serving the property, lead in paint, lead in			
	soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific			

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2- 39A9-F 0111- 8E6 1				
			Pa	ge 3 of 6
	federal lead paint disclosure requirements must be complied with in the sale of most			
	residential properties built before 1978.	VEO	NO	NI/A
		YES	NO	N/A
C3.	Are you aware of the presence of asbestos or asbestos-containing materials on the		X	
C4.	conditions relating to, or the storage of hazardous or toxic substances on neighboring			
C5.	infestations or defects caused by animal, reptile, or insect infestations, including infestations		X	
C6.	impacting trees? Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?		X	
C7.	마트사이 하는 사이에 마다를 마음을 다 하는 사이에 빠르는 아이들의 아이들의 아이들의 아이들의 아이들의 아이들의 아이들의 아이들의		X	
C8.	로 보고 보이면 하는 사람이 되었다. 그런 그런 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은			
	D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS			
D4		YES	NO	N/A
D1.	Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?		X	
	Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human			
D2	consumption safety. Are you aware of a joint well serving the property?			
D3.	Are you aware of a defect related to a joint well serving the property?			H
D4.	Are you aware that a septic system or other private sanitary disposal system serves the property?			
D5.	Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement;			
-	exterior ponding, overflows, or backups; or defective or missing baffles.			
D6.	Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)		X	
D7.	Are you aware of defects in the underground or aboveground fuel storage tanks on or		X	
	Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.			
D8.	Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)		习	
D9, D10.	Are you aware of defects in an "LP" tank on the property? Explanation of "yes" responses		X	

8 0.85 7A62-3 9A9-F 0111-			Pag	ge 4 of 6	Item 3.
	E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.	YES	NO	N/A	
E1.	Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?		\boxtimes		
E2. E3.	Are you aware that remodeling was done that may increase the property's assessed value? Are you aware of pending special assessments?		X		
E4.	Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property		[X]		
E5.	located within the district? Are you aware of any proposed construction of a public project that may affect the use of the property?		Z		
E6.	Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were		X		
E7.	made during your period of ownership without the required permits? Are you aware of any land division involving the property for which a required state or local permit was not obtained?		X		
E8.	Explanation of "yes" responses				
			Array care		
-					
	F. LAND USE		No	N1/A	
F1.	Are you aware of the property being part of or subject to a subdivision homeowners'	YES	NO	N/A	
F2.	association, or other homeowners' association? If the property is not a condominium unit, are you aware of common areas associated		X		
F3.	with the property that are co-owned with others? Are you aware of any zoning code violations with respect to the property?		X		
F4.	Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?		X		
F5.	Are you aware of nonconforming uses of the property?		X		
	A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the				
F6.	use restrictions in the current ordinance. Are you aware of conservation easements on the property?		X		
	A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such				
	as a governmental unit or a qualified nonprofit organization to protect the natural habitat				
	of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.				
F7.	Are you aware of restrictive covenants or deed restrictions on the property?		X		
F8.	Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other		[x]		
F8a.	than recorded utility easements? Are you aware of any private road agreements or shared driveway agreements relating to the property?		X		
F9.	Are you aware of the property being subject to a mitigation plan required under		X		
	administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or				
	maintain certain measures related to shoreland conditions and which is enforceable by the county?				
F10.	The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit				
	https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. a. Are you aware of all or part of the property having been assessed as agricultural		X		
	b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))		X		
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			Pag	ge 5 of 6
		YES	NO	N/A
	c. Are you aware of the payment of a use-value assessment conversion charge		X	
F11.	Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value"		Ø	
	of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more			
F12.	information. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law,		x	
F13.	Managed Forest Law, the Conservation Reserve Program, or a comparable program? Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district,		X	
F14.	or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the		X	
F15. F16.	property such as a joint driveway, liens, and licenses. Are you aware there is not legal access to the property? Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct		X X	
F17.	Are you aware of a pier attached to the property that is not in compliance with state or local		X	
F18. F19.	pier regulations? See http://dnr.wi.gov/topic/waterways for more information. Are you aware of a written agreement affecting riparian rights related to the property? Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?		X	
F20.	Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).		Image: Control of the	
F21.	Explanation of "yes" responses			
	G. ADDITIONAL INFORMATION	YES	NO	N/A
G1.	Have you filed any insurance claims relating to damage to this property or premises within			
G2.	the last five years? Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?			
G2a.	Does the property currently have internet service?	N N		
G2b.	Does the property have an electric venicle charging system and station or installed wiring for a future system or station?			
G2c.	Is the system or station affixed to the property? Does the property have accessibility features? If so, attach an Accessibility Features		X	
G3.	Report (see https://www.wra.org/Disabilities/). Are you aware of any agreements that bind subsequent owners of the property, such as		X	
G3a.	a lease agreement or an extension of credit from an electric cooperative? Are you aware of any right of first refusal, recorded or not, on all or any portion of the		X	
	property? Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com		255 N	Park St

			Pag	e 6 of 6
	La visita de la contraction de	YES	NO	N/A
G4.	Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)		LAJ	
	Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign			
	Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor			
	(seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.		(V)	
G5.	Are you aware of other defects affecting the property?		N	
	Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material			
	condition.			
G6.	The owner has owned the property for			
G7. G8.	The owner has lived in the property for years. Explanation of "yes" responses			1000
				an track
	。	A 数据的约束		
Noti the	ce: You may obtain information about the sex offender registry and persons registered with the Wisconsin Department of Corrections at http://www.doc.wi.gov or by phone at 608-240-5830	registry by	/ conta	cting
	OWNER'S CERTIFICATION			
NO	E: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase c	ontract or	an optic	on to
puro	hase, obtain information that would change a response on this report to submit a complete and an arresponding to the previously completed report to the prospective buyer within 10 days of acceptance	mended re	eport o	r an
The	owner certifies that the information in this report is true and correct to the best of the owner's k	nowledge	as of th	ne
	on which the owner signs this report.	7-1-25	_	
Owr		1-1-65		
Owr	。		Alle W	
Owr				
Owr				
Owr	ner Date			
	CERTIFICATION BY PERSON SUPPLYING INFORMATION			
that	erson other than the owner certifies that the person supplied information on which the owner reli the information is true and correct to the best of the person's knowledge as of the date on which			
repo	FRINGS : BURNELS : BURNEL			
Pers				
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	BUYER'S ACKNOWLEDGEMENT			
	prospective buyer acknowledges that technical knowledge such as that acquired by profession ired to detect certain defects such as the presence of asbestos, building code violations, and floor	C. C. C. Company of the Company of t		y be
	nowledge receipt of a copy of this statement.			
	pective buyer Joseph Hallock Date	/14/25		
Pros	pective buyer Emma Mitchell Date 10/	14/25		
Pros	pective buyer Date			
-	pective buyer Date			
Pros	BERNELLE CONTROL C			
	pective buyer Date		Three areas	117, 213, 44
Pros	pective buyer Date nation appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statu	tes.		

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255 N Park St

EARNEST MONEY ESCROW AGREEMENT

THIS AGREEMENT is entered into this 14th and among _Jonathan Troiola "Seller"), and _Joseph Hallck, Emma Mitchell referred to as "Buyer"), and Fidelity Land Title, Ltd	day ofOctober d, (hereinafter referred to	, 2025, by, between _, (hereinafter referred to as, hereinafter as "Escrow Agent").
WHEREAS, Seller and Buyer have executed a Co whereby Seller has agreed to sell and Buyer has 255 N Park St Whitewater, WI 53190		, .
WHEREAS, said Contract acknowledges that an a or will be deposited with the Escrow Agent, pendi		
NOW, THEREFORE, in consideration of the premparties hereto agree as follows:	ises and the mutual cove	enants contained herein, the
Earnest Money. Concurrent with the execution Escrow Agent the sum of \$\frac{2000.00}{Money}") as earnest money and a partial payment.	Dollars, (hereinafte	r referred to as "Earnest

- Closing. In the event, that the purchase and sale shall be consummated pursuant to the terms of said contract. Escrow Agent shall, at such closing, deliver to Seller the Earnest Money, Buyer shall be given credit toward the purchase price for the payment of the Earnest Money.
- 3. Failure to Close. In the event, that the Contract is terminated or rescinded, except by reason of Buyer's breach, then the Earnest Money, together with all income earned thereon, shall be returned to Buyer. In the event, that Buyer breaches the Contract, and the purchase and sale pursuant to the Contract fails to close, the Earnest Money shall be paid to Seller as liquidated damages for Buyer's breach; and all income earned thereon shall be paid to Buyer; or, if an alternate remedy is provided in the contract, then Escrow Agent shall comply therewith.
- 4. Instructions. The Escrow Agent will not disburse the Earnest Money or any income therefrom except upon the written direction of both parties hereto. In the event, that the Escrow Agent receives inconsistent directions from the Buyer and Seller, then the Escrow Agent shall deposit the Earnest Money, plus all income earned thereon, with a court of competent jurisdiction located in Jefferson County, State of Wisconsin, in an action in interpleader, and the Escrow Agent shall have no further obligation hereunder.
- 5. Expenses of Escrow Agent. In the event, that an action in interpleader is commenced pursuant to Section 4 hereof, then all expenses of the Escrow Agent and all other parties to this Agreement, with respect to such action in interpleader, shall be paid by the losing party.
- 6. Hold Harmless. The Escrow Agent shall be absolved from all liability and responsibility so long as he performs the duties described here-in, and may respond in good faith to the joint directive of the parties hereto without responsibility for the consequences.
- 7. Notices. Any notice, request, instructions or other document to be given hereunder by any party hereto to the other shall be in writing and delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

Item 3.

To Seller:	
To Buyer:	411 W Rockwell Ave #4, Fort Atkinson, WI 53538

To Escrow Agent: Fidelity Land Title, Ltd., 309 S Main St, Jefferson, WI 53549.

- 8. Modification. This Agreement shall not be modified, rescinded, or revoked in any manner whatsoever, except by written consent of all parties hereto.
- 9. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signature to each were upon the same agreement, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be deemed to be effective and binding as of the date all parties hereto have executed same.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

"BUYER"	— Authorities a	
Emma Mitchell	Joseph Hallock	10/14/25
By: Jenna Moe		date
"SELLER"		
Ву:		date
"ESCROW AGENT"		
Fidelity Land Title, Ltd. (920) 674-3913 (920) 674-5532 fax www.thelandoffice.com		date



October 6, 2025

EMMA MITCHELL JOESPH HALLOCK 411 W ROCKWELL AVE APT 4 FORT ATKINSON WI 53538

RE: PROPERTY PURCHASE APPROVAL

255 N PARK ST WHITEWATER WI 53190

Congratulations Emma & Joey!

Please allow this letter to confirm that you are approved to purchase the property based on the information you provided at application.

Final approval will be contingent upon an acceptable appraisal for:

255 N PARK ST WHITEWATER WI 53190

LOAN INFORMATION

LOAN PROGRAM: 30 YR FIXED LOAN PURPOSE: Purchase

ESTIMATED INTEREST RATE: 6.250%

RATE LOCKED: NO

If you have any questions regarding this, please do not hesitate to contact me directly at (920) 563-7305 ext. 556. Best Regards,

Andres Morales

amorales@fortcommunity.com

Your feedback is important to us! Please review us on Zillow.

fortcommunity.com • (920) 563-7305















PROMISSORY NOTE

\$25,000.00	Date:	, 202

The undersigned, Emma L Mitchell and Joseph D Hallock ("Makers"), hereby jointly and severally promise to pay to the order of the Community Development Authority of the City of Whitewater ("Payee") at 312 West Whitewater Street, Whitewater, WI 53190, or at such other place as Payee may from time to time designate in writing, the sum of Twenty-Five Thousand and no/100 Dollars (\$25,000).

This Promissory Note ("Note") bears no interest on the unpaid balance before maturity. All unpaid principal outstanding under this Note shall be due and payable on the earlier of (i) Maker's transfer, sale, leasing, or conveyance of the Property (as defined in Exhibit A, incorporated herein by reference) or (ii) the time at which the Property is no longer the Maker's primary residence (the "Maturity Date"). The funds loaned to Maker by Payee pursuant to this Note shall be used solely for the purchase of the real property commonly known as 255 N Park Street, City of Whitewater, Walworth County, Wisconsin and legally described on Exhibit A attached hereto and incorporated herein (the "Property").

If payment is not made on or before the Maturity Date, or Payee violates any term, condition or provision of this Note or the Mortgage (defined below), Maker shall be in default and Payee may give Maker written notice thereof. If Maker fails to cure said default within ten (10) days of the date of such notice, the unpaid balance shall, at the option of Payee and without further notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event Maker becomes the subject of bankruptcy or other insolvency proceedings. Payee's receipt of any payment under this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Payee's rights and remedies upon such default. Principal not paid when due shall bear interest after the Maturity Date at the then current Applicable Federal Rate for long term notes, compounding annually, set forth under IRC Sec. 7520 from time to time.

Without affecting the liability of Maker, Payee may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

Maker agrees to pay all costs of collection, including reasonable attorneys' fees incurred by Payee in enforcing this Note. Maker hereby waives presentment, protest, demand and notice of dishonor. Maker may at any time and from time to time prepay all or any part of the unpaid principal of this Note, without penalty.

This Note is secured by a second Mortgage on the Property of even date herewith executed by Maker ("Mortgage"). Payee agrees that this Note is subordinate to Maker's obligations to Fort Community Credit Union in connection with Loan Number ______ secured by a first mortgage lien on the Property. Upon payment in full of this Note, Payee shall promptly release the collateral security.

		l be governed l	by and construction	ed in accordan	nce with the la	aws of the State of
Wisconsin	n.					
						, Mortgagor
						, Mortgagor
			EXHIBI	ТА		

Legal Description of Property

Lot 19, Blk 1 Parklawn Subdivision, City of Whitewater, Walworth County, Wisconsin

Address: 255 N Park Street

Tax Identification No.: /PA 00010

MORTGAGE, RETENTION AND SUBORDINATION AGREEMENT

Mortgage Amount: Twenty-Five Thousand and no/100 Dollars

(\$25,000.00).

Mortgagors: Emma L Mitchell and Joseph D Hallock

Mortgagee: Community Development Authority of the City of

Whitewater

Emma L Mitchell and Joseph D Hallock ("Mortgagor," whether one or more) mortgages to Community Development Authority of the City of Whitewater ("Mortgagee"), to secure payment of Twenty-Five Thousand and no/100 dollars (\$25,000.00) evidenced by a note or notes bearing an even date executed by Mortgagor to Mortgagee, and any extensions and renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following parcel of land, together with all rents, profits, improvements fixtures, and other appurtenant interests thereon (all called "Property"), in Walworth County, State of Wisconsin:

See attached Exhibit A

In the event of foreclosure, Mortgagee shall be entitled to elect to proceed under the accelerated redemption periods of Section 846.101 or 103, Wisconsin Statutes.

RETENTION AGREEMENT

Mortgagor's purchase of the Property was partially funded with proceeds from the City of Whitewater Affordable Housing Fund pursuant to the Affordable Housing Fund Policy 602.01 adopted by the Common Council of the City of Whitewater on July 19, 2023 ("Downpayment Assistance Loan"). Mortgagor's receipt of the

funds are conditioned on Mortgagor's agreement to restrictions on Mortgagor's ability to sell, reclassify or refinance the Property for the purpose of ensuring that the funds are used for the purchase of housing which is retained as affordable housing for at least ten (10) years from the closing date (the "Retention Period"). In addition to the Downpayment Assistance Loan,

RETURN TO:

Community Development Authority P.O. Box 178 Whitewater, WI 53190

/PA 00010

(Parcel Identification Number)

This is homestead property.

This is a Purchase Money Mortgage

Mortgagor obtained a mortgage loan from Fort Community Credit Union ("Lender"), which loan is secured by a first mortgage lien on the Property. Accordingly, Mortgagor covenants and agrees:

Mortgagor covenants and agrees as follows:

- 1. Covenant of Title. Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except for a first mortgage lien on the property from mortgagor to Fort Community Credit Union.
- 2. Taxes. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagor's interest in it and to deliver to Mortgagee on demand receipts showing such payments.
- 3. Insurance. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagor shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of the Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.
- 4. OTHER COVENANTS. Mortgagor covenants not to commit waste or suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.
- 5. **Defense of Security.** Mortgagor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, and shall pay all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Mortgagee may appear.
- 6. Except as expressly set forth in Section 6, Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness due under the Promissory Note secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this Section 5. A violation of the provisions of this Section 5 will be considered a default under the terms of this Mortgage and the Promissory Note it secures.

- 7. If Mortgagor refinances the First Mortgage on the Property, provided the Property remains subject to the encumbrance created by this Agreement, then Mortgagor shall not be required to repay any portion of the Downpayment Assistance Loan at closing of the refinance transaction provided Mortgagor continues to own and occupy the Property.
- 8. To further secure the payment and performance of the Promissory Note, Mortgagor hereby grants to Mortgagee a security interest in all fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired. This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the right of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are: Emma L Mitchell and Joseph D Hallock, 255 N Park Street, Whitewater, WI 53190. The address of the secured party is: 312 West Whitewater Street, Whitewater, WI.
- 9. The term Mortgagor shall include all Mortgagors whether one or more, and the provisions hereof for reimbursement shall not apply as long as any named Mortgagor continues to both own and occupy the Property. Any individual Mortgagor who is married represents that the obligation evidence by this instrument was incurred in the interest of Mortgagor's marriage or family. The covenants of this Mortgage set forth herein shall be deemed joint and several among the Mortgagors.
- 10. Events of Default. Each of the following shall constitute an event of default under this Mortgage:
 - a. Failure to pay the indebtedness secured by this Mortgage when due;
 - b. Failure to perform any obligation contained in this Mortgage;
 - c. Any breach of any warranty or material misrepresentation made by Mortgagor in connection with this Mortgage or the Note;
 - d. The occurrence of a default under the Primary Mortgage; or
 - e. The transfer, sale, leasing, or conveyance of the Property, or any interest therein, within ten (10) years from the date of the Note.
- 11. In the event of default under the terms of this Mortgage, Mortgagee may, at its option, declare the whole amount of the unpaid principal due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy at law or equity. A default under the First Mortgage constitutes a default under this Mortgage. In case of default, all costs and expenses, including but not limited to, reasonable attorney fees, to

the extent not prohibited by law shall be added to the principal, become due as incurred, and in the vent of foreclosure in included in the judgment.

- 12. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.
- 13. In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and, in the event of foreclosure, be included in the judgment.
- 14. In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the note secured by this Mortgage and shall constitute a lien upon the Property.

SUBORDINATION AGREEMENT

Lender is Mortgagor's primary lender for Mortgagor's purchase of the Property and is the holder of a mortgage against the Property recorded on or about the closing date. To induce Lender to advance funds under its mortgage, Mortgagee does hereby unconditionally subordinate the lien created by this Agreement to the lien of Lender's mortgage.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the above date.

Emma I	(SEAL)
Joseph	D Hallock Mortgagor
STATE OF WISCONSIN)) SSCOUNTY)	
	s day of November, 2025, the above named Emma L. me known to be the persons who executed the foregoing e.
Wisconsin	, Notary Public County, My commission expires:

Item 3.

Mortgagee executes this Mortgage solely for purposes of agreeing to the terms of the foregoing Subordination Agreement.

		ELOFMENT AUTHORIT ΓΕWATER, Mortgagee	1 Or
	By:		(SEAL)
	Mason Becker	r, Executive Director	
CTATE OF WISCONSIN			
STATE OF WISCONSIN)		
COUNTY) SS ()		
Personally came before Becker, Executive Director of the me known to be the personal	of the Community Dev	•	e City of Whitewater,
			, Notary Public
		My commission expires:	_ County, Wisconsin
		•	

EXHIBIT A

<u>Legal Description of Property</u>

Lot 19, Blk 1 Parklawn Subdivision, City of Whitewater, Walworth County, Wisconsin

Address: 255 N Park Street

Tax Identification No.: /PA 00010



City of
WHITEWATER
Mootin

Community Development Authority

Meeting Date:	November 20, 2025
Agenda Item:	Down Payment Assistance Loan Application, 215 E Clay St #37
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

BACKGROUND

(Enter the who, what when, where, why)

An application was submitted to the CDA requesting a down-payment assistance loan in the amount of \$25,000 pursuant to the terms and conditions of the City's Affordable Housing Fund Policy (DPA Application No. 2025-009). The DPA loan will be applied to the purchase of an attached single-family residence located at 215 E Clay St #37, at a purchase price of \$200,000 with an anticipated closing date of December 5, 2025. The borrowers are contributing a down payment of \$6,487.00 and will be living in the home as their primary residence.

Fort Community Credit Union (FCCU) is the primary lender offering a standard fixed-rate mortgage loan in the principal amount of \$155,000 with a 360-month term. All documentation required to support the requested loan has been received and reviewed by City Staff.

PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

The \$25,000 for this Down Payment Assistance loan will utilize monies already on hand from the city's Affordable Housing Extension fund.

STAFF RECOMMENDATION

Staff recommends approval of Down Payment Assistance Loan No. 2025-009.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Offer to Purchase
- Promissory Note in the sum of \$25,000 to be executed at closing.
- Mortgage and Subordination Agreement to be executed at closing and recorded in the Walworth County Register of Deeds Office.

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Approved by the Wisconsin Real Estate Examining Board 7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

WB-14 RESIDENTIAL CONDOMINIUM OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON 10/31/2025 [DATE] IS (AGENT OF BUYER)
	(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
	The Buyer, Manuel Mendez Montes De Oca
4	offers to purchase the Property known as [Street Address] 215 E Clay St
5	
	in the <u>City</u> of <u>Whitewater</u> , County
	of Walworth Wisconsin, particularly described as Unit: 37
	(Building) of Waters Edge North Condominiums Condominium
	(insert additional description, if any, at lines 687-712 or attach as an addendum per line 734), on the following terms:
10	PURCHASE PRICE The purchase price is Two hundred thousand and 00/100
11,	Dollars (\$\frac{200,000.00}{}).
12	INCLUDED IN PURCHASE PRICE Included in purchase price is (1) the Property, (2) Seller's interest in the Common
13	Elements and Limited Common Elements (see lines 183-189 and 197-202) appurtenant to the Unit, together with and
14	subject to the rights, interests, obligations and limitations as set forth in the Condominium Declaration and plat (and all
15	amendments thereto); (3) Seller's interests in any common surplus and reserves in the Condominium allocated to the
16	Property, (4) all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 24-26), and
17	(5) the following additional items: Oven/Range, Refrigerator, Dishwasher, Microwave, Washer, Dryer, Water
18	Softener
19	
20	
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
	or not included.
	NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
24	lines 17-20) and the following: Seller's personal property
25	
26	CAUTION: Identify Fixtures that are on the Property (see lines 29-39) to be excluded by Seller or that are rented
29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor. "Fixture" is defined as an item of property that is physically attached to or so closely associated with land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground pet containment systems, including receiver components, storage buildings on permanent foundations and docks/piers on permanent foundations. CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) on lines 24-26 or at lines 687-712 or in an addendum per line 734. STORAGE UNIT: A storage unit (is) (is not) STRIKE ONE included in the purchase price. Storage unit number: PARKING: The parking for the Unit is Garage . The parking fee is \$ 0.00 ASSOCIATION FEE: The Association fee for the Property may be subject to one-time fee(s) resulting from transfer of the
7	Property. Any fee(s) resulting from transfer of the Property shall be paid at closing by (Seller) (Suyer) STRIKE ONE ("Buyer"
18	if neither is stricken).
19	NOTE: The Association may charge fees at or subsequent to closing which may include Additional Association, reserves,
50	administrative or other fees. Buyer is advised to review the Condominium disclosure materials including, but not limited to,
51	current financial disclosure statements and other Condominium materials described on lines 107-121, as relevant.
52	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
	on or before 11/01/2025 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.

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DigiSign Verified - c0dde649-98df-4dca-b38c-7b4ef8627edf Page 2 of 13, WB-14 Property Address: 215 E Clay St, 37, Whitewater, WI 53190 56 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical 57 copies of the Offer. 58 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term 59 Deadlines running from acceptance provide adequate time for both binding acceptance and performance. CLOSING This transaction is to be closed on 12/05/2025 at the place selected by Seller, 62 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state 63 holiday, the closing date shall be the next Business Day. 64 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently 65 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real 66 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money 67 transfer instructions. **EARNEST MONEY** accompanies this Offer. 69 EARNEST MONEY of \$ 0.00 70 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged. will be mailed, or commercially, electronically 71 ■ EARNEST MONEY of \$ 1,000.00 days ("5" if left blank) after acceptance. 72 or personally delivered within _5_ 73 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as) STRIKE THOSE NOT APPLICABLE 75 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller). 76 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an 77 attorney as lines 80-90 do not apply. If someone other than Buyer pays earnest money, consider a special 78 disbursement agreement. 79 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing. 80 DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the 81 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository 82 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall 83 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according 84 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been 85 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the 86 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 87 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) 88 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain 89 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the 90 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement. 91 ■ <u>LEGAL RIGHTS/ACTION</u>: The Firm's disbursement of earnest money does not determine the legal rights of the Parties 92 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest 93 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party 94 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified 95 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order 96 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of 97 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their 98 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18. 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; (6) delivery of Condominium disclosure materials (see lines 107-121) STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: N/A

. If "Time is of the Essence" 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.

CONDOMINIUM DISCLOSURE MATERIALS Seller agrees to deliver to Buyer, within 10 days after acceptance of Offer, current and accurate copies of the Condominium disclosure materials required by Wis. Stat. § 703.33. The Condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for 110 Small Condominiums per Wis. Stat. § 703.365]:

- (a) Proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents.
- (b) Proposed or existing articles of incorporation of the Association, if it is or is to be incorporated.

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(c) Proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the Condominium.

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- (d) Projected annual operating budget for the Condominium including reasonable details concerning the estimated 115 monthly payments by the purchaser for assessments and other monthly charges. 116
 - (e) Leases to which Unit owners or the Association will be a party.
- 117 (f) General description of any contemplated expansion of Condominium including each stage of expansion and the 118 maximum number of Units that can be added to the Condominium. 119
 - (g) Unit floor plan and map showing location of Common Elements and other facilities available to Unit owners.
 - (h) The executive summary.

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- 121 122 CONVERSION CONDOMINIUMS: If the Condominium was an occupied structure prior to the recording of the 123 Condominium Declaration, it is a "conversion Condominium," and the "Condominium disclosure materials" for a conversion Condominium with five or more Units also include:
 - (1) A declarant's statement based on an independent engineer's or architect's report describing the present condition of structural, mechanical and electrical installations.
 - (2) A statement of the useful life of the items covered in (1), unless a statement that no representations are being made is provided.
 - (3) A list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the violations.
- 130 131 ■ BUYER RESCISSION RIGHTS: As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after receipt 132 of all the required disclosure documents or following notice of any material changes in the required disclosure documents, 133 rescind this Offer by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not 134 receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the disclosure materials, 135 either rescind the Offer or request any missing documents. Seller has 5 business days after receipt of Buyer's request for 136 missing documents to deliver the requested documents. Buyer may rescind the sale within 5 business days after the earlier 137 of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. § 138 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following delivery if the change or 139 amendment would materially affect the rights of Buyer without first obtaining approval of Buyer. A copy of any such 140 amendments shall be delivered promptly to Buyer.
- 141 The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure 142 materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the 143 disclosure materials or the requested missing documents.
- 144 NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL 145 EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR 146 OPINIONS.
- 147 In addition to review of the disclosure materials required to be provided by Wis. Stat. § 703.33, Buyer may wish to consider reviewing other Condominium materials as may be available.
- EONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION: This Offer is contingent upon Seller delivering 150 to Buyer, at Seller's expense, within 10 days after acceptance of this Offer the information listed below that exists as of the 151 date on line 1 of this Offer:
 - The Condominium Association's financial statements for the last 2 years.
 - The minutes of the last 3 Unit owners' meetings.
 - The minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer.
 - Information about contemplated or pending Condominium special assessments.
 - The Association's certificate of insurance.
 - A statement from the Association indicating the balance of reserve accounts controlled by the Association.
 - Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held by the Association.
 - Information regarding any pending litigation involving the Association.
 - The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional Association the Unit may be part of.
- Other: 164 (hereinafter collectively the "listed materials").

165 NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller 186 may wish to verify availability prior to acceptance of the Offer.

- 167 BUYER RESCISSION RIGHTS: Buyer may, within 5 business days after receipt of all the listed materials rescind this 168 Offer by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed 169 materials, Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Offer or request any 170 missing materials in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver 171 the requested materials. Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested 172 missing materials or the deadline for Seller's delivery of the materials.
- 173 The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed 174 materials or requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or 175 requested missing materials.

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- ASSOCIATION: Wis. Stat. § 703.02(1m) provides, "'Association' means all of a condominium's unit owners acting as a group, either through a nonstock corporation or an unincorporated association, in accordance with its bylaws and declaration." The Association is the entity that the Unit owners typically use to act together as a group to manage and maintain the Condominium property and finances. Every Unit owner is automatically a member of the Association, which adopts budgets and sets the amounts of the fees or assessments paid by the Unit owners.
- 181 ADDITIONAL ASSOCIATION: Refers to any community, neighborhood, subdivision, master or umbrella association with 182 the power to levy fees or assessments on the Property owner.
- 183 COMMON ELEMENTS: Wis. Stat. § 703.02(2) provides, "'Common elements' mean all of a condominium except its units." In a typical residential Condominium project, the Common Elements may include the land, structural and common parts of buildings (entranceway, halls, elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor lighting, any recreational facilities (swimming pool, tennis courts, clubhouse, etc.) and all other common areas and amenities. The Common Elements are owned collectively by all of the Unit owners. For example, in a Condominium with 188 100 Units, each Unit owner may own a one percent interest in all Common Elements. Thus, the Unit owner would own an 189 undivided one percent interest in the tennis courts, road, parking lot, etc.
- 190 CONDOMINIUM: Wis. Stat. § 703.02(4) provides, "'Condominium' means property subject to a condominium declaration established under this chapter" [Wis. Stat. Ch. 703].
- DECLARATION: Wis. Stat. § 703.02(8) provides, "Declaration' means the instrument by which a property becomes subject to this chapter, and that declaration as amended from time to time." The Declaration is a written document that reates a Condominium from one or more parcels of real estate. The owner declares his or her property to be a condominium. The Declaration divides the property into Units, which are individually owned, and the Common Elements, which are owned in common by all of the Unit owners together.
- 197 LIMITED COMMON ELEMENTS: Wis. Stat. § 703.02(10) provides, "Limited common element' means a common 198 element identified in a Declaration or on a condominium plat as reserved for the exclusive use of one or more but less than 199 all of the Unit owners." A Unit owner does not own a Limited Common Element, except for the percentage interest in the 200 Common Elements, but is the only one who may use it, either alone or with others (but not all Unit owners). This exclusive 201 use may be subject to restrictions stated in the Declaration or the Condominium rules. Limited Common Elements may 202 include a storage area, patio, balcony, garage parking space or a boat slip.
- 203 SMALL CONDOMINIUM: Wis. Stat. § 703.02(14m) provides, "'Small Condominium' means a condominium with no more 204 than 12 Units." Small Condominiums are subject to all provisions in Wis. Stat. Ch. 703, including the provisions for disclosure 205 materials, unless optional provisions in Wis. Stat. § 703.365 for a simplified Condominium are adopted in the Declaration 206 for the Small Condominium.
- 207 UNIT: Wis. Stat. § 703.02(15) provides, "'Unit' means a part of a condominium intended for any type of independent use, 208 including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on 209 one or more floors, or parts thereof, in a building. A unit may include 2 or more noncontiguous areas." The Unit owner is 210 entitled to exclusive ownership and possession of his or her Unit. A Unit is not necessarily limited to an apartment-like 211 concept and may also be a freestanding house, a structure plus surrounding land, or land similar to a lot. Units may also 212 include a separate area that is some distance away from the basic individual dwelling area. For example, a Unit may be 213 defined to include a storage area, patio, garage parking space or a boat slip. What is included in a given Unit depends on 214 how the term "Unit" is defined in the Condominium Declaration and plat.
- REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . ., to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights. Wis. Stat. § 709.03 provides when the Property is a Condominium Unit, the property and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred. Wis. Stat. § 709.02 requires that Seller also furnish a Condominium addendum to the Real Estate Condition Report and a copy of the executive summary along with the Real Estate Condition Report.

30 NOTE: Small Condominiums may not be required to have an executive summary per Wis. Stat. § 703.365.

PROPERTY CONDITION REPRESENTATIONS

Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 239-304) with regard to the Unit, Common Elements and Limited Common Elements that may be used only by the owner of the Condominium transferred, other than those identified in Seller's Real Estate Condition Report dated which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and

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237 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT 238

"Conditions Affecting the Property or Transaction" are defined to include:

- 239 240 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the 241 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks; 242 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 243 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or 244 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke 246 detector or carbon monoxide detector laws.
- Defects in any structure, or mechanical equipment included as Fixtures or personal property. 247 d.
- Rented items located on the Property such as a water softener or other water conditioner system.
- Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water 249 f. 250 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other 251 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic 252 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on 253 but not directly serving the Property.

254 NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential 255 properties built before 1978.

- 256 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic 257 substances on neighboring properties.
- 258 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the 259 Property or in a well that serves the Property, including unsafe well water.
- A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other 261 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned 262 according to applicable regulations.
- Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground 264 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the 265 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, 266 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an 268 "LP" tank on the Property.
- Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling 270 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose 271 district, such as a drainage district, that has authority to impose assessments.
- 272 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting 273 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving 274 the Property without required state or local permits.
- 275 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit 276 and there are common areas associated with the Property that are co-owned with others.
- 277 O. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, 278 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin 279 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures 280 related to shoreland conditions, enforceable by the county.
- 281 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the 282 Property; or other than public rights of way, nonowners having rights to use part of the Property, including, but not limited 283 to, private rights-of-way and easements other than recorded utility easements.
- 284 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment 285 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop 287 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 288 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 289 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of 290 which the Property owner is a member.
- No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint 292 driveway) affecting the Property.
- 293 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance 294 claims relating to damage to the Property within the last five years.
- 295 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting 296 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator. 297 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or 298 other insect infestations.

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299 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one 300 or more burial sites on the Property.

300 of findle burial sites of the Froperty.
301 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.

z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

303 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive 304 sliding, settling, earth movement or upheavals.

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

316 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of 317 the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any 318 other material terms of the contingency.

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

N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-322).

- (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred after the date on line 1 of this Offer that discloses no Defects.

to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) that discloses no Defects.

to be separately inspected, e.g., swimming pool, root, foundation, criminey, etc.) that discloses no Defects.

331 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 337. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

334 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

335 CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as 336 well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within 15 days ("15" if left blank) after acceptance, delivers sale to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 577-579 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

347 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
348 If Seller has the right to cure, Seller may satisfy this contingency by:

- 349 (1) delivering written notice to Buyer within 5 ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
 - (2) curing the Defects in a good and workmanlike manner; and
- 352 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

353 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

- 354 (1) Seller does not have the right to cure; or
 - (2) Seller has the right to cure but:

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- (a) Seller delivers written notice that Seller will not cure; or
- (b) Seller does not timely deliver the written notice of election to cure.

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358	N/A RADON TESTING CONTINGENCY: This Offer is contingent upon Buyer obtaining a current written report of the
359	results of a radon test within the Unit performed by a qualified third party in a manner consistent with applicable
360	Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards
	indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) STRIKE ONE
362	("Buyer's" if neither is stricken) expense.
363	This contingency shall be deemed satisfied unless Buyer, within days ("20" if left blank) after acceptance delivers
	to Seller a written copy of the radon test results report indicating a radon level of 4.0 pCi/L or higher and written notice
	objecting to the radon level in the report.
	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.
367	If Seller has the right to cure, Seller may satisfy this contingency by
368	(1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
369	(2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
370	
371	no later than three days prior to closing.
	This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:
373	(1) Seller does not have the right to cure; or
374	(2) Seller has the right to cure but:
375	(a) Seller delivers written notice that Seller will not cure; or (b) Seller does not timely deliver the notice of election to cure.
376	NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.
377	
378	IF LINE 379 IS NOT MARKED OR IS MARKED N/A LINES 427-438 APPLY.
379	
380	Conventional [loan type or specific lender, if any] first mortgage loan commitment as described
381	below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
382	for a term of not less than 30 years, amortized over not less than 30 years. Initial
383	monthly payments of principal and interest shall not exceed \$ 789.56 Buyer acknowledges that lender's
384	required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
385	premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
386	to pay discount points in an amount not to exceed% ("0" if left blank) of the loan. If Buyer is using multiple loan
387	sources or obtaining a construction loan or land contract financing, describe at lines 687-712 or in an addendum attached per line 734. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
388	per line 734. Buyer agrees to pay all customary loan and closing costs, wire lees, and loan origination lees, to promptly
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389	apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
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Property Address:	215	E	Clay	St,	37,	Whitewater,	WI	53190

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	Property Address. 213 2 Ctd., March 217, Mar
119	N/A SELLER FINANCING: Seller shall have 10 days after the earlier of:
120	(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 415-418; or (2) the Deadline for delivery of the loan commitment on line 381,
421	to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
122	terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
124	If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
425	cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
426	worthiness for Seller financing.
427	IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within days ("7" if left blank) after
128	acceptance, Buyer shall deliver to Seller either:
129	(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
430	the time of verification, sufficient funds to close; or
431	(2) [Specify documentation Buyer agrees to deliver to Seller].
432	If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
433	notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
134	mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser
135	access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the
130 137	appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access
128	for an appraisal constitute a financing commitment contingency.
139	APPRAISAL CONTINGENCY: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
140	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
141	subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
1/2	the agreed upon purchase price
143	This contingency shall be deemed satisfied unless Buyer, within 25 days after acceptance, delivers to Seller a
144	copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice
145	objecting to the appraised value.
146	■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
147	price to the value shown on the appraisal report within 5 days ("5" if left blank) after Buyer's delivery of the appraisal
148	report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
150	by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
151	This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
	appraisal report and:
153	(1) Seller does not have the right to cure; or
154	(2) Seller has the right to cure but:
155	(a) Seller delivers written notice that Seller will not adjust the purchase price; or
156	
157	report.
158	NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency. N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of
	Buyer's property located at
	no later than (the Deadline). If closing does not occur by the Deadline, this Offer shall
162	become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
102	financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
164	or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
165	bridge loan shall not extend the closing date for this Offer.
166	N/A RUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
167	offer has been accented. If Buyer does not deliver to Seller the documentation listed below within _72nours (72 ii
168	left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
469	(4) A 11 manufacture of the Classics of Private Property Confingency it line 459 is marked.
470	(2) Written waiver of (name other contingencies, if any); and
471	
472	
473	Proof of bridge loan financing.
474	Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
475	Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
476	tioned of an equipment of additional earnest money, etc.)
177	insert other requirements. If any (e.g., payment of additional earnest money, etc.)].

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	Property Address. 213 2 C12, US
	N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
	assessed by buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawai to Seller prior to
482	delivery of Seller's ficulte that this One is billion, but of the
	if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
484	Offer becomes primary.
485	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
486	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, Condominium Association fees,
487	Additional Association fees, fuel and
488	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
489	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
490 401	Peal estate taxes shall be prorated at closing based on CHECK BUX FUR APPLICABLE PRORATION FORMOLA.
492	The net general real estate taxes for the preceding year, or the current year it available (Net general real estate
493	taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
494	APPLIES IF NO BOX IS CHECKED.
495	Current assessment times current mill rate (current means as of the date of closing).
496	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
497	year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
498	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
499	substantially different than the amount used for proration especially in transactions involving new construction,
500	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
507 502	accessor regarding possible tay changes.
503	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
504	the natural tax hill for the year of closing, with Ruyer and Seller each owing his or her pro-rata share, Buyer shall, willin 3
505	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
506	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.
	and is the responsibility of the Parties to complete, not the responsibility of the real octate factors.
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objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

- 543 UNPAID CONDOMINIUM ASSESSMENTS: All unpaid assessments shall be paid by Seller no later than closing.
- SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, including those by any Condominium or Additional Association, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" with regard to municipal special assessments means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits. "Levied" with regard to Condominium special assessments means the Association has adopted a resolution imposing fees on the Units, other than regular Association fees, for special projects or expenses.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, 552 Condominium Association special assessments, special charges for current services under Wis. Stat. § 66.0627 or 553 other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public 554 improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, 555 municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection 556 and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as 557 defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are N/A

Insert additional terms, if any, at lines 687-712 or attach as an addendum per line 734.

563 DEFINITIONS

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- aCTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.
- BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 568 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 569 registered mail or make regular deliveries on that day.
- 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. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. 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. "Midnight" is defined as 11:59 p.m. Central Time.
- DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
 - FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-9.
- PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

INCLUSION OF 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.

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

688 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, Unit, 689 building or room dimensions, if material.

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

MAINTENANCE Seller shall maintain the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred and all personal property included in the purchase price until the earlier of closing

@ WRA Forms Library

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or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred, plus a credit towards the purchase price mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred to determine that there has been no significant change in the condition of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 687-712 or in an addendum attached per line 734, or lines 558-562 if the Property is leased. At time of Buyer's occupancy, the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT 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 material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

636 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability 637 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party 638 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. 639 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the 640 arbitration agreement.

641 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES 642 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL 643 EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 644 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 645 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

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

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

658 CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer 659 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed 660 upon the Property.

661 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a 662 condition report incorporated in this Offer per lines 231-236, or (2) no later than 10 days after acceptance, Seller delivers

663 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 669-671 apply.

664 IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified ses substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's 666 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 633-640.

669 IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 674 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall 675 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also 676 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, 677 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

678 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

679 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption 680 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding 681 FIRPTA.

* SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM: Seller agrees to pay to Buyer's Firm the amount of 682 _ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage 3% of Purchase price fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

387	ADDITIONAL PROVISIONS/CONTINGENCIES
200	Buyer is aware the Condo association will be replacing the roof and deck in 2026.
280	Sellor shall request condo assoc to seal area between condo and driveway
200	prior to closing. If there is an expense, Seller shall be responsible.
	DITOL CO GLOBALING. BU STATE
802	Seller is aware Buyer has been approved for the Home Consortium
202	Grants. Buyer will use these grants to help Him purchase Condo.
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713 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and 714 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 715 716-731.

716 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 717 line 718 or 719.

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Property	Address: 215 E Clay St, 37, Whitewater, WI 53190	Page 13 of 13, WB-14
718 Name o	of Seller's recipient for delivery, if any:	
710 Name o	of Buyer's recipient for delivery, if any:	
720 (2	2) Fax: fax transmission of the document or written notice to the following number:	
721 Seller	Buver: ()	
722 (3	 Commercial: depositing the document or written notice, fees prepaid or charged to an according 	ınt, with a commercial
723 delivery	service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to	the Party's address at
724 line 727	or 728.	
725 (4	U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, ac	dressed either to the
726 Party, o	r to the Party's recipient for delivery, for delivery to the Party's address.	
	s for Seller:	
728 Address	s for Buyer:	
729 x (5	(i) <u>Email</u> : electronically transmitting the document or written notice to the email address.	
730 Email A	ddress for Seller: jonmarshall@hotmail.com	
731 Email A	ddress for Buyer: homesbylizzy@gmail.com	
732 PERSO	DNAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any na	imed Buyer or Seller
	tes personal delivery to, or Actual Receipt by, all Buyers or Sellers.	•
		ade part of this Offer.
734 x A	DDENDA: The attached Condo Addendum to Condition Report is/are m	age part of this Offer.
735 This Of	fer was drafted by [Licensee and Firm] Liz Kostroski, NextHome Success	
	The second secon	etiono
736	WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instru	CHOIS
737	sent via email. Funds wired to a fraudulent account are often impossible to recover.	ı
	and the state of t	ostato
738	Criminals are hacking emails and sending fake wiring instructions by impersonating a real	Those
739	agent, Firm, lender, title company, attorney or other source connected to your transaction.	lvour
740	communications are convincing and professional in appearance but are created to stea	timate
741	money. The fake wiring instructions may even be mistakenly forwarded to you by a legi	lillate
742	source.	
	DO NOT 1981 AND 1 to the office will be a self-receiving instructions IN DEDCOM or by	, VOLI
743	DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by	entact
744	calling a verified number of the entity involved in the transfer of funds. Never use c	Sinaci
745	information provided by any suspicious communication.	
745	Real estate agents and Firms ARE NOT responsible for the transmission, forwardi	00 OF
746	verification of any wiring or money transfer instructions.	'g, or
747	verification of any wiring or money transfer instructions.	
,		
749 (x) Ma	nuel Mendez Montes De Oca	10/31/2025
749 Buye	er's Signature ▲ Print Name Here ► Manuel Mendez Montes De Oca	Date ▲
,45 24,4	and originated a control of the cont	
750 (X)	A PLANT III A	Date ▲
751 Buye	er's Signature▲ Print Name Here▶	Date A
	A A A SERVICIO DE LE TITE MARDANTICO DEDDECENTATIONS AND COVENAL	NITS MADE IN THIS
752 SELLE	R ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENAL	S TO CONVEY THE
753 OFFER	SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREE	CES DECEIDT OF A
	RTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLED	SES RECEIL I OF A
755 COPY	OF THIS OFFER.	
	andra Toosucranet	11-1-25
756 (X)		Date ▲
757 Selle	er's Signature ▲ Print Name Hele ► ்	Dato =
758 (X)		
759 Selle	er's Signature ▲ Print Name Here▶	Date ▲
	- INCR	
760 This Of	fer was presented to Seller by [Licensee and Firm] Macshall	
761	maker healty Inc. on 11-1.25 at	a.m(p.m.)
701		
	This Office is not retained [Can attached counter]	
	fer is rejected This Offer is countered [See attached counter]	er Initials ▲ Date ▲
763	Seller Initials ▲ Date ▲ Seller	

MORTGAGE, RETENTION AND SUBORDINATION AGREEMENT

Date:	

Mortgage Amount: Twenty-Five Thousand and no/100 Dollars

(\$25,000).

Mortgagor: Manuel Mendez Montes De Oca

Mortgagee: Community Development Authority of the City of

Whitewater

Manuel Mendez Montes De Oca ("Mortgagor," whether one or more) mortgages to Community Development Authority of the City of Whitewater ("Mortgagee"), to secure payment of Twenty-Five Thousand and no/100 dollars (\$25,000.00) evidenced by a note or notes bearing an even date executed by Mortgagor to Mortgagee, and any extensions and renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following parcel of land, together with all rents, profits, improvements fixtures, and other appurtenant interests thereon (all called "Property"), in Walworth County, State of Wisconsin:

See attached Exhibit A.

In the event of foreclosure, Mortgagee shall be entitled to elect to proceed under the accelerated redemption periods of Section 846.101 or 103, Wisconsin Statutes.

RETENTION AGREEMENT

Mortgagor's purchase of the Property was partially funded with proceeds from the City of Whitewater Affordable Housing Fund pursuant to the Affordable Housing Fund Policy 602.01 adopted by the Common Council of the City of Whitewater on July 19, 2023 ("Downpayment Assistance Loan"). Mortgagor's receipt of the

funds are conditioned on Mortgagor's agreement to restrictions on Mortgagor's ability to sell, reclassify or refinance the Property for the purpose of ensuring that the funds are used for the purchase of housing which is retained as affordable housing for at least ten (10) years from the closing date (the "Retention Period"). In addition to the Downpayment Assistance Loan, Mortgagor obtained a mortgage loan from Fort Community Credit Union ("Lender"), which loan is secured by a first mortgage lien on the Property. Accordingly, Mortgagor covenants and agrees:

RETURN TO:

Community Development Authority P.O. Box 178
Whitewater, WI 53190

/WE1 00021 (Parcel Identification Number)

This is homestead property.

This is a Purchase Money Mortgage

Mortgagor covenants and agrees as follows:

- 1. Covenant of Title. Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except for a first mortgage lien on the property from mortgagor to Fort Community Credit Union.
- 2. Taxes. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagor's interest in it and to deliver to Mortgagee on demand receipts showing such payments.
- 3. Insurance. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagor shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of the Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.
- 4. OTHER COVENANTS. Mortgagor covenants not to commit waste or suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.
- 5. Defense of Security. Mortgagor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, and shall pay all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Mortgagee may appear.
- 6. Except as expressly set forth in Section 6, Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness due under the Promissory Note secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this Section 5. A violation of the provisions of this Section 5 will be considered a default under the terms of this Mortgage and the Promissory Note it secures.
- 7. If Mortgagor refinances the First Mortgage on the Property, provided the Property remains subject to the encumbrance created by this Agreement, then Mortgagor shall not be required

- to repay any portion of the Downpayment Assistance Loan at closing of the refinance transaction provided Mortgagor continues to own and occupy the Property.
- 8. To further secure the payment and performance of the Promissory Note, Mortgagor hereby grants to Mortgagee a security interest in all fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired. This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the right of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are: Manuel Mendez Montes De Oca, 215 E Clay Street Unit 37, Whitewater, WI 53190. The address of the secured party is: 312 West Whitewater Street, Whitewater, WI.
- 9. The term Mortgagor shall include all Mortgagors whether one or more, and the provisions hereof for reimbursement shall not apply as long as any named Mortgagor continues to both own and occupy the Property. Any individual Mortgagor who is married represents that the obligation evidence by this instrument was incurred in the interest of Mortgagor's marriage or family. The covenants of this Mortgage set forth herein shall be deemed joint and several among the Mortgagors.
- 10. Events of Default. Each of the following shall constitute an event of default under this Mortgage:
 - a. Failure to pay the indebtedness secured by this Mortgage when due;
 - b. Failure to perform any obligation contained in this Mortgage;
 - c. Any breach of any warranty or material misrepresentation made by Mortgagor in connection with this Mortgage or the Note;
 - d. The occurrence of a default under the Primary Mortgage; or
 - e. The transfer, sale, leasing, or conveyance of the Property, or any interest therein, within ten (10) years from the date of the Note.
- 11. In the event of default under the terms of this Mortgage, Mortgagee may, at its option, declare the whole amount of the unpaid principal due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy at law or equity. A default under the First Mortgage constitutes a default under this Mortgage. In case of default, all costs and expenses, including but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the vent of foreclosure in included in the judgment.

- 12. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.
- 13. In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and, in the event of foreclosure, be included in the judgment.
- 14. In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the note secured by this Mortgage and shall constitute a lien upon the Property.

SUBORDINATION AGREEMENT

Lender is Mortgagor's primary lender for Mortgagor's purchase of the Property and is the holder of a mortgage against the Property recorded on or about the closing date. To induce Lender to advance funds under its mortgage, Mortgagee does hereby unconditionally subordinate the lien created by this Agreement to the lien of Lender's mortgage.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the above date.

	(SEAL)
Manu	uel Mendez Montes De Oca
STATE OF WISCONSIN)	
) SS COUNTY)	
	1: 0.1 0.005 1 1 1 1.1
Personally came before me Mendez Montes De Oca, to me kn and acknowledged the same.	this day of November 2025, the above named Manuel own to be the persons who executed the foregoing instrument
	, Notary Public
	County,
Wisconsin	
	My commission expires:
Mortgagee executes this Mortgage Subordination Agreement.	solely for purposes of agreeing to the terms of the foregoing
COM	MUNITY DEVELOPMENT AUTHORITY OF
	MUNITY DEVELOPMENT AUTHORITY OF CITY OF WHITEWATER, Mortgagee
By:	(SEAL)
ъу	(SEAL)

STATE OF WISCONSIN)	
SS	
COUNTY)	
Personally came before me this	day of November, 2025, the above named Mason
Becker, Executive Director of the Community	Development Authority of the City of Whitewater,
to me known to be the person who executed the	e foregoing instrument and acknowledged the same.
	, Notary Public
	County, Wisconsin
	My commission expires:

EXHIBIT A

<u>Legal Description of Property</u>

Unit 37, Waters Edge of Whitewater Condominium, created by a "Declaration of Condominium" recorded on May 1, 2002, as Document No. 508961, together with any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said condominium being located in the City of Whitewater, County of Walworth, and State of Wisconsin

Address: 215 E Clay Street Unit 37 Tax Identification No.: /WE1 00021

15.



PROMISSORY NOTE

\$ 25,0000	Date:	, 202
Ψ -2 , 0000	2	,

The undersigned, Manuel Mendez Montes De Oca ("Maker"), hereby jointly and severally promise to pay to the order of the Community Development Authority of the City of Whitewater ("Payee") at 312 West Whitewater Street, Whitewater, WI 53190, or at such other place as Payee may from time to time designate in writing, the sum of Twenty-Five Thousand and no/100 Dollars (\$25,000).

This Promissory Note ("Note") bears no interest on the unpaid balance before maturity. All unpaid principal outstanding under this Note shall be due and payable on the earlier of (i) Maker's transfer, sale, leasing, or conveyance of the Property (as defined in Exhibit A, incorporated herein by reference) or (ii) the time at which the Property is no longer the Maker's primary residence (the "Maturity Date"). The funds loaned to Maker by Payee pursuant to this Note shall be used solely for the purchase of the real property commonly known as 255 N Park Street, City of Whitewater, Walworth County, Wisconsin and legally described on Exhibit A attached hereto and incorporated herein (the "Property").

If payment is not made on or before the Maturity Date, or Payee violates any term, condition or provision of this Note or the Mortgage (defined below), Maker shall be in default and Payee may give Maker written notice thereof. If Maker fails to cure said default within ten (10) days of the date of such notice, the unpaid balance shall, at the option of Payee and without further notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event Maker becomes the subject of bankruptcy or other insolvency proceedings. Payee's receipt of any payment under this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Payee's rights and remedies upon such default. Principal not paid when due shall bear interest after the Maturity Date at the then current Applicable Federal Rate for long term notes, compounding annually, set forth under IRC Sec. 7520 from time to time.

Without affecting the liability of Maker, Payee may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

Maker agrees to pay all costs of collection, including reasonable attorneys' fees incurred by Payee in enforcing this Note. Maker hereby waives presentment, protest, demand and notice of dishonor. Maker may at any time and from time to time prepay all or any part of the unpaid principal of this Note, without penalty.

This Note is secured by a second Mortgage on the Property of even date herewith executed by Maker ("Mortgage"). Payee agrees that this Note is subordinate to Maker's obligations to Fort Community Credit Union in connection with Loan Number ______ secured by a first mortgage lien on the Property. Upon payment in full of this Note, Payee shall promptly release

the collateral security.

This Note shall be governed by and construed in accordance with the laws of the State of Wisconsin.

, Mortgagor

, Mortgagor



EXHIBIT A

Legal Description of Property

Unit 37, Waters Edge of Whitewater Condominium, created by a "Declaration of Condominium" recorded on May 1,

2002, as Document No. 508961, together with any amendments and/or corrections thereto, and by its Condominium

Plat and any amendments and/or corrections thereto. Said condominium being located in the City of Whitewater,

County of Walworth, and State of Wisconsin

Address: 215 E Clay Street Unit 37 Tax Identification No.: /WE1 00021

The following was provided by RDG Planning & Design regarding the role of the Comprehensive Plan Update Advisory Committee:

What is a Comprehensive Plan?

A Comprehensive Plan is a long-range guide that outlines the community's vision, goals, and strategies for growth and development over the next 10-20 years. It addresses key topics such as housing, transportation, land use, and community amenities.

What does the Advisory Committee do?

The Advisory Committee plays a vital role in the planning process. Members provide feedback and direction at key milestones, promote project activities within their networks, and attend committee meetings throughout the process. This group helps ensure the plan reflects the diverse needs and aspirations of Whitewater's residents, businesses, and organizations.

What to expect as a committee member:

- Participation in up to seven (7) meetings over the next year
 - Each meeting will be approximately 75 minutes long. Meetings may be in person or virtual.
- Opportunities to review and provide input on draft materials
- A chance to help guide the planning process and amplify community engagement opportunities

The City of Whitewater's current 2017 Comprehensive Plan can be found at: https://whitewater-wi.gov/462/Comprehensive-Plans-Studies

City of	Community Development Authority	
WHITEWATER	Agenda Item	
Meeting Date:	November 20, 2025	
Agenda Item:	Appointment of CDA representative for Comprehensive Plan Update	
	Advisory Committee	
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.473.0148	

BACKGROUND

(Enter the who, what when, where, why)

The Common Council recently approved the selection of RDG Planning & Design to conduct the update to the city's Comprehensive Plan, which was last updated in 2017. Work on this critical project has already begun and will continue over the next 12 months.

A major goal of this project is to gather robust community input through public participation. As part of this process, RDG has recommended that the city create an Advisory Committee, made up of around 13 individuals representing different stakeholder groups within the City of Whitewater.

We are recommending that the CDA appoint one non-council member as a representative on the Advisory Committee. Aside from other community groups, the Common Council has appointed three members (Hicks, Schanen, and O. Smith), and the PARC has appointed one non-council member (Stanek).

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The Common Council approved awarding the contract for the Comprehensive Plan Update to RDG Planning & Design on October 7, 2025, following recommendation by the Request for Proposal (RFP) review committee.
- The city's internal team had an initial meeting with RDG on October 27, 2025 to discuss initial timeline and process.

FINANCIAL IMPACT

(If none, state N/A)

There is no additional financial impact to this decision, as the contract with RDG has already been finalized and signed. There will be occasional additional meetings that the selected PARC member will need to attend as part of this process.

STAFF RECOMMENDATION

It is recommended that the CDA board appoint one non-council member as a representative on the Advisory Committee.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Description of duties and roles provided by RDG Planning & Design

November 13, 2025

VIA EMAIL: mbecker@whitewater-wi.gov

City of Whitewater Community Development Authority Attn: Mason Becker 312 Whitewater Street Whitewater, WI 53190

Dear Mason,

This letter provides a status update on all open collection matters Stafford Rosenbaum ("Stafford") is handling for the City of Whitewater, Community Development Authority ("CDA") as of the date of this letter.

1. Fine Food Arts LLC/Jay Stinson/ Daniel Rodriguez/K.L.D. LLC

A. Status

Since the Court entered default judgment against Fine Food Arts LLC and granted CDA's motion for leave to supplement its complaint to add Daniel Rodriguez and K.L.D. LLC as defendants on September 5, 2025, we have worked to serve process on Mr. Rodriguez and K.L.D. and identify the most efficient path towards recovering on the debt owed to CDA.

Our process server managed to serve K.L.D. on September 23, 2025, by delivering a copy of CDA's supplemental summons and complaint to its registered agent in Appleton, Wisconsin. Then, as Mr. Rodriguez could not be served in person after six attempts, we engaged Southern Lakes Newspapers LLC to publish service against him, starting September 26, 2025. Though he is not yet required to, Mr. Rodriguez answered CDA's supplemental complaint by generally denying liability on October 10, 2025.

While the Court has accepted CDA's supplemental complaint, we are still awaiting a formal order that the defendants must respond to it. We filed a letter on September 23, 2025, asking that the Court enter such an order. We will address this request at the hearing in this matter on December 5, 2025—which was rescheduled from October 17, 2025, due to Attorney Higgins's military leave.

At the hearing on December 5, we will also argue the appropriate amount of attorney fees and other legal expenses that CDA is entitled to from Fine Food under the terms of its agreements. That amount, once determined (we requested \$21,664.50 in fees and \$2,123.30 in expenses), will be added to CDA's judgment against Fine Food, which is currently for \$35,939.24, plus post-judgment interest. Once we have a judgment against Mr. Stinson, we will have a basis to demand these amounts (as determined) against him, as well, under the language of CDA's contracts with him.

Since our last update, we have also been communicating with Mr. Stinson's counsel to gather information and determine his collectability. Mr. Stinson's attorney has represented that Mr.

Stinson is too poor to pay the fee advance his attorney requires to file a bankruptcy petition on his behalf. While we do not have any confirmation of that representation, it is likely that Mr. Stinson may seek bankruptcy relief in the near future—once he is able to come up with the necessary advance (which his attorney represented to be \$2,000). We will assess CDA's options, including to object to the dischargeability of the debt Mr. Stinson owes to CDA, if that comes to pass.

Our talks with Mr. Stinson's counsel have also yielded an unsigned copy of an agreement purporting to convey Mr. Stinson's interest in Fine Food to Mr. Rodriguez. We have not been able to confirm (other than through his counsel's representations) that this agreement—in the form that we have it—was ever signed. However, other public records we have been able to find do suggest that Mr. Rodriguez now owns and controls Fine Food. This is also consistent with Mr. Rodriguez's answer to CDA's supplemental complaint, which includes, "The agreement for sale of the business clearly states that I am not responsible for any debts or liabilities incurred before sale."

B. Next Steps

We plan to prepare limited discovery requests for both Mr. Stinson and Mr. Rodriguez in hopes of identifying (1) the ownership of CDA's collateral; and (2) its disposition. CDA currently has the right to obtain a writ of replevin against Fine Food to recover the collateral. So, as long as it is still in Fine Food's possession, we will be able to proceed and being the process of recovering and liquidating the collateral to offset CDA's costs and loses from this deal.

To the extent K.L.D., not Fine Food, now has possession of the collateral, after the hearing on December 5, we will be able to move for default judgment against K.L.D. once the time period the Court grants it and Stinson to answer the supplemental complaint expires—assuming that K.L.D. does not properly answer through an attorney. A default judgment against K.L.D. would enable CDA to obtain a writ of replevin against it, as well. We will similarly seek default judgment against Mr. Stinson if he fails to respond to CDA's supplemental claims.

If Mr. Rodriguez now has possession of the collateral, we will likely seek summary judgment for replevin against him, as his acquisition of Fine Food does not defeat CDA's lien, once discovery is complete.

With respect to CDA's claims against Mr. Stinson, we will continue to investigate his collectability and assess the merits of pursuing him once the collateral is recovered. While a judgment for conversion (which is an intentional tort) may be insulated from discharge in a bankruptcy proceeding, if the facts that come to light reveal that we may struggle to prove that Mr. Stinson knowingly converted CDA's property or otherwise collect against him, we may advise that CDA's costs and expenses in pursuing Mr. Stinson are not likely to lead to a more valuable, recoverable judgment.

2. Scanalytics Inc.

Status Update

We filed a complaint against Scanalytics Inc. on October 25, 2025. Mr. Scalin was served on October 31, 2025. His answer to the complaint is due on October 19, 2025.

On November 3, 2025, Mr. Scalin contacted Mr. Becker informing him that he is in the process of selling the business and paying the CDA in full. Per Mr. Becker, Mr. Scalin requested that the lawsuit be dismissed to not interfere with the sale transaction. We advised Mr. Becker to have Mr. Scalin's attorney contact Stafford Rosenbaum in order for us to review the sale documents and ensure that the CDA would indeed be paid in full. To date, neither Mr. Scalin nor his attorney has contacted us.

Next Steps

The next step would be to work with Mr. Scalin and his attorney to make sure the CDA is protected in case the collateral is indeed sold. Mr. Becker should follow up with Mr. Scalin again to check on status.

3. SafePro Technologies Inc.

Status Update

Loan documents were signed in August 2025.

Next Steps

Ensure timely payments and compliance with loan covenants.

4. Slipstream LLC

Status Update

We filed the complaint with the circuit court on April 16, 2025, and the defendants filed their answer on May 9, 2025. Stafford met with opposing counsel on May 29, 2025, during which we learned that Slipstream consents to judgment being entered against it in relation to both the Secured Promissory Note dated September 23, 2014 in the original amount of \$42,000, and the Business Credit Agreement dated May 27, 2015 in the original amount of \$32,000. Additionally, the defendant has indicated willingness to surrender all business assets to the CDA. Unfortunately, because Slipstream has not been operating for a few years and has no revenues, the only recovery CDA can expect is to repossess the business assets.

Stafford attended a status hearing where we informed the judge of our intent to settle the case in exchange for consent judgment and surrender of assets.

On October 28, 2025, the Court entered an Order of Consent Judgment against Slipstream LLC in the amount of \$371,860.07. Additionally, the Court ordered that Slipstream surrenders all of its assets within 30 days from entry of the order. Per Mr. Becker's request, Stafford Rosenbaum requested more information regarding Slipstream's software. Despite several follow-ups, Stafford has not received a response from counsel for Slipstream.

Next Steps

Coordinate surrender of assets and obtain more information regarding software. Slipstream has until November 27, 2025 to surrender its assets to the CDA.

5. Inventalator, Inc.

Status Update

In January 2025, Stafford prepared an Amended and Restated Promissory Note for the borrower. Pursuant to the Note, Inventalator was required to submit to the CDA by March 31, 2025:

"a balance sheet and profit and loss statement together with a statement of cash flows and applicable notes to the financial statements of Maker for each prior fiscal period, prepared in accordance with GAAP and reviewed by an independent certified public accountant. Such financial statements shall include: (i) the accountant's management letter, if any; and (ii) a written certification by Maker's chief financial officer or other executive officer that the financial statements present fairly the financial condition, results of operations, and cash flows of Maker as of the dates and for the periods indicated, in accordance with GAAP."

Additionally, by June 30, 2025, Inventalator is required to "make a payment in an amount equal to Maker's total royalties due to Maker based on Maker's total revenues generated in 2024."

Our review of the financial statements provided to the CDA by Inventalator show that the statements are for the 1Q of 2025, instead of the financial statements for the 2024 fiscal year. This is concerning because the payment due on June 30, 2025 will be based on the total royalties due to Inventalator based on Inventalator's total revenues generated in 2024. Without the 2024 financial statements, the CDA would be unable to verify that the payment it receives from the borrower is accurate.

Next Steps

Request the 2024 financial statements "prepared in accordance with GAAP and reviewed by an independent certified public accountant" which shall include "(i) the accountant's management letter, if any; and (ii) a written certification by Maker's chief financial officer or other executive officer that the financial statements present fairly the financial condition, results of operations, and cash flows of Maker as of the dates and for the periods indicated, in accordance with GAAP."

Please let us know if you have any questions or concerns. We are happy to supplement this status update as needed. Per discussions with Mr. Becker, Inventalator has expressed interest in paying back the loan in full.

6. Edgerton Hospital.

Review of loan documents.

Status

We had a meeting with the CDA team to discuss the adequacy of the loan documents and potential need for amendments. We identify certain areas for improvement, including, better defined events of default.

Next Steps

CDA needs to determine specific requirements needed for the loan to be forgiven and communicate need for amendment with borrower. Once approved, Stafford team will prepare an amendment.

Best regards,

STAFFORD ROSENBAUM LLP



Iana A. Vladimirova

IAV: nkb

cc: Ian Lane

Mason Higgins

CLOSING REPRESENTATIONS AND COVENANTS -UNIT TRANSFER AGREEMENT

This Closing Representation and Covenants - Unit Transfer Agreement, is entered into between JAY STINSON, "Seller", and DAN RODRIGUEZ, "Buyer".

ARTICLE I CLOSING

SECTION 1.1 Purchase Price.

- A. At closing, Buyer will purchase 99.5% of the membership units of FINE FOOD ARTS, LLC, "Company", from Seller for the sum of \$40,700. Seller will retain ownership of 0.5% of the membership units, with Buyer having the right to acquire this remaining percentage anytime upon five (5) day written notice for \$10. Buyer will assume all of FINE FOOD ARTS' indebtedness up to \$40,700, while Seller will be responsible for the balance of the debts, if any.
 - B. Company's debts are listed as follows:

WE Energies	\$ 1,736.19
Leif Knudsen, CPA	60.00
Reyes Coca Cola	192.85
Dalee Water	245.73
US Foods (approximately)	7,000.00
City of Whitewater	654.83
Wis. Dept. of Revenue	35,634.00
(subject to negotiation)	
XURI Properties LLC	-

- C. The purchase of Seller's membership units includes the assets of the Company except for the Company's food truck/trailer.
- D. In addition, Buyer will pay for all required licenses and inspections by the City of Whitewater and State of Wisconsin, and 2023 personal property taxes. However, 10/12ths of the 2023 personal property taxes will be allocated to FINE FOOD ARTS' indebtedness of up to \$40,700.
- E. Buyer will not pay any money on behalf of Company or Seller to the Wisconsin Department of Revenue, "DOR", for at least three months after closing without Seller's prior written consent,

since Seller will be negotiating the amount of this debt based upon erroneous assumptions made by DOR.

SECTION 1.2 Lease.

Buyer will assume Company's/Seller's existing lease obligations at 210 W. Whitewater Street, Whitewater, Wisconsin, and will hold Seller harmless for all obligations under the lease except for past due rent. At any time, Buyer may enter into a lease with Seller's landlord in Buyer's name.

SECTION 1.3 Obligations.

- A. Seller hereby agrees to personally guaranty all indebtedness of Company as of the date of closing in excess of \$40,700.
- B. Buyer will be responsible for any and all liabilities of the Company created after the day of Closing, including 2020 real estate and personal property taxes.
- C. Seller will cooperate with Buyer so that Buyer may obtain Seller's liquor license. Buyer may void this agreement if Buyer is unable to obtain Seller's liquor license or food license as long as Buyer has used Buyer's best efforts to obtain the licenses.
- D. If Buyer voids this agreement because Buyer is unable to obtain the licenses as provided above, then Seller will reimburse Buyer for any of Seller's/Company's indebtedness. Seller hereby agrees to personally guaranty the provisions of this subparagraph.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents, warrants and agrees as follows:

SECTION 2.1 Ownership; Title to Units.

Seller owns the Units, free and clear of any lien, charge or encumbrance. No person other than Seller owns any Units of the Company. There are no agreements affecting the Units or the rights of any owner of the Units.

SECTION 2.2 Authority.

This Agreement constitutes a valid and binding obligation of Seller, and it does not violate any other agreement to which Seller is a party or by which Seller is bound.

SECTION 2.3 Company Organization.

The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, and has all requisite power and authority and obtained all governmental permits, authorizations, consents and approvals for its property.

SECTION 2.4 Subsidiaries.

Neither Seller nor the Company owns any Units or shares of, or controls, directly or indirectly, any interest in any subsidiaries.

SECTION 2.5 No Conflict or Violation.

The execution, delivery, and performance by Seller of this Agreement does not and will not: (i) violate or conflict with any provision of the articles of organization of the Company; (ii) violate any law, order, rule, or regulation of any court or other governmental or regulatory authority applicable to the Company; or (iii) violate, result in a breach of, or constitute a default of any contract or other agreement to which the Company or Seller is a party or by which the Company or Seller is bound.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents, warrants and agrees as follows:

SECTION 3.1 Validity of Agreement.

The Agreement constitutes a valid and binding obligation of Buyer, and it does not violate any other agreement to which Buyer is a party or by which Buyer is bound.

SECTION 3.2 No Conflict or Violation; No Defaults.

The execution, delivery, and performance by Buyer of this Agreement does not and will not: (i) violate any law, order, rule, or regulation of any court or other governmental or regulatory authority applicable to Buyer; or (ii) violate, result in a breach

of, or constitute a default of any contract, loan agreement, mortgage, security agreement, or other agreement to which Buyer is a party or by which Buyer is bound.

ARTICLE IV INDEMNIFICATION

SECTION 4.1 Indemnification.

- A. Seller will indemnify and hold Buyer harmless from any and all liabilities, losses, damages, judgments, settlements, claims, costs and expenses, including but not limited to reasonable attorneys' fees, arising out of or due to (i) a breach of any covenant, condition or agreement of the Seller in the Agreement or this CRC or of any representation or warranty in the Agreement or this CRC, or (ii) resulting from or arising in connection with Seller's management, control, ownership or operation of the Company or its assets prior to the Closing; excepting, however, the indebtedness which Buyer has agreed to pay for the purchase price of the Units.
- B. Buyer will indemnify and hold Seller harmless from any and all liabilities, losses, damages, judgments, settlements, claims, costs and expenses, including but not limited to reasonable attorneys' fees, arising out of or due to (i) a breach of any covenant, condition or agreement of the Buyer in the Agreement or this CRC or of any representation or warranty in the Agreement or this CRC, or (ii) resulting from or arising in connection with Buyer's management, control, ownership or operation of the Company or its assets after the Closing.
- C. Seller and Buyer each acknowledge that they may have insurance which will provide indemnification under this Article. Both parties agree to cooperate with either party's insurer for these purposes.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.1 Entire Agreement.

This Agreement represents the entire agreement of the parties, and supersedes all prior agreements and understandings.

SECTION 5.2 Survival of Representations.

All representations and warranties made by the parties in this transaction will survive the Closing.

SECTION 5.3 Successors and Assigns.

This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

SECTION 5.4 Fees and Expenses.

Seller will pay all Seller's legal, accounting and other fees incurred in connection with the Agreement. Buyer will pay all Buyer's legal, accounting and other fees incurred in connection with the Agreement.

SECTION 5.5 Notices.

All notices and other communications given or made pursuant hereto will be in writing and will be deemed to have been duly given or made if delivered by email, or sent by regular mail (postage prepaid), or by personal delivery, or by other delivery service directed to the parties at the following addresses:

Buyer: Dan Rodriguez

210 W. Whitewater Street Whitewater, WI 53190

email: danrod2332@gmail.com

Seller: Jay Stinson

556 N. Walton Drive Whitewater, WI 53190

email: jay.stinson@outlook.com

Either party may change their address by giving the other party written notice of the change.

SECTION 5.6 Governing Law.

This Agreement will be govern	ed in accordance with the law	S
of the State of Wisconsin.		
Dated this day of October, 2	123.	
DAN DODDICHER Davies	TRY CETHEON Colley	
DAN RODRIGUEZ, Buyer	JAY STINSON, Seller	

ASSIGNMENT AND TRANSFER OF MEMBERSHIP UNITS

JAY STINSON, being the only member of FINE FOOD ARTS, LLC, hereby assigns, grants, sells, transfers and delivers to DAN RODRIGUEZ, "Buyer", in consideration of the sum of Forty thousand seven hundred and 00/100 dollars (40,700.00), 99.5% of the Seller's right, title and interest in and to the membership units of FINE FOOD ARTS, LLC to DAN RODRIGUEZ.

And I hereby covenant with the Buyer that I am the lawful owner of these membership units; that they are free from all encumbrances, except for tax liens previously disclosed to Buyer; that I have the absolute right to sell the units; and that I will warrant and defend the units against the lawful claims and demands of all persons. This covenant applies only to title.

	Dated	this	 day	of	October,	2023.
TAV	STINSON	J			_	

Case 2025CV000297

Document 15

Filed 10-28-2025

Page 1 of 3

TileD 10-28-2025 Item 7. Walworth County

Clerk of Circuit Court

2025CV000297

BY THE COURT:

DATE SIGNED: October 27, 2025

Electronically signed by Daniel S. Johnson Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER

Plaintiff,

v.

Case No. 25-CV-297

Case Code: 30301

Case Type: Money Judgement

SLIPSTREAM LLC

Defendant.

CONSENT JUDGMENT

Plaintiff, Community Development Authority of the City of Whitewater ("CDA"), by its attorneys, Stafford Rosenbaum LLP, filed a *Complaint* (Dkt. 2) in this action on April 16, 2025 against Defendant, Slipstream LLC ("Slipstream"). CDA and Slipstream, by their respective attorneys, have consented to the entry of this *Consent Judgment* (the "Judgment") without trial or final adjudication of any issue of fact or law. This Judgment shall not be evidence against or an admission by any party with respect to any issue of fact or law. Therefore, as agreed by the parties in the *Stipulation for Entry of Consent Judgment* filed herewith, Plaintiff and Defendant consent to the entry of this Judgment.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED:

Case 2025CV000297

Page 2 of 3

I. JURISDICTION AND VENUE

- 1. Defendant consents to this Court's continuing subject matter and personal jurisdiction solely for the purposes of entry, enforcement, and modification of this Judgment and without waiving its right to contest this Court's jurisdiction in other matters. This Court retains jurisdiction over this action for the purposes of enforcing or modifying the terms of this Judgment, or granting such further relief as the Court deems just and proper.
- 2. Defendant consents to venue in this Court solely for the purposes of entry, enforcement, and modification of this Judgment, and does not waive its right to contest this Court's venue in other matters.
- 3. Defendant hereby accepts and expressly waives any defect in connection with service of process in this action.

II. EFFECT OF JUDGMENT

- 4. This Judgment fully and finally resolves and disposes of Plaintiff's claims that were alleged in the *Complaint* in this matter.
- 5. This Judgment will, upon its execution by the parties and entry as an order by the Court, constitute a fully binding and enforceable agreement between the parties, and the parties consent to its entry as a final judgment by the Court.

III. RELIEF

- 6. Without admitting any of the factual or legal allegations in the Complaint, Defendant has agreed to the following relief:
 - Defendant consents to the entry of Judgment against it and in favor of Plaintiff in the total sum of Three Hundred Seventy-One Thousand Eight Hundred and Sixty Dollars and Seven Cents (\$371,860.07).

b. Defendant shall surrender to Plaintiff all of Defendant's assets within thirty (30) days after the Court enters this Judgment.

IT IS SO ORDERED.

Dated this ____ day of _______, 2025.

Consented to by:

FOR PLAINTIFF:

IANA A. VLADIMIROVA

STAFFORD ROSENBAUM LLP 222 West Washington Avenue, Suite 900 P.O. Box 1784 Madison, WI 53701-1784

Email: ivladimirova@staffordlaw.com

(608) 256-0226

State Bar Number 1098860

Date: October 15, 2025

FOR DEFENDANT:

JEFFREY L. HAHN

HAHN LAW OFFICE 125 North Second Street P.O. Box 897

Delavan, WI 53115

Email: attyjeffhahn@gmail.com

puy 2 Hah

(262) 725-0099

State Bar Number 1041220

Date: October 14, 2025



www.whitewater-wi.gov Telephone: 262-473-0500 Fax: 262-222-5903

Office of Finance 312 W. Whitewater St. Whitewater, WI 53190

Date: November 14, 2025

To: Community Development Authority

Mason Becker, Economic Development Director

From: Rachelle Blitch, Director of Financial and Administrative Services

Re: Fund 910 – Overview of September Financials

Fund 910 is the Community Development Authority's (CDA) primary program account, supported by four separate checking accounts. The monthly bank reconciliation you receive includes the cash balances and corresponding general ledger accounts for each.

As of September 30, 2025, the balances are:

Action Fund Business Development	\$43,395.11
Action Fund Land Purchases	\$419,843.62
Façade Loan Cash	\$37,122.22
Capital Catalyst Loan Cash	\$141,095.57
CBDG-Housing Rehab Loan Cash	\$8,690.25

The Façade and Capital Catalyst loan programs are dedicated to specific purposes and are maintained in separate accounts. Earlier this year, the Department of Administration announced the termination of the CDBG Housing Rehabilitation Loan Program and indicated that unspent funds would need to be returned. We are still awaiting follow-up instructions on that process.

The Action Fund serves as an all-purpose account that provides loans or grants to CDA-approved businesses and covers expenses related to CDA-owned properties, including purchases, maintenance, and demolitions. It also pays for legal expenses associated with loans and collection efforts.

While the total balance at First Citizens Bank is \$463,238.73, this amount is split between \$43,395.11 (Business Development) and \$419,843.62 (Land Purchases). The only ongoing revenue for this fund comes from interest earned on repaid loans, so it is essential to manage expenses carefully to preserve these limited resources.

The CDA should determine whether maintaining two separate Action Fund accounts is necessary. If not, combining them could provide greater flexibility for funding future projects. However, as of September 30, 2025, only \$43,395.11 is currently available for operational expenses and business loans.

As of September 30, 2025, the CDA has spent approximately \$50,000 on legal fees and \$70,000 on rental and property expenses, \$5,000 on professional services, \$1,200 on housing loan expenses and \$18,000 on business grants (Wind UP). These expenditures have significantly reduced the available cash balance for future projects and business assistance. Given the limited revenue sources for this fund, the CDA should carefully evaluate and determine the best and most strategic use of the remaining funds to ensure they continue to support the organization's core economic development objectives. Prudent financial management will be essential to maintain program stability and avoid reliance on the City's general fund for future expenses.



Community Development Authority

••	
Meeting Date:	November 20, 2025
Agenda Item:	Home Renewal Program updates
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

BACKGROUND

(Enter the who, what when, where, why)

CDA board members will recall that a draft version of a new Home Renewal Program was presented to the CDA, along with a possible Developer Assistance Loan Program, at the October 16, 2025 CDA board meeting. The board gave feedback on the program drafts and voiced support for both proposed programs.

On October 21, 2025, the same programs were presented to the Common Council. The Common Council preferred to allocate all \$1.2 million of the remaining Affordable Housing Extension funds to the Home Renewal Program, along with some suggested changes. The changes mainly focus on age-eligibility of the homes in this program (the council felt that 20 years was too "recent" a threshold).

The program draft has been revised and is here for your review. It incorporates revised guidelines on home ages and eligibility (with a new suggested minimum of 30 years for age eligibility), along with a scoring metric.

PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The previous draft of the program was presented to the CDA and Common Council on October 16th and 21st, respectively. The Common Council unanimously passed a motion directing city staff to move forward with "Option A", and bring back information or proposal on how to manage the age consideration.

FINANCIAL IMPACT

(If none, state N/A)

The \$1.2 million will be allocated from Affordable Housing Extension funds already on hand and designated for housing programs. The CDA will administrate this program, primarily through the Economic Development Coordinator, and with assistance from Thrive ED.

STAFF RECOMMENDATION

Staff recommends approval of the revised document, which will return to the Common Council for a final approval, likely on December 16, 2025.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Home Renewal Program draft and application form



CITY OF WHITEWATER

HOME RENEWAL PROGRAM POLICY (Update draft for Common Council & CDA Discussion)

Owner: Economic Development Director (Community Development Department)

Approving Body: Community Development Authority (CDA) / Common Council

Related Policies: Affordable Housing Fund Policy 602.01 (Rev. 02-15-2024); Former Owner-

Occupied Rehab Application (2018)

Initial Allocation: \$1,200,000 from Affordable Housing Extension proceeds for Home Renewal

Program

1. Purpose & Objectives

The Home Renewal Program (HRP) invests in Whitewater's single-family owner-occupied housing to (a) reconvert homes that were altered for rental use back to compliant single-family layouts and (b) remedy major health, safety, and code deficiencies (e.g., obsolete wiring, failing foundations, life-safety/code failures), thereby extending the useful life of older homes, stabilizing neighborhoods, and increasing long-term owner-occupancy.

This policy operationalizes the City's Affordable Housing Extension (AHE) objectives and uses loan terms and compliance tools consistent with the City's Affordable Housing Fund policy (10-year deed restriction; repayment plus penalty upon conversion to rental; hardship waiver via CDA). Typical rehabilitation priorities mirror Wisconsin CDBG housing guidance: address health and safety, energy efficiency, and accessibility first, then other essential work.

2. Program Budget & Caps

- Total initial program budget: \$1,200,000 (non-Down Payment Assistance share of the Affordable Housing Fund).
- Target allocations (for planning):
 - o Reconversion projects: approximately 60 percent
 - o Major systems/code rehabilitation: approximately 40 percent
- Per-home assistance (not to exceed):
 - o Standard cap: \$60,000
 - Exceptional need cap (with CDA approval): \$90,000 for structural stabilization,
 comprehensive electrical replacement such as knob-and-tube removal/rewire, or
 mandated hazard abatement.
- Average project planning figure: \$40,000 to \$60,000 per home (the prior program's typical roof/siding/windows projects ran approximately \$25,000 to \$30,000; complex reconversions and system replacements will exceed this).

Note: Caps are set to balance depth of repair with throughput (20–30 homes from the initial tranche, depending on mix/severity). CDA may adjust allocations to meet demand.

3. Eligible Properties & Households

Location and Type:

Single-family, owner-occupied homes within the City of Whitewater.

Age/Condition Screen:

To ensure Home Renewal Program resources support the City's older housing stock and address the greatest community need:

- Homes must have been constructed at least 30 years ago (built in or before 1995),
 or
- Exhibit verified major structural, code, or life-safety deficiencies as documented by a
 Building Inspector (e.g., unsafe electrical systems, foundation failure, heating system
 collapse, fire or egress hazards).

When determining eligibility and prioritization, the following Age Scoring Matrix will be applied:

Year Built	Point	ts Notes
Pre-1940	25	Legacy and historic housing stock; high rehab potential.
1940-1959	20	Aging postwar homes typically requiring system modernization.

Year Built	Points	Notes
1960–1979	15	Mid-century homes approaching lifecycle end of core systems.
1980–1994	10	Aging but not yet high-need stock.
1995 or newer	. 0	Generally ineligible unless a major verified life-safety deficiency exists.

Owner-Occupancy:

Property must serve as the applicant's primary residence. Proof of continued owner-occupancy and insurance is required annually for the 10-year deed restriction period.

Income Focus:

At least 75 percent of Home Renewal Program (HRP) funds must benefit households at or below 150 percent of HUD-defined county median income. The remaining 25 percent may assist overincome owners when the project contributes to the stabilization of the City's housing stock.

Property Taxes and Insurance:

Property taxes must be current, and the homeowner must carry insurance throughout the program term.

Deed Restriction:

10-year prohibition on rental conversion; immediate repayment of principal plus \$5,000 penalty if violated. The Whitewater CDA may grant a hardship waiver consistent with Policy 602.01.

Purchase Transactions:

Buyers of qualifying single-family properties who intend to occupy the home as their primary residence may access HRP funds at closing to finance required reconversion or rehabilitation work.

Priority Scoring (for Award Sequencing) (Revised)

Applications will be evaluated on a 100-point scale to prioritize projects that address the most critical needs and align with the City's long-term housing stabilization goals. This model draws on HUD and Wisconsin CDBG housing rehabilitation best practices.

Category	Points	Description
Home Age	0–25	Based on the Age Scoring Matrix (above). Focus on pre- 1980 homes and older structures with greater community benefit.
Structural Stability	0–20	Foundation, framing, or roof deficiencies threatening structural integrity. Must be verified through inspection or engineer report.

Category	Points	Description
Life/Safety Issues	0–20	Imminent hazards such as electrical, plumbing, heating, or egress failures, consistent with HUD <i>Life-Safety and Health Priority</i> criteria.
Neighborhood Impact / Reconversion Benefit	0–20	Converts former rental units back to compliant owner- occupied single-family use.
Building Code Compliance Deficiencies	0–10	Violations under Wisconsin UDC SPS 320–325 or local ordinances, including mechanical, electrical, or fire-safety issues.
Household Income Level	0–5	\leq 80% AMI = 5 points; \leq 150% AMI = 2 points. Reflects Affordable Housing Fund priorities.

Total Possible: 100 Points

Minimum Recommended Threshold for Selection: 60 Points

Tie-breakers (if needed, based on available funding):

If multiple applicants receive equal scores, preference will be given to:

- 1. Homes within targeted neighborhood stabilization areas;
- 2. Homes converting a rental to owner-occupied single-family;
- 3. Properties with elderly or disabled owner-occupants;
- 4. Projects addressing multiple life/safety and accessibility factors.

Reference Frameworks:

This scoring system is modeled after HUD CDBG Housing Rehabilitation Standards (24 CFR 570.202) and Wisconsin DEHCR CDBG Housing Manual prioritization criteria. Comparable municipal programs—La Crosse, Racine, and Wausau—use similar point-based approaches emphasizing age, code deficiency, and occupant vulnerability.

- 4. Eligible Activities (scope must produce a code-compliant home at completion)
 - 1. Reconversion to Single-Family Layout (primary track)
 - Removal of unpermitted or unsafe bedroom partitions; restoration of required living/dining/common areas.
 - Reconfiguration of means of egress, smoke/CO detection, and room dimensions to comply with Wisconsin Uniform Dwelling Code (UDC) SPS 320–325 and local code.
 - 2. Major Systems and Code/Life-Safety Repairs

- 1. Electrical: replacement of obsolete or unsafe wiring (e.g., knob-and-tube), panel upgrades, grounding, AFCI/GFCI as required by UDC.
- 2. Structural/foundation stabilization; roof replacement; exterior envelope when failing.
- 3. Mechanical: heating/ventilation replacements where unsafe or at end-of-life; plumbing repairs to remedy code violations/leaks.
- 4. Lead-safe work where paint is disturbed; clearance as applicable.
- 5. Energy and weatherization measures required to meet UDC energy standards when part of a broader life-safety scope. This may include windows and siding if meeting energy standards.
- Accessibility modifications essential to safe occupancy. Wisconsin CDBG
 guidance prioritizes accessibility. This may include items such as doors and
 entryway steps if meeting accessibility standards.

5. Professional Services

 Pre-work inspections, scopes of work, bid packages, construction management, and postwork inspections or clearance testing when required.

Not Eligible: Luxury upgrades; additions that increase square footage unless required to correct life-safety; outbuildings (including garages), landscaping, sidewalks, driveways, decks, patios, and fencing; appliances not integral to health/safety; routine maintenance.

6. Financial Terms

- Form: 0 percent interest deferred-payment loan (DPL) secured by a mortgage and/or note; due upon sale or transfer or program default, mirroring the City's prior rehab program terms.
- Forgiveness: None; principal is repaid at sale or transfer.
- Match: No homeowner cash match required; however, owners may add private funds for non-eligible upgrades under a separate contract.
- Stacking: HRP may coordinate with other resources (e.g., utility rebates or separate CDBG rehab if available), including HOME Consortium, Southern Housing Region; federal funds trigger HUD LSHR compliance.

Reference model: Milwaukee's Compliance Loan Program uses 0 percent deferred loans focused on bringing homes into code compliance.

7. **Priority Scoring** (for award sequencing)

- 1. Imminent health/safety/code hazard High
- 2. Reconversion impact High
- 3. Owner income (≤ 150 percent HUD limit) High
- 4. Disabled/elderly household or accessibility need Medium-High
- 5. Energy/Weatherization add-ons Medium
- Readiness (clear title, taxes current, insurance in force, scope well-defined, contractor availability) – Medium

Application, Underwriting and Procurement

A. Application

Use an updated HRP application modeled on the 2018 form (owner/household info; debts; proof of insurance; income documentation; consent to verify; conflict-of-interest; appeal process).

B. Property Inspection and Scope

City (or contracted agent) performs code/condition inspection; produces a written Scope of Work aligned to UDC and lead-safe rules.

C. Bidding and Contractor Requirements

- Minimum 2 written bids (unless emergency work).
- Contractors must be licensed and insured and, where paint will be disturbed in pre-1978 homes, EPA RRP-certified.
- Change orders require pre-approval by program staff; retainages allowed until final acceptance.

D. Agreements and Security

Homeowner signs loan documents and mortgage/note; City records lien; 10-year deed restriction recorded per Policy 602.01.

8. Code, Health and Environmental Compliance (minimums)

- UDC compliance (SPS 320–325): All finished work must meet state and local code.
- Lead-Safe Requirements:
 - If federal funds such as CDBG touch the project, follow HUD Lead Safe Housing Rule 24 CFR Part 35 Subpart J.
 - Regardless of funding, any work disturbing paint in pre-1978 housing must meet
 EPA RRP Rule 40 CFR Part 745.

9. Monitoring, Reporting and Enforcement

- Construction oversight: Progress inspections; final inspection for code compliance; lead clearance documentation if applicable.
- Annual compliance: Owner must submit annual certification of owner-occupancy and insurance.
- Rental prohibition: If converted to rental within 10 years, the City will demand immediate repayment of principal plus \$5,000 penalty; CDA may grant a hardship waiver case-by-case.
- Records: Maintain project files for not less than seven years after repayment or closeout.

10. Appeals and Conflict of Interest

- Conflict of Interest: Applicants disclose relationships with covered persons; the program follows the City's existing disclosure/recusal process.
- Appeals: Applicants may appeal staff determinations to the CDA; if federal funds are used under a CDBG overlay, follow DEHCR/HUD appeal protocols.

11. **Program Workflow** (summary)

- Intake → eligibility pre-screen.
- Inspection → written scope.

- Bidding → select lowest responsible contractor.
- Loan closing → record mortgage and deed restriction; issue Notice to Proceed.
- Construction → inspections; change-order control.
- Final \rightarrow code sign-off; lead clearance if required.
- Annual monitoring → occupancy and insurance certifications.
- Repayment \rightarrow at sale/transfer or upon prohibited rental conversion.

12. Communications and Branding

Public-facing materials shall consistently use the "Home Renewal Program" branding and emphasize: helping owner-occupants reconvert former rentals and address major code and safety issues, as well as renewing Whitewater's single-family homes for the long term.

CITY OF WHITEWATER

HOME RENEWAL PROGRAM APPLICATION

Office Use Only:								
Application Number								
Date Received								
All information contained in this application is strictly confidential. Please complete all pages								
SECTION 1 – APPLICANT INFO								
Applicant Name								
Co-Applicant Name								
Mailing Address (if different)								
Phone: (Home) (Work)	(Cell)							
Email Address								
May we contact you via email? Yes /	No							
May we contact you at work? Yes / N	40							
SECTION 2 – PROPERTY INFOR	RMATION							
Property Address								
Type of Property: Single Family (che	eck) 🗆							
Is this your primary residence? Yes /	No							
Year Property Built (mu	sst be 20 years or older unless major code or life-safety							
deficiency is documented)								
Property Taxes Paid Up to Date? Yes	s / No							
Homeowner's Insurance Company	Policy #							
SECTION 3 – PURCHASE TRAN	SACTIONS							
If you are applying as a purchaser of	a qualifying property:							
Are you under contract to purchase a	single-family home in Whitewater that meets program							
criteria? Yes / No								
Expected Closing Date								
criteria? Yes / No	single-rainity nome in wintewater that meets program							
Expected Closing Date								

Purchase Price							
Mortgage Lender Contact Info							
At closing, HRP funds a	are requested to finance:	☐ Reconversion ☐ Reh	nabilitation 🗆 Both				
Attach accepted Offer to Purchase and proof of lender prequalification.							
	CHOLD COMPOSITIO						
	live in the home at least :	•					
Name	Relationship	Birth Date	Disabled? Y/N Full-				
time Student? Y/N							
Name	Relationship	Birth Date	Disabled? Y/N Full-				
time Student? Y/N							
(Attach separate sheet if	necessary)						
SECTION 5 – INCOM	IE AND ASSETS						
Complete for all househ	old members. Documenta	ation is required.					
Income Sources (check	all that apply):						
□ Employment							
□ Self-Employment							
□ Unemployment							
□ Social Security / SSI /	Disability						
□ Pension / Retirement							
□ Child Support							
□ Other							
Assets (check all that ap							
□ Checking / Savings							
□ Certificates of Deposi	t						
□ IRA / 401(k)							
□ Life Insurance							
□ Real Estate							
□ Other							
	eturn, pay stubs, bank sta	tements, and benefit l	etters.				

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SECTION 6 – IMPROVEMENTS NEEDED								
Check all that apply:								
Reconversion (removal of added bedrooms, restoration of living space) Electrical (obsolete wiring replacement, panel upgrades) Structural or Foundation Repair Roof / Siding / Windows								
								□ Heating or Cooling System
								□ Plumbing or Water Heater
								□ Lead Hazard Removal
□ Accessibility Modifications								
□ Other								
SECTION 7 – PROGRAM AGREEMENTS (Read and Initial)								
I understand Home Renewal funds are offered as a 0 percent deferred-payment loan,								
secured by a mortgage or note, repayable upon sale or transfer of the property.								
I understand properties must remain owner-occupied for 10 years. If the home is								
converted to rental use during this time, I will be required to immediately repay the loan plus a								
\$5,000 penalty, unless a hardship waiver is approved by the CDA.								
I understand the City of Whitewater will inspect the property to determine rehabilitation								
needs. Only eligible, code-related work will be permitted.								
I will provide proof annually of property insurance and continued owner-occupancy.								
I authorize verification of all information provided, including employment, credit,								
insurance, and property records.								
SECTION 8 – CONFLICT OF INTEREST								
Do you have family or business ties to City of Whitewater staff or CDA members? Yes / No								
If yes, disclose:								

SECTION 9 – SIGNATURES

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I/We certify that all information provided is	true and complete to the best of my/our knowledg	e
False information may result in disqualifica	tion.	
Applicant Signature	Date	
Co-Applicant Signature	Date	

City of
WHITEWATER

Community Development Authority

Meeting Date:	November 20, 2025
Agenda Item:	Anderson Commercial Group memo re: rezoning of Parcel A444200001
Staff Contact (name email phone):	Mason Backer, mhacker@whitewater-wi gov. 262 443 4458

BACKGROUND

(Enter the who, what when, where, why)

As board members may be aware, the Plan and Architectural Review Commission recently reviewed and approved requests to rezone and change the future land use of Parcel A444200001, which is currently under contract. The developer is proposing a 60-unit multifamily residential project.

Anderson Commercial Group recently provided an opinion letter on the potential rezoning, as well as the parcel's suitability for future use as a residential development. This is included in your agenda packet for informational awareness on the status of this city-owned parcel. As the memo points out, this neighborhood is changing, given potential single-family home construction along Bluff Road (currently being negotiated), and the proximity to newer commercial businesses such as Kwik Trip and Dollar Tree.

The city's Community Development Department continues to respond to Requests for Information and other inquiries on potential manufacturing projects. These responses are being done in coordination with WCEDA, Thrive ED, and M7. These projects are looking for larger, more open and accessible parcels, than the one being discussed here. We are also having ongoing discussions with We Energies about the growing energy needs in this community as increased power capacity will be needed to support additional modern manufacturing facilities.

The parcel's location, being boxed in by existing development to the west, wetlands to the north and east, and the rail line immediately to the south, along with very limited street frontage, does not make it an ideal candidate for industrial development, given today's current market conditions. The city currently has other parcels that are much more viable for industrial development, as explained in the memo from Anderson Commercial Group.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The CDA approved sale of the property to the developer on February 26, 2025
- The rezoning and plan amendment requests were approved at PARC on October 13, 2025

FINANCIAL IMPACT

(If none, state N/A)

Development of this currently tax-exempt parcel will generate new property tax revenue, as well as providing needed workforce type housing in the city, which will fit in with the surrounding neighborhood.

STAFF RECOMMENDATION

No action is needed at this time. Staff will continue working with the developer on a Development Agreement. The intent will be to bring any TIF request (including review by the city's financial advisors, Ehlers) to the CDA for review, which will then go to the Common Council along with approval of the rezoning and plan amendment requests at the same meeting.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Memo from Kristen Parks (Anderson Commercial Group LLC)
- Parcel map including wetland areas
- Rail Spur Study





Brokerage

Management

Development

Investment

Memorandum

To: Economic Development Director, City Manager, Community Development Authority, and Common

Council

From: Kristen Parks/Anderson Commercial Group LLC

Date: October 30, 2025

Subject: Recommendation to Rezone Parcel A444200001 from M-1 (General Manufacturing) to R-3

(Multi-Family Residence District)

This memorandum is in response to the rezoning efforts of Parcel A444200001. Our professional assessment concludes that Parcel A444200001 is not a viable long-term manufacturing site due to its landlocked configuration, environmental limitations, and adjacency to established residential neighborhoods.

The City of Whitewater already controls more suitable industrial sites, including Lots 1T (25 acres), 2T (8.8 acres), 8B (14.9 acres), and 9B (17.1 acres)—each offering clearer, more accessible opportunities for industrial growth. Current market conditions also show ample available industrial space, with multiple existing properties exceeding 20,000 square feet for lease. This indicates no immediate need for additional industrial land, particularly one constrained by access and environmental features.

In contrast, Parcel A444200001 is ideally positioned for multi-family residential development, given its proximity to employment opportunities in the industrial park, existing sidewalks, and nearby neighborhood retail such as Dollar General and Kwik Trip. The proposed development would fill a critical gap in Whitewater's housing inventory by introducing "missing middle" housing—medium-density, family-oriented units distinct from the larger apartment projects recently approved.

Approving the rezoning from M-1 to R-3 will allow the parcel to achieve its highest and best use, while enabling the City to concentrate industrial recruitment and infrastructure investment on stronger, more competitive sites.

As the broker representing the City of Whitewater and the Community Development Authority's (CDA) development portfolio, our firm routinely evaluates land holdings for alignment with market demand and long-term strategic goals. Based on our independent review, we support the proposed rezoning of Parcel A444200001 from M-1 (General Manufacturing) to R-3 (Multi-Family Residence District).

Although the parcel is similar in size to other City-owned sites, its physical configuration and surroundings severely limit its industrial potential. The property is landlocked on multiple sides, bordered by residential uses and a rail line, and lacks adequate access or flexibility for modern manufacturing operations. These conditions, combined with environmental constraints, render the site unsuitable for industrial use.

5000 S Towne Drive, Suite 100 New Berlin, WI 53151

(P) 414.425.2700

(F) 414.425.2877



The City's other parcels—Lots 1T, 2T, 8B, and 9B—are far stronger candidates for future manufacturing. They feature open acreage that can be easily improved through site preparation activities such as clearing vegetation and removing stored materials. Once those improvements are completed and electrical capacity issues are addressed through coordination with, WE Energies, these sites will be highly competitive for advanced manufacturing investment.

Our review of the local industrial market also indicates substantial available inventory, with multiple existing properties offering more than 20,000 square feet for lease. This supply suggests that the immediate market demand for new industrial land is limited, and the City's focus should remain on preparing its best, most market-ready parcels rather than attempting to reposition a constrained site like Parcel A444200001.

From a residential perspective, the parcel offers significant advantages:

- Proximity to neighborhood retail and employment, including the industrial park.
- Established sidewalk network supporting pedestrian access; and
- Adjacency to the Stonehaven development, which provides a clear precedent for transitioning nearby industrial parcels to residential use.

This proposal would provide the medium-density, family-oriented housing that Whitewater currently lacks. Demand for such housing will persist until it is met. Advancing this project would not only fulfill current housing needs but also allow the City to refocus future residential efforts on single-family subdivisions and smaller-scale multi-family infill where appropriate.

Rezoning Parcel A444200001 to R-3 aligns with current market realities, best planning practices, and the City's long-term economic strategy. This action positions the parcel for its most productive use, supports Whitewater's evolving housing needs, and enables the City to dedicate industrial recruitment efforts toward stronger, more competitive sites such as Lots 1T, 2T, 8B, and 9B.

We welcome the opportunity to discuss these findings with the CDA, City Manager, and Common Council and to continue supporting the City's broader development strategy.

Kristen Parks Vice President

Anderson Commercial Group LLC kparks@acgwi.com | 414-550-8925

CC: Patrick McGlinn

Railroad Guy, LLC

WHITEWATER SITE EVALUATION (Various)

(Amended 2/20/2025)

January 29, 2025

The City of Whitewater (CITY) has identified three parcels as potential rail-served development sites. All three parcels have property boundaries with frontage along a similar railroad corridor Right-of-Way. The operating railroad in this ROW is the Wisconsin & Southern Railroad (WSOR), a subsidiary of WATCO. Having railroad frontage on the WSOR does not necessarily correspond to viable rail access or provide assurances that WSOR will provide rail service. Other factors for an approved rail site will be considered beyond the physical ability to connect to the WSOR mainline corridor. When a potential rail shipper has been identified, WSOR will undoubtedly review a conceptual rail design for compliance with engineering standards, but more importantly, WSOR will want to know the commodity being shipped, estimated rail car volumes, origins and destinations, and the shippers' operating plan.

However, this evaluation aims to conduct each site's high-level engineering and development analysis to identify rail access opportunities and encumbrances more clearly. Having been in the rail industry for over 40 years, I've referenced my site development experience to assist the CITY in determining which sites may be better suited for rail service and possibly included in economic development marketing efforts. A pros and cons approach has been utilized, reviewing rail and roadway access, building and rail capacity, and probable site challenges and encumbrances. Finally, I have included a lump sum cost for each site to further the analysis and prepare a conceptual design and opinion of probable construction cost. This level of work is in line with a rail-served site marketing initiative.

LOT 10B

Pros:

Vertical rail alignment is favorable Rail corridor has tangent rail alignment for switch connection Existing roadway access to the site Adjacent to an existing industry Potential 100K SF industrial footprint

Cons

Horizontal rail alignment may encumber the building layout Non-uniform parcel boundary Private road crossing is required

In my opinion, this site does have rail service potential but is limited to a 100K SF building. The railroad connection and the transition through the parcel will be critical in determining the best fit for an industrial facility. In addition, ten acres are on the low end of a typical rail-served industrial property. Therefore, this site has marginal rail-served value.

CITY PROPERTY

Pros:

Both vertical and horizontal rail alignment are favorable Uniform parcel boundary 40-acre development site Potential for mid-size industrial footprint

Cons:

Cumbersome roadway access to the site Adjacent to residential development

Railroad Guy, LLC 2534 Woodland Park Drive, Delafield, WI 53018 Cell Phone: 414-405-7682

Railroad Guy, LLC

Rail corridor tangent track for switch connection on west half of parcel

Page 2 of 2

This site has good rail service potential, given its 40-acre size and parcel configuration. Development sites of this size can typically accommodate a 400 - 500K SF industrial building footprint. This site has good access to the WSOR mainline; however, due to the curved mainline along the east half, the switch connection is limited to the west half of the parcel. The significant encumbrance is the existing roadway access through the residential area on what appears to be a shared driveway. Otherwise, a new roadway easement will be required at a separate location. I would consider this site to be adequate for rail service.

HOFFMANN

Pros:

Vertical and horizontal rail alignment is excellent Ideal rectangular parcel boundary configuration Unencumbered 100-acre development site Potential for large-size industrial footprint Existing industrial park roadway access Excellent access to US Hwy 12

Cons:

Wetlands encumber the remaining two parcels

This site has excellent rail service potential due to the westerly 100-acre parcel and rectangular configuration. Development sites of this size can typically accommodate a 1MM SF industrial building, warehouse, or distribution facility. The parcel has good access to the WSOR mainline and existing roadway, with excellent access to US Hwy 12. The only encumbrance that comes into play is with the easterly two parcels, which are extensively impacted by wetlands and small. The westerly Hoffmann parcel is the most attractive parcel for rail-served development.

Conceptual Design Effort

Each site design will have multiple iterations for review and consideration. After the CITY has identified the most acceptable iteration, it will be formatted for WSOR review and feedback. We will incorporate any feedback, make necessary revisions, and then prepare a final exhibit layout and an associated opinion of probable construction costs for each site. Upon WSOR acceptance, these layouts can be utilized for economic development and marketing purposes.

Amendment 1:

Following my initial site assessment and as directed by the CITY, Conceptual Designs were prepared for the Hoffman site and the JC-Kow Farms parcel. Upon review by the CITY, both building site layouts were submitted to WSOR for informal review and feedback. The following response was received via email on February 13, 2025, from Brent Marsh, PE, WSOR Project Engineer. It should be noted that no markups or design comments were received from the WSOR reviewers.

"Thanks for sending these over. The layouts look good to us; we'd be happy to discuss these sites further with future developers and/or the City of Whitewater. It is good to note that these layouts will likely be tailored further to suit the needs of the sites once a buyer/user for the land is determined."

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Railroad Guy, LLC

"I stopped by to brief our Marketing Department on these layouts. Brad advised that WATCO could maybe help with advertising the parcels if they are publicly owned and the City of Whitewater would be interested. Please reach out to Brad if this would be something that Whitewater would like to look into."

Contact Information:

Brent J. Marsh, PE
Project Engineer
WSOR | FOXY | GDLK-Newberry
Watco
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(608) 620-2035 (O) | (414) 750-6433 (C)
Email: bjmarsh@watco.com

Brad A. Peot Marketing Manager Email: bpeot@watco.com

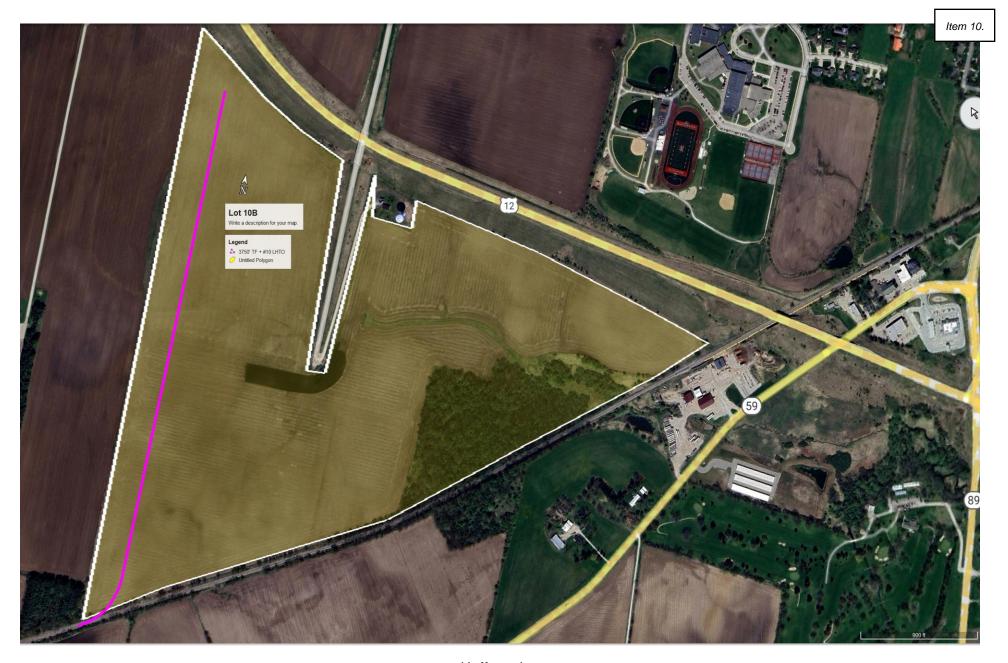
Prepared by: Ben Guido



Lot within City



Lot 10B



Hoffman Lot





Year in Review City of Whitewater

A Recap of Our Journey and Future

Natalie Serna

BaristaCats Café & Sanctuary

Agenda

Year in Review

Impact of the Grant

Operational Movements

Financial Resilience

Reflections and Recommendations

Closing Remarks

Questions/Discussion



Year in Review Highlights



Major Build-Out Progress

By December 2024, 95% of the build-out was completed, demonstrating remarkable progress for the year.



Funding Challenges

Financial constraints stalled the completion of essential trim work, highlighting challenges faced during the project.



Gradual Task Completion

Despite setbacks, remaining tasks are being completed gradually to ensure continuous progress toward project goals.

Grant Secures Our Future

Operational Stability Secured

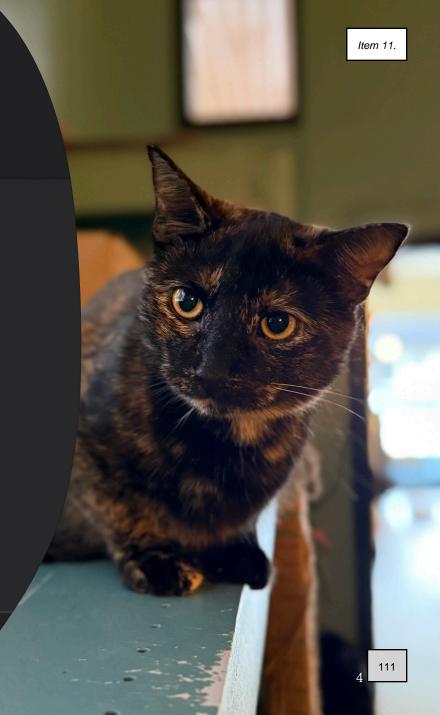
The grant covered rent for a full year, ensuring our organization could avoid closure and continue vital services.

Support During Health Crises

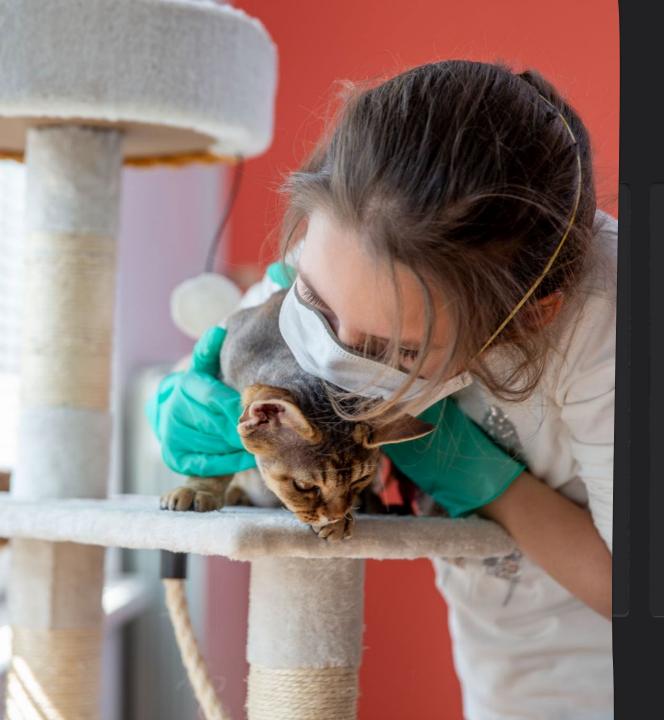
Even through health emergencies like ringworm and Giardia outbreaks, grant support allowed us to keep serving the community.

Enhanced Quarantine Capabilities

The grant enabled a facility build-out, providing essential quarantine space for ongoing disease management and safety.







Operational Improvements for Cats

Effective Ringworm Management

Individual quarantines for each affected cat allowed for precise control and successful treatment of all 23 ringworm cases.

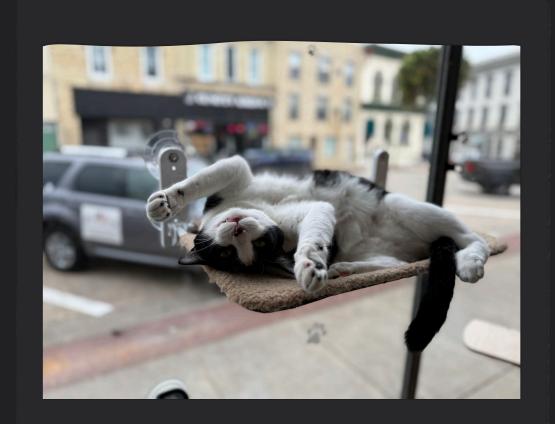
Impact of Grant-Funded Equipment

Specialized equipment funded by grants enabled efficient, safe treatment and helped maintain high standards across all cases.

Enhanced Cat Care Standards

Operational improvements strengthened our ability to provide high-quality care and ensure the wellbeing of all cats.

Building Financial Resilience



Emergency Financial Cushion

Rent relief enabled us to save revenue and build an emergency fund for unexpected financial needs.

Improved Stability

The financial buffer strengthened our organization's ability to withstand unforeseen expenses and maintain stability.

Strategic Planning and Risk Mitigation

Increased savings capacity allowed for better strategic planning and more effective risk management for the future.

Reflections & Future Steps

Enhancing Communication

Effective communication is crucial to avoid misunderstandings and reduce participant frustration in future program iterations.

Supporting Small Businesses

The program has the potential to boost local economic growth by actively supporting small business initiatives in Whitewater.

Optimizing Planning and Execution

Better planning and execution will help maximize program impact and ensure smoother, more successful future outcomes.





Thank You Whitewater!

Appreciation for Support

We are deeply grateful for the unwavering support and valuable contributions throughout our journey together.

Commitment to Collaboration

Ongoing collaboration is essential to strengthen and expand our community initiatives for greater collective impact.

Shared Future Success

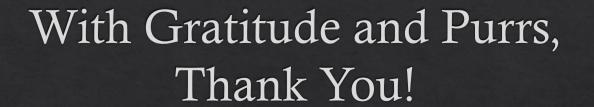
By working together, we can achieve meaningful impact and shared success in our continuing efforts.

Questions/Discussion

Natalie Serna

Natalie@baristacatscafe.org

www.baristacatscafe.org













WHITEWATER WIND UP

FINAL REPORT NOVEMBER 2025

HOW DID WE USE THE WIND UP FUNDS?

MONTHLY EXPENSES: RENT, UTILITIES, WIFI, INSURANCE

CANVA PRO

CLOTHING RACKS + HANGERS

EVENT FEES

SOURCING

SHIPPING MATERIALS

NEW iPAD

PAPER BAGS

SANDWICH SIGNS

EMBROIDERY

STICKERS

TRAVEL + MILEAGE

CUSTOM STELLAR MERCH

PARTNERSHIPS WE HAVE BUILT!

UWW SUSTAINABILITY, PEACE, SAGE

UWW FIRST YEAR EXPERIENCE

WARHAWK WELCOME/HAWK FEST

CAREER SERVICES WARHAWK SUCCESS CLOSET

WWUSD ATHLETIC + ARTS BOOSTER CLUB

FERRADERMIS ROBOTICS

SECOND SALEM BREWING COMPANY

BARISTA CATS CAFE

WHITEWATER FLEA VENDOR PARTNERSHIPS



EVENTS WE HAVE HOSTED!

FALL CLOTHING SWAP (OCTOBER 2024)

FIRST-EVER WHITEWATER FLEA (DECEMBER 2024)

SPRING FLING WHITEWATER FLEA (MAY 2025)

WHITEWATER FLEA FALL SERIES (SEPTEMBER, OCTOBER, DECEMBER 2025)

WHITEWATER FLEA SPRING SERIES (FEBRUARY, MARCH, APRIL/MAY 2026)

EARTH WEEK TRASH CLEAN UP (APRIL 2026)
EARTH WEEK CLOTHING SWAP (APRIL 2026)









EVENTS WE HAVE BEEN A PART OF!

FERRADERMIS SHOWCASE (MAY 2024)

414FLEA SERIES (SUMMER 2024)

GREEN BAY VINTAGE MARKET (JULY 2024)

STELLAR SUMMERFEST (JULY 2024)

ALLGOODS FETS (AUGUST 2024)

HAWK FEST (AUGUST 2024)

WHITEWATER PRIDE RALLY (OCTOBER 2024)

MIDWEST VINTAGE FLEA (NOVEMBER 2024)

414FLEA SERIES (SUMMER 2025)

HAWK FEST (AUGUST 2025)

TOTALLY RAD MADISON (DECEMBER 2025)







SHORT + LONG TERM BENEFITS OF WIND UP GRANT

SHORT TERM

HELPED SUSTAIN US THROUGH THE FIRST YEAR WITH START UP COSTS

ALLOWED US TO INVEST IN COSTS WE HAD NOT PLANNED ON TO MAKE THE SPACE BETTER INCLUDING BOX TV, VINTAGE WHITEWATER PIECES, LED SIGNS, OTHER DECOR/FURNITURE ITEMS

ALLOWED US TO PARTICIPATE IN AND PUT ON EVENTS WHERE WE WERE ABLE TO NETWORK, EXPAND OUR REACH, AND BUILD COMMUNITY IN OUR SMALL TOWN

LONG TERM

THE WINDUP GRANT WILL HELP PROPEL US INTO THE FUTURE WITH MORE STABLE FINANCES AND WITH MORE EXPERIENCE IN BUDGETING

PROVIDED US WITH A PROFIT + LOSS TEMPLATE THAT WE CAN USE MONTHLY IN THE FUTURE TO TRACK OUR INPUT/OUTPUT

PROVIDED US WITH CONTACTS FOR SEVERAL INDIVIDUALS WHO ARE KNOWLEDGEABLE ABOUT BUSINESS OPERATIONS

IF WE RECEIVE FUTURE GRANTS, WE WILL BE BETTER ABLE TO NAVIGATE THE PROCESS!



WHITEWATER WIND UP CRITIQUES

EFFICIENCY:

INFORMED IN MAY OF RESULTS - NO FUNDS UNTIL AUGUST/SEPTEMBER (ESPECIALLY IMPORTANT FOR BUSINESSES PRE-OPERATION)

BUSINESS COACH - OFFER AS AN OPTION BUT NOT A REQUIREMENT

TRANSPARENCY:

CLARITY DURING INITIAL CONTRACT MEETING - CLEAR LAYOUT OF MONTHLY REPORT NEEDS & ANY OTHER NECESSITIES

LEAKED RESULTS - WE LEARNED FROM WHITEWATER BANNER BEFORE CITY INFORMED US DIRECTLY OF RESULTS

MOVING FORWARD:

CATEGORY FOR EXISTING BUSINESSES AND SEPARATE CATEGORY FOR ASPIRING BUSINESSES - MORE EMPHASIS ON ASPIRING BUSINESSES

"SYLLABUS" WITH STRUCTURE/LAYOUT FOR THE SEMINARS, 1:1 MEETINGS, DUE DATES

THANK YOU ALL FOR THIS OPPORTUNITY AND YOUR TIME! LET US KNOW IF YOU HAVE ANY QUESTIONS!