Community Development Division 625 52nd Street – Room 204 262.653.4030	***Redevelopment Authority of the City of Kenosha Agenda***	**Tuesday, May 28, 2013 5:00 p.m.**
Katherine Marks - Chairperson and Bob Johnson - Vice Chairperson *Alderman Michael Orth, Everett Butler, Eric Migrin, John Potente, Doug Williams*		

Call to Order and Roll Call

Approval of Minutes from April 16, 2013

1. Financial Report for April 30, 2013
2. Offer to Purchase Property at 4817 37th Avenue. (Watring) (District #10)

Public Comments

Authority Comments

Staff Comments

Adjournment

Community Development & Inspections
625 52nd Street – Room 308
Kenosha, WI 53140
262.653.4030 phone / 262.653.4045 fax
www.kenosha.org

If you are disabled in need of assistance, please call 262.653.4030 at least 72 hours before this meeting.

Notice is hereby given that a majority of the members of the Common Council may be present at the meeting. Although this may constitute a quorum of the Common Council, the Council will not take any action at this meeting.

REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA
Minutes
April 16, 2013

MEMBERS PRESENT: Katherine Marks, Eric Migrin, John Potente and Doug Williams

EXCUSED: Bob Johnson. Alderman Michael Orth and Everett Butler

STAFF PRESENT: Zohrab Khaligian

The meeting was called to order at 5:00 p.m. by Ms. Marks and roll was taken.

A motion was made by Mr. Williams and seconded by Mr. Potente to approve the minutes of the March 19, 2013 meeting. The motion passed. (Ayes 4; Noes 0)

1. **Financial Report for March 31, 2013**

Mr. Potente asked why the Balance Sheet showed negative numbers. Zohrab Khaligian, Community Development Specialist, said they haven't yet borrowed the 2013 funds.

A motion was made by Mr. Williams and seconded by Mr. Migrin to Receive and File the Financial Report. The motion passed. (Ayes 4; Noes 0)

2. **Parking Lot Lease Agreement By and Between the Kenosha Transit Commission and Baytree National Bank & Trust Company. (District #2)**

Mr. Khaligian noted that the recommendation should state the Lease is between the Kenosha Transit Commission and Baytree National Bank, not the Redevelopment Authority. The Redevelopment Authority is involved because the sub-lease includes parcels owned by the Redevelopment Authority. Mr. Khaligian noted it was mistakenly reported that the Lease between the Redevelopment Authority and Transit Commission could be terminated prior to the end of the 25 year term. The Lease can only be terminated early due to a breach. Mr. Khaligian added that if a development opportunity arises, the City and Authority would coordinate their efforts to find an adjacent City-owned lot to utilize. Mr. Khaligian also added that this sub-lease is regarding four (4) parking spaces that are needed to meet the parking requirements for the Baytree development.

Mr. Williams asked if there is a clause describing any penalty if the Lease is broken. Mr. Khaligian said the only reason we would break the Lease is for new development.

Ms. Marks asked if there was direct language within the Lease regarding the consequences. Mr. Khaligian said there is no language regarding the consequences. Ms. Marks said she would have liked to see this language in the Lease to alleviate future problems.

A motion was made by Mr. Potente and seconded by Mr. Williams to approve the Lease Agreement between the Kenosha Transit Commission and Baytree National Bank & Trust Company. The motion passed. (Ayes 4; Noes 0)

3. **Discussion and update on the Wilson Redevelopment Project. (District #10)**

Mr. Khaligian noted the report summarizes the progress that has been made. After discussion with Ms. Volkmar, if the Authority offers up to $95,000, plus $25,000 for demolition, we could potentially purchase and demolish two more properties this year.

Mr. Potente said we have purchased some foreclosures for $80,000 and we have paid as much as $125,000. Mr. Potente agrees that $95,000 would be a good price to offer for a property.

Mr. Williams agrees with the price of $95,000. We could offer this and see what kind of interest there is, but stick with that number.

Ms. Marks suggested to provide a range for the real estate agent. Possibly offer from $80,000 to $95,000. Not to exceed $95,000. Mr. Khaligian said we can specify a range and see what type of a response Ms. Volkmar gets. We have done this in the past and now that time has passed, there may be more desperation.

Mr. Migrin said even though we offer a lower amount, they could see these minutes and know what our maximum offer would be. Ms. Marks said they would know our range.

Mr. Williams asked if the assessed values increased. Mr. Khaligian said they were a little higher, but the property is only assessed every other year. Mr. Williams suggested we offer $90,000 to begin with, so we don't offend anyone. Mr. Williams asked if there are any foreclosures coming up? Mr. Khaligian said there has been rumor of one for about six months, but nothing is listed.

A motion was made by Mr. Potente and seconded by Mr. Williams to send a letter to the owners of the four-unit apartments on 37th Avenue, South of 48th Street, with an offering price of $90,000. The motion passed. (Ayes 4; Noes 0)

Public Comments

No Public comments.

Authority Comments

Mr. Potente asked if the Authority will be involved with the Chrysler plant property at some point. Mr. Khaligian said he does not think so because of the contamination. If the City holds it, the chain of pollution ends with the City.

Staff Comments

Mr. Khaligian said three of the four-units have been demolished. Demolition is currently taking place at the CYC building and the Madrigrano Center is next.

Mr. Williams asked if the Fire Department will use any of the next three (3) buildings for training. Mr. Khaligian said that asbestos testing needs to be completed, but he will then work with the Fire Department to see if they would like to do some training. They are looking at burning one of the four-plexes, this would save on the demolition costs.

A motion was made by Mr. Potente and seconded by Mr. Williams to adjourn the meeting. The motion passed. (Ayes 4; Noes 0) The meeting adjourned at 5:29 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

Community Development Division 625 52nd Street – Room 308 262.653.4030	Redevelopment Authority of the City of Kenosha Fact Sheet	May 28, 2013 5:00 p.m.	Item 1

Financial Report for April 30, 2013

LOCATION:

N/A

NOTIFICATIONS/PROCEDURES:

N/A

ANALYSIS:

- Attached is the Financial Report for the period ending April 30, 2013

- The report includes the:
  1) Balance Sheet – A statement of revenues, expenditures and changes in fund balance.
  2) Statement of Authorizations and Expenditures
  3) List of holdings - a list of anticipated expenditures.
  4) Two (2) maps indicating properties owned or assembled by the Redevelopment Authority

RECOMMENDATION:

A recommendation is made to receive and file the Financial Report.

A. Zohrab Khaligian, Community Development Specialist

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1RACK/2013/MAY28/fact-financials-052813.odt

Redevelopment Authority Balance Sheet
For The Period Ended April 30, 2013

	Redevelopment Authority (Fund 461)
ASSETS	
Cash	-$90,802
Total Assets	-$90,802
LIABILITIES	
Escrow	$0
Total Liabilities	$0
FUND BALANCES	
Resv for Encumbrances**	$18,149
Fund Balance:	
Capital Improvement Program	-$108,951
Program Income	$0
Total Fund Balance	-$90,802
Total Liabilities & Fund Balance	-$90,802

** Azarian Wrecking LLC PO 130454	12,020
** Malsack, J PO 130542	6,129
Total Encumbrances	$18,149

Redevelopment Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ended April 30, 2013

	Redevelopment Authority (Fund 461) Current Month	Redevelopment Authority (Fund 461) Year to Date
Revenues and Other Sources		
Miscellaneous Revenue	$100	$100
Grant Revenue	$0	$0
Interest Income	$0	$0
Note Proceeds	$0	$0
Interfund transfer in	$0	$0
Total Revenues	$100	$100
Expenditures and Other Uses		
Expenditures**	$3,455	$335,786
Total Expenditures	$3,455	$335,786
Revenues over (under) Expenditures	(3,355)	(335,686)
Fund Balance – 12/31/12 Unaudited		$244,884
Fund Balance – 3/31/13		-$90,802

** Expenditure amounts do not include encumbrances.

Redevelopment Authority
2013 Expenditures

Date	Check #	Vendor	Function	Amount	Total
January					
01/09/13	123724	Malsack, J	4804 37AV-Graffiti	40.00	
01/09/13	123706	WE Energies	#2 11/19-12/20	470.52	
01/18/13	124526	KWU	#5 1/13 water/strm	36.18	
01/18/13	124566	Knight Barry Title	Acq 4717 36th AV	78,970.75	
01/25/13	124992	Landmark Title Corp.	Acq 4810 37th AV	114,690.18	
		Total January		194,207.63	
		Total thru January			**194,207.63**
February					
02/06/13	125532	WE Energies	4717 36 AV-GAS RMVL	1,024.00	
02/07/13	125612	Malsack, J	1/13 add'l 36av	62.70	
02/07/13	125612	Malsack, J	1/13 prpsl b-snow	1,075.40	
02/08/13	125572	WE Energies	#6 12/20-01/24	913.48	
02/08/13	125572	WE Energies	#6 12/20-01/24	408.71	
02/13/13	125739	WE Energies	4810 37AV	1,004.00	
02/15/13	125884	KNIGHT BARY TITLE I	ACQ 4723 36TH AVE	79,702.25	
02/20/13	126001	KWU	11-12/12 STORMWATER	476.82	
02/15/13	125843	KWU	1006 52ND ST -SWU	5.56	
02/15/13	125843	KWU	1102 52ND ST-WUS	56.44	
02/15/13	125843	KWU	5016 SHER RD-SWU	8.74	
02/15/13	125843	KWU	8TH AVE -- SWU	34.18	
02/15/13	125843	KWU	5200 8TH AVE-SWU	12.98	
		Total February		84,785.26	
		Total thru February			**278,992.89**
March					
03/07/13	126551	Malsack, J	2/13 add'l 36av	130.62	
03/07/13	126551	Malsack, J	2/13 prpsl b-snow	1,075.40	
03/19/13	126853	Azarian Wrecking LLC	4702 36th Ave	15,000.00	
03/19/13	126853	Azarian Wrecking LLC	4628 37th Ave	15,000.00	
03/19/13	126853	Azarian Wrecking LLC	4804 37th Ave	15,000.00	
03/20/13	126805	KWU	#5 3/13 WATER STRM	37.12	
03/06/13	126402	WE Energies	#10 1/24-2/24	1,753.57	
03/15/13	126688	WE Energies	4717 36TH AVE-UTILS	13.41	
03/15/13	126692	KWU	4628 37AVE-SWU	33.82	
03/15/13	126692	KWU	4804 37AV-SWU	34.92	
03/15/13	126692	KWU	4720 35AVE-SWU	9.93	
03/15/13	126692	KWU	4908 37AVE-UTILS	29.33	
03/15/13	126685	KWU	12-01/13 STORMWATER	201.21	
03/22/13	126891	WE Energies	4717 36 AV-E-UTILS	20.25	
03/28/13	127067	WE Energies	4723 36 AV-GAS RML	689.00	
03/27/13	127048	PROFESSIONAL SERVICE	2/13-CD ASBESTOS	4,310.00	
		Total March		53,338.58	

Redevelopment Authority
2013 Expenditures

Date	Check #	Vendor	Function	Amount	Total
		Total thru March			**332,331.47**
April					
04/02/13	127160	Malsack, J	3/13 prpsl b-snow	1,206.02	
04/19/13	127781	WE Energies	AREA LIGHT 3/7-4/8	20.00	
04/05/13	127222	WE Energies	#14 2/24-3/25	1,617.00	
04/12/13	127431	KWU	1-2/13 STORMWATER	121.50	
04/19/13	127778	KWU	1-2/13 STORMWATER	490.04	
		Total April		3,454.56	
		Total thru April			**335,786.03**

Redevelopment Authority
Supplemental Statement of Authorizations, Expenditures and Encumbrances
Balance of Authorizations
For The Period Ended April 30, 2013

	Redevelopment Authority (Fund 461)			
	2009	2010	2012	2013
Authorization				
Miscellaneous Acquisitions	$225,000	$225,000	$0	$0
Property Maintenance	$0	$0	$12,000	$12,000
Foreclosure Acquisition	$0	$0	$100,000	$0
Fourplex Acquisition	$0	$0	$250,000	$0
Planned Acquisition	$0	$0	$0	$400,000
Total *	$225,000	$225,000	$362,000	$412,000
Misc. Acquisition Expenditures/Encumbrances				
2010 - Through 12/31/10	$225,000	$107,012	n/a	n/a
2011 - Through 12/31/11	$0	$83,980	n/a	n/a
2012 - Through 12/31/12	$0	$34,002	n/a	n/a
2013 - Through 12/31/13	$0	$6	n/a	n/a
Total Miscellaneous Acquisition Expenditures/Encumbrances	$225,000	$225,000	n/a	n/a
Property Maintenance Expenditures/Encumbrances				
2012 - Through 12/31/12	n/a	n/a	$8,036	$0
2013 - Through 12/31/13	n/a	n/a	$3,964	$7,861
Total Property Maintenance Expenditures	n/a	n/a	$12,000	$7,861
Foreclosure Acquisitions Expenditures/encumbrances				
2012 - Through 12/31/12	n/a	n/a	$0	n/a
2013 - Through 12/31/13	n/a	n/a	$78,971	n/a
Total Foreclosure Acquisitions Expenditures	n/a	n/a	$78,971	n/a
Fourplex Acquisitions Expenditures/Encumbrances				
2012 - Through 12/31/12	n/a	n/a	$109,088	n/a
2013 - Through 12/31/13	n/a	n/a	$138,751	n/a
Total Fourplex Acquisitions Expenditures	n/a	n/a	$247,839	n/a
Planned Acquisitions Expenditures/Encumbrances				
2013 - Through 12/31/13	n/a	n/a	n/a	$119,690
Total Planned Acquisitions Expenditures	n/a	n/a	n/a	$119,690
Balance – Current	$0	$0	$23,190	$284,449

* These amounts were authorized in the Capital Improvement Program

KRA Holdings to Date as Requested by the Chairman
As of April 30, 2013

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
02/14/13	Lund	4723 36th Avenue	09-222-36-226-016	$79,702.25	$80,391.25
01/15/13	Lund	4717 36th Avenue	09-222-36-226-015	$78,970.75	$82,218.41
01/25/13	Lentz Partners	4810 37th Avenue	09-222-36-230-014	$114,690.18	$117,814.18
05/09/12	Lentz Partners	4804 37th Avenue	09-222-36-230-015	$123,798.31	$143,831.68
10/28/10	Knight Barry	4702 36th Avenue	09-222-36-227-028	$135,080.00	$152,755.63
05/12/10	Labanowsky	4902 37th Avenue	09-222-36-230-010	$150,637.00	$175,543.41
02/26/10	FNMA	4615 36th Avenue	09-222-36-226-010	$95,000.00	$112,140.73
09/18/09	Lentz	4915 37th Avenue	09-222-36-231-007	$150,101.00	$164,781.30
08/12/09	Fannie Mae	4609 36th Avenue	09-222-36-226-009	$112,665.00	$129,493.86
09/26/08	Lentz	4901 37th Avenue	09-222-36-231-005	$180,093.00	$194,162.03
06/25/08	Mattioli	5016 Sheridan Road	12-223-31-156-003	$275,103.00	$366,343.48
04/30/08	Abdelhamid	4621/4627 38th Avenue	09-222-36-228-003 & 017	$130,093.00	$140,484.32
04/30/08	Iaquinta	1102/1200 52nd Street	12-223-31-157-016	$146,573.00	$188,509.55
09/07/07	Labanowsky	4823 37th Avenue	09-222-36-231-004	$170,013.00	$184,135.34
08/22/07	Kenosha County	1342 50th Street	12-223-31-207-032	$34,200.93	$34,400.93
11/29/06	Crow Properties	1014 48th Street	12-223-31-133-003	$88,500.00	$92,437.24
		1015 48th Street	12-223-31-134-002		$0.00
		1021 46th Street	12-223-31-130-003		$0.00
03/28/02	Southport Bank	4913 13th Avenue	12-223-31-154-005	$45,011.00	$45,011.00
10/13/00	Bass	1022 50th Street	12-223-31-154-007	$55,000.00	$64,615.10
09/28/00	Davison	5103 13th Avenue	12-223-31-157-002	$35,000.00	$41,858.15
10/29/99	Kenosha County	5131 13th Avenue	12-223-31-157-010	$5,827.98	$5,827.98
06/30/99	Fratrick	5002 Sheridan Road	12-223-31-156-001	$123,000.00	$133,410.00
06/10/99	AutoWiz	913 50th Street	12-223-31-156-002	$85,000.00	$137,987.24
02/19/99	Kenosha County	1334 50th Street	12-223-31-207-016	$1.00	$1.00
01/27/99	First Nations Bank	1104 50th Street	12-223-31-154-006	$45,000.00	$56,018.29
12/18/98	Carreon	5143 13th Avenue	12-223-31-157-013	$30,800.00	$37,653.00
11/13/98	Principe	1010 52nd Street	12-223-31-157-019	$62,100.00	$74,501.41
02/27/98	Bauer	5139 13th Avenue	12-223-31-157-012	$19,000.00	$28,290.05
02/18/98	Fogle	5109 13th Avenue	12-223-31-157-003	$35,000.00	$45,170.47
08/29/97	Haarstick	5215 Sheridan Road	12-223-31-426-008	$193,000.00	$316,266.30
06/17/97	Kenosha Housing Authority	5115 13th Avenue	12-223-31-157-005	$0.00	$155.00
06/17/97	Kenosha Housing Authority	5127 13th Avenue	12-223-31-157-009	$0.00	$0.00
11/15/96	Executive Square	5400 8th Ave, South of Barr Furniture	12-223-31-426-017	$115,000.00	$118,010.61
04/26/95	Barr Furniture	5319 Sheridan Road	12-223-31-426-016	$410,000.00	$452,918.78
06/21/93	CNW Railroad	50th Street to 45th Street	12-223-31-501-001,002,003,004,007&008	$31,000.00	$31,250.00
06/15/93	CNW Railroad	Sheridan Road to 50th Street	12-223-31-501-009 & 010	$11,627.00	$11,657.95
02/12/87	Reformation Church	1006 52nd Street	12-223-31-157-020	$0.00	$0.00

KRA Holdings to Date as Requested by the Chairman
As of April 30, 2013

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
		SUBTOTAL		$3,366,587.40	$3,960,045.67

Other Properties
As of April 30, 2013

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
11/04/11	Wells Fargo	4628 37th Avenue	09-222-36-228-012	$65,388.56	$80,476.56
11/29/06	Crow Properties	1001 50th Street	12-223-31-155-002		$0.00
	(Purchased by City)	2916 Sheridan Road	10-223-19-453-002		$0.00
		1515 52nd Street	12-223-31-303-005		$75.00
01/04/95	Train Station (METRA)	5414 13th Avenue	12-223-31-501-035 & 036	$150,000.00	$152,562.00
01/21/94	HUD	5818 Fifth Avenue	12-223-31-488-009	$10,000.00	$15,686.90
01/07/94	Senate Building	1204/1210 56th Street	12-223-31-436-006	$220,000.00	$336,772.66
	(Leased to City Transit)				$0.00
05/15/92	CNW Railroad	Sixth Avenue to 52nd Street	12-223-31-501-037	$26,000.00	$31,596.75
03/07/90	Finishing & Plating	1003 53rd Street	12-223-31-431-001	$1,400,000.00	$1,593,259.42
	(Stationside Village Parking Lot)				$0.00
N/A	N/A	5802 Fifth Avenue	12-223-31-488-001	$0.00	$0.00
	(Public parking lot for City Transit)				
		SUBTOTAL		***$1,871,388.56***	***$2,210,429.29***
		GRAND TOTAL		***$5,237,975.96***	***$6,170,474.96***

Properties Previously Owned by Redevelopment Authority
As of April 30, 2013

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
12/05/05	Wolf	6202 14th Avenue		$37,011.00	$37,011.00
	(Transferred to Kenosha Community Health Center)				
09/26/03	14th Avenue Ventures	6220 14th Avenue		$88,600.00	$88,600.00
	(Transferred to Kenosha Community Health Center)				
07/30/93	Ebner	5802 Fifth Avenue	12-223-31-489-015	$90,000.00	$90,000.00
	(Public parking lot transferred to City)				
05/25/05	DOG Properties	5129/5131 14th Avenue	12-223-31-276-016	$180,000.00	$207,551.97
	(Transferred to Boys & Girls Club)				
04/06/01	McKinley	5021 14th Avenue	12-223-31-276-009	$71,400.00	$93,993.54
	(Transferred to Boys & Girls Club)				
04/06/01	McKinley	5111 14th Avenue	12-223-31-276-015	$66,150.00	$86,985.90
	(Transferred to Boys & Girls Club)				
04/06/01	McKinley	5133 14th Avenue	12-223-31-276-017	$62,160.00	$78,891.39
	(Transferred to Boys & Girls Club)				
08/13/99	Villegas	5043 14th Avenue	12-223-31-276-012	$55,000.00	$59,989.36
	(Transferred to Boys & Girls Club)				
04/07/99	Shay	5013 14th Avenue	12-223-31-276-007	$52,010.00	$56,007.68
	(Transferred to Boys & Girls Club)				
12/18/98	Boak	5105 14th Avenue	12-223-31-276-014	$55,000.00	$85,581.58
	(Transferred to Boys & Girls Club)				
12/18/98	Villasenor	5101 14th Avenue	12-223-31-276-013	$45,000.00	$53,734.87
	(Transferred to Boys & Girls Club)				
11/30/98	Bushnell	5025 14th Avenue	12-223-31-276-010	$65,082.00	$80,003.42
	(Transferred to Boys & Girls Club)				
12/30/97	Vacant Lot	5037 14th Avenue	12-223-31-276-011	$7,500.00	$7,500.46
	(Transferred to Boys & Girls Club)				
06/27/97	Stipek	5007 14th Avenue	12-223-31-276-006	$49,900.00	$61,507.46
	(Transferred to Boys & Girls Club)				
06/17/97	Kenosha Housing Authority	1346 52nd Street	12-223-31-276-018	$0.00	$0.00
	(Transferred to Boys & Girls Club)				
05/30/97	Laundromat	1351 50th Street	12-223-31-276-005	$52,783.71	$82,857.54
	(Transferred to Boys & Girls Club)				
01/13/97	Kenosha County	5015 14th Avenue	12-223-31-276-008	$14,377.71	$15,398.78
	(Transferred to Boys & Girls Club)				
07/31/96	Meyers	1339 50th Street	12-223-31-276-002	$25,000.00	$33,200.32
	(Transferred to Boys & Girls Club)				

Properties Previously Owned by Redevelopment Authority
As of April 30, 2013

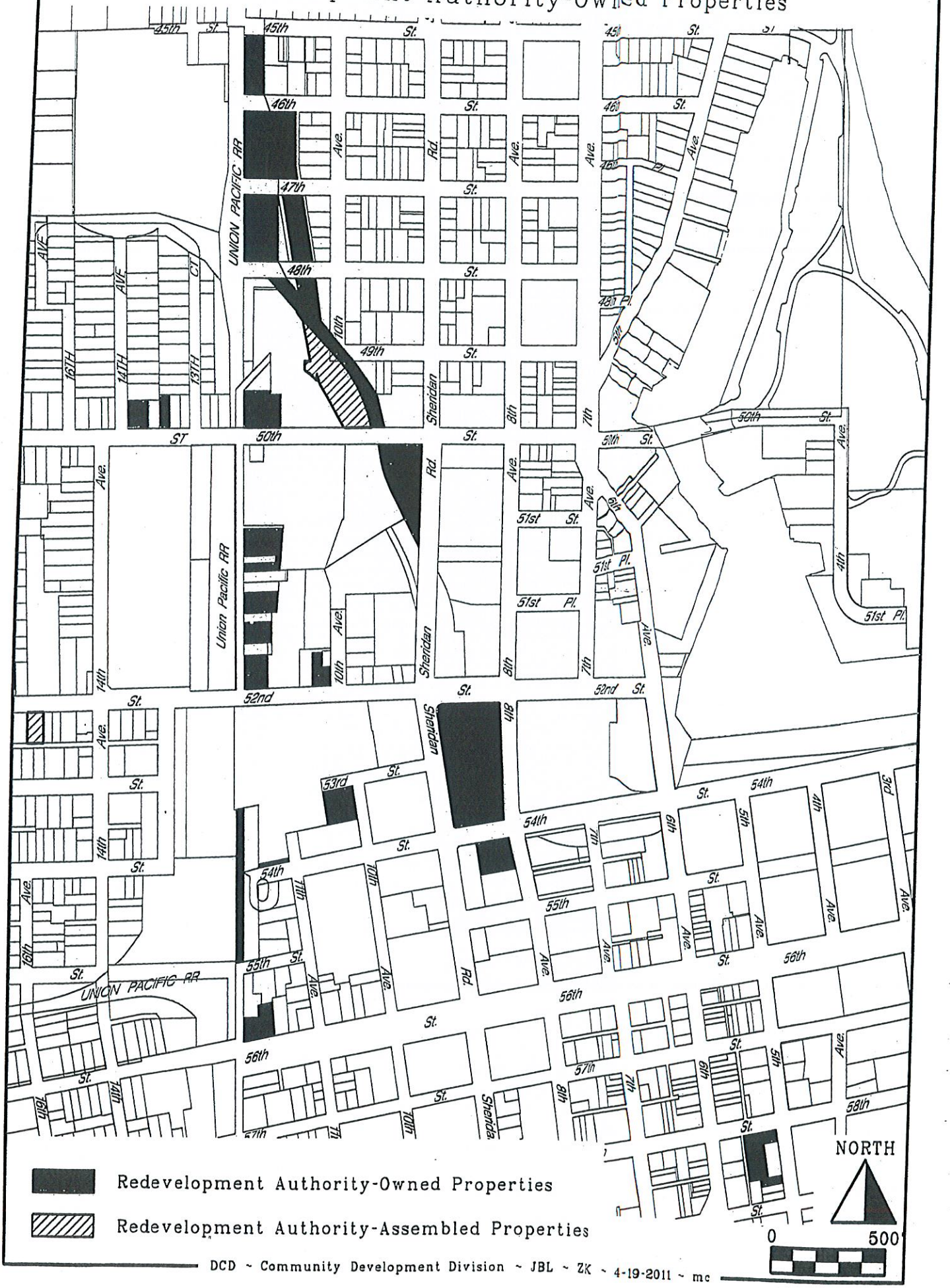
Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
08/28/09	Smith	1343 50th Street	12-223-31-276-003	$73,715.00	$98,154.51
	(Transferred to Boys & Girls Club)				
12/31/97	Warehouse	1347 50th Street	12-223-31-276-004	$30,000.00	$40,009.16
	(Transferred to Boys & Girls Club)				
			TOTAL	**$1,120,689.42**	**$1,356,978.94**

KRA Anticipated Expenditures
As of April 30

Property	*Address*	*Tax Key No.*	*Activity*	*Anticipated Costs*
Knight Barry	4702 36th Avenue	09-222-36-337-028	Demolition	$5,000.00
Wells Fargo	4628 37th Avenue	09-222-36-228-012	Demolition	$5,000.00
Lentz Partners	4804 37th Avenue	09-222-36-230-015	Demolition	$5,000.00
Lentz Partners	4810 37th Avenue	09-222-36-230-014	Demolition	$25,000.00
Lund	4717 36th Avenue	09-222-36-226-015	Demolition	$25,000.00
Lund	4723 36th Avenue	09-222-36-226-016	Demolition	$25,000.00
			TOTAL	***$90,000.00***

CITY OF KENOSHA

Redevelopment Authority-Owned Properties



DCD ~ Community Development Division ~ JBL ~ ZK ~ 4-19-2011 ~ mc

City of Kenosha

Redevelopment Authority-Owned Properties
in the Wilson Neighborhood

City-Owned Properties

Housing Authority-Owned Properties

Redevelopment Authority-Owned Properties

N
W E
S

0 50 100 150 200 250
Feet

DCDI ~ Community Development Division ~ JBL ~ ZK ~ March 7, 2013 ~ mc

Community Development Division 625 52nd Street – Room 204 262.653.4030	Redevelopment Authority of the City of Kenosha Fact Sheet	May 28, 2013 5:00 p.m.	Item 2

Offer to Purchase Property at 4817 37th Avenue. (Watring) (District #10)

LOCATION:

4817 37th Avenue

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Kennedy, has been notified.

ANALYSIS:

- At the April 16th Redevelopment Authority meeting, the Authority directed Staff to direct the City's Real Estate Agent, Michelle Volkmar, to contact the owners of the four-unit apartments on 37th Avenue, south of 48th Street and offer them $90,000 for their buildings.
- To date, only one property owner has responded, Tom and Suzanne Watring at 4817 37th Avenue, and they are willing to sell for $90,000.
- The Watrings responded to Staff's September letter offering the assessed value of $114,800 to any property owner willing to sell. But at that time, the Watrings were asking $125,000 and all four units were occupied.
- Three of the four units are currently occupied. If the Authority approves the current offer, the three tenants will receive a notice giving them six (6) months of continued occupancy per COMM 202.01(14)(b)11, but they will not be paid any relocation benefits.

RECOMMENDATION:

A recommendation is made to approve the Offer to Purchase for 4817 37th Avenue for $90,000.00.

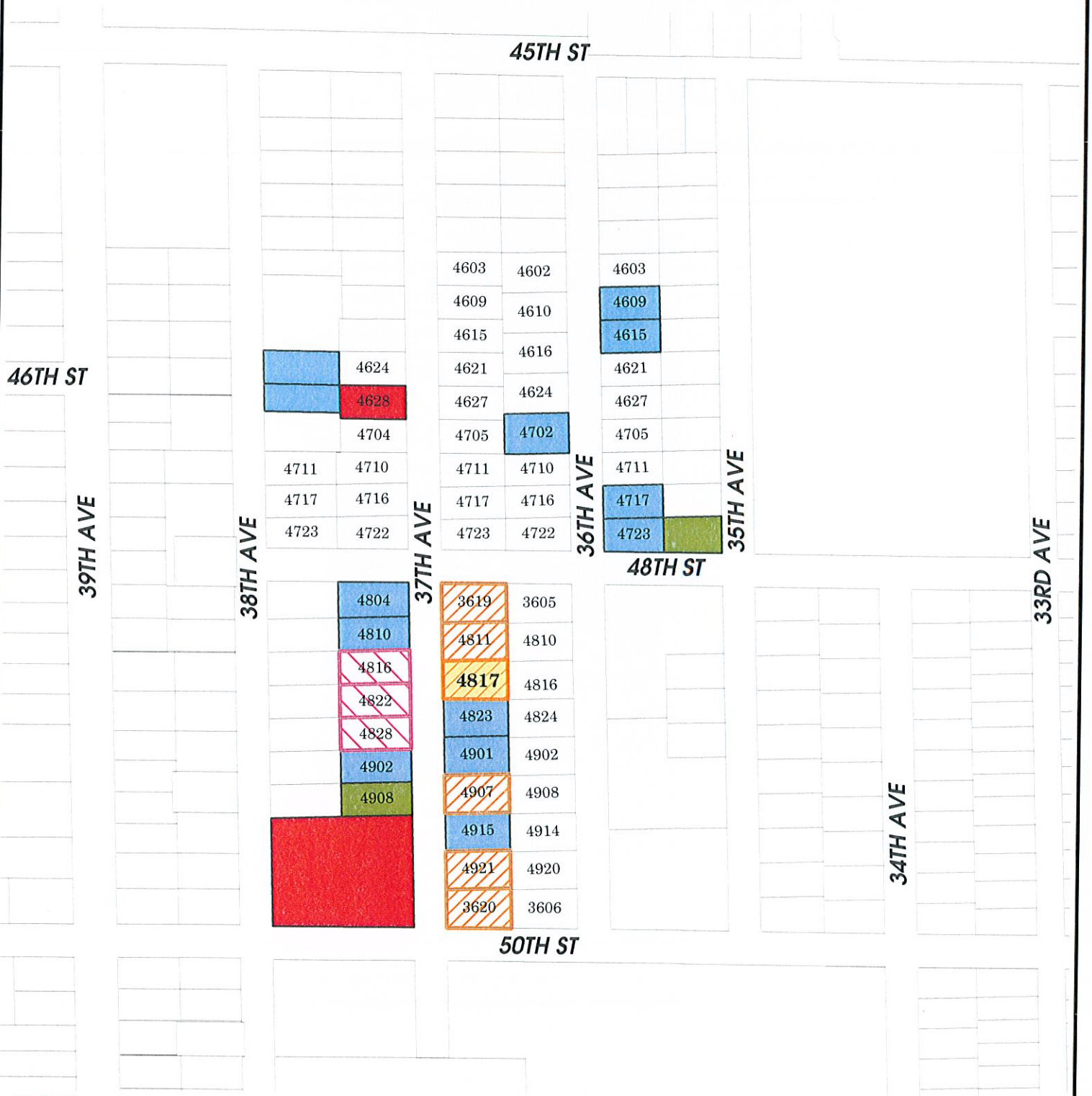
A. Zohrab Khaligian, Community Development Specialist

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1RACK/2013/MAY28/fact-offer4817 37a-052813.odt

City of Kenosha

Redevelopment Options
Wilson Neighborhood



City-Owned Properties

Kenosha Housing Authority-Owned Properties

Redevelopment Authority-Owned Properties

Phase I

Phase II

Subject Property

N
W E
S

0 50 100 150 200 250 Feet

DCDI ~ Community Development Division ~ JBL ~ ZK ~ May 22, 2013 ~ mc

WILSON REDEVELOPMENT PROJECT

Targeted Properties

Parcel Number	Name	O/T	U	Address	Land-Value	Bldg-Value	Total-Value	Acq. Price	Date	Acre	Mailing Address
230-011	Lentz Partners	T	4	4828-37th Avenue	28000	86800	114800	150000	2009	0.18	6123 Green Bay Rd #210, Kenosha, WI 53142
230-012	Lentz Partners	T	4	4822-37th Avenue	28000	86800	114800	150000	2009	0.18	6123 Green Bay Rd #210, Kenosha, WI 53142
230-013	Lentz Partners	T	4	4816-37th Avenue	28000	86800	114800	150000	2009	0.18	6123 Green Bay Rd #210, Kenosha, WI 53142
231-001	Piyush Patel	T	4	3619-48th Street	28000	102500	130500	185000	2008	0.19	515 Karey Court, Wilmette, IL 60091
231-002	Aryan Investments LLC	T	4	4811-37th Avenue	28000	86800	114800	120000	2009	0.19	2616 22n Avenue, Kenosha, WI 53140
231-003	Tom & Suzanne Watring	T	4	4817-37th Avenue	28000	86800	114800	150000	2009	0.19	4737 83rd Street, Kenosha, WI 53142
231-006	Lentz Daniel & Associates LLC	T	4	4907-37th Avenue	28000	86800	114800	150000	2009	0.19	6123 Green Bay Rd #210, Kenosha, WI 53142
231-008	Lentz Daniel & Associates LLC	T	4	4921-37th Avenue	28000	86800	114800	150000	2009	0.19	6123 Green Bay Rd #210, Kenosha, WI 53142
231-009	Lentz Daniel & Associates LLC	T	4	3620-50th Street	28000	112900	140900	150000	2009	0.19	6123 Green Bay Rd #210, Kenosha, WI 53142
						TOTAL	**$1,075,000**				
						W/Demo	**$1,300,000**				

WB-11 RESIDENTIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON May 15, 2013 **[DATE] IS (~~AGENT OF BUYER~~ ~~(AGENT OF SELLER/LISTING BROKER~~) (AGENT OF BUYER AND SELLER)** STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Redevelopment Authority Of the City of Kenosha, offers to purchase the Property known as [Street Address] 4817 37th Ave in the City of Kenosha, County of Kenosha Wisconsin (insert additional description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

■ PURCHASE PRICE: Ninety Thousand Dollars ($ 90,000.00).

■ EARNEST MONEY of $ ---------- accompanies this Offer and earnest money of $ 1,000.00 will be mailed, or commercially or personally delivered within 7 days of acceptance to listing broker or ---------- Re/Max Elite Trust Account ----------.

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 17-18, and the following additional items: None.

■ NOT INCLUDED IN PURCHASE PRICE: None.

CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before May 31, 2013. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

Seller's recipient for delivery (optional): Re/Max Elite C/O Michelle Volkmar

Buyer's recipient for delivery (optional): Re/Max Elite C/O Michelle Volkmar

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

Seller: (262) 694-3231 Buyer: (262) 694-3231

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

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

Delivery address for Seller: Re/Max Elite 7520 39th Ave Kenosha, WI 53142

Delivery address for Buyer: Re/Max Elite 7520 39th Ave Kenosha, WI 53142

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

E-Mail address for Seller (optional): michelle.volkmar@gmail.com

E-Mail address for Buyer (optional): michelle.volkmar@gmail.com

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

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

DEFINITIONS

■ 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.

■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the roof.
b. Defects in the electrical system.
c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
e. Defects in the well, including unsafe well water.
f. Property is served by a joint well.
g. Defects in the septic system or other sanitary disposal system.
h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law, may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.)
i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
j. Defects in the basement or foundation (including cracks, seepage and bulges).
k. Property is located in a floodplain, wetland or shoreland zoning area.
l. Defects in the structure of the Property.
m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property. **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
p. Presence of asbestos or asbestos-containing materials on the Property.
q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the Property.
t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
w. Remodeling that may increase Property's assessed value.
x. Proposed or pending special assessments.
y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district.
z. Proposed construction of a public project that may affect the use of the Property.
aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
cc. Any land division involving the Property for which required state or local permits had not been obtained.
dd. Violation of state or local smoke and carbon monoxide detector laws.
ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.
gg. Other Defects affecting the Property.

(Definitions Continued on page 4)

CLOSING This transaction is to be closed no later than June 28, 2013 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association assessments, fuel and _____.

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]:

[xx] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

[ ] Current assessment times current mill rate (current means as of the date of closing)

[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (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 be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall 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 brokers in this transaction.

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 _____. Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

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

REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property which includes 1-4 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 2 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.

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 64-114) other than those identified in Seller's Real Estate Condition Report dated May 13, 2013, 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 _____ [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]

ADDITIONAL PROVISIONS/CONTINGENCIES _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

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

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

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

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

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

[n/a] **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____ . Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

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

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

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

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

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

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

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

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

[n/a] **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

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; and (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.

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 which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, 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.

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.

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.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 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.widocoffenders.org or by telephone at (608) 240-5830.

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 _____. If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property Contingency and _____

_____

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

____ **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 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

_____

_____. 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.

TITLE EVIDENCE

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

_____

_____

_____

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

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

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

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

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is 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 before delivery of such title evidence to be merchantable per lines 326-335, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ 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. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 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.

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

CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special 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 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

EARNEST MONEY

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

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

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

■ LEGAL RIGHTS/ACTION: Broker'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 broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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 Property 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 Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees 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 Property.

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.

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 which may be required to be reported to the Wisconsin Department of Natural Resources.

410 [xx] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of all components; if so desired
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.
419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**
421 This contingency shall be deemed satisfied unless Buyer, within 10 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).
424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.
427 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.
434 [ ] **ADDENDA:** The attached _____ is/are made part of this Offer.
435 ADDITIONAL PROVISIONS/CONTINGENCIES
436 1. This is a cash offer and not subject to any financing.
437 2. Seller to provide current tenant information on leased units. Including Signed Lease
438 Agreements, Names, Contact Information, Rental and Security Deposit Amounts and Number of
439 Occupants in each unit.
440
441
442
443 This Offer was drafted by [Licensee and Firm] Michelle M. Volkmar; ReMax Elite
444 _____ on May 15, 2013 .
445 (x) _____
446 Buyer's Signature ▲ Print Name Here ▸ Redevelopment Authority Of the Date ▲
447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▸ Date ▲
449 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
450 _____ Broker (By) _____
451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**
455 (x) _____
456 Seller's Signature ▲ Print Name Here ▸ Thomas Watring Date ▲
457 (x) _____
458 Seller's Signature ▲ Print Name Here ▸ Suzanne Watring Date ▲
459 This Offer was presented to Seller by [Licensee and Firm] _____
460 _____ on _____ at _____ a.m./p.m.
461 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

REAL ESTATE CONDITION REPORT

DISCLAIMER

A. _____ THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 4817 37th Ave _____ (STREET ADDRESS) IN THE City (CITY) (VILLAGE) (TOWN) OF Kenosha, COUNTY OF Kenosha, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF May (MONTH), 15 (DAY), 2013 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B.1. In this form, "am aware" means to have notice or knowledge. 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.

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

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

B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

*PROPERTY CONDITION STATEMENTS**

		Yes	No	N/A	*See Expert's Report*
C.1.	I am aware of defects in the roof.				
C.2.	I am aware of defects in the electrical system.				
C.3.	I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.				
C.4.	I am aware of defects in the heating and air conditioning system (including the air filters and humidifiers).				
C.5.	I am aware of defects in the well, including unsafe well water.				
C.6.	I am aware that this property is served by a joint well.				
C.7.	I am aware of defects in the septic system or other sanitary disposal system.				
C.8.	I am aware of underground or aboveground fuel storage tanks on *or previously located on* the property. (If "yes", the owner, by law, may have to register the tanks with the department of safety and professional services at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the department of safety and professional services may require the closure or removal of unused tanks).				
C.9.	I am aware of an "LP" tank on the property. (If "yes", specify in the additional information space whether or not the owner of the property either owns or leases the tank).				
C.10.	I am aware of defects in the basement or foundation (including cracks, seepage and bulges). *Other basement defects might include, but are not limited to, flooding, extreme dampness or wet walls, unsafe concentrations of mold, or defects in drain tiling or sump pumps.*				
C.11.	I am aware that the property is located in a floodplain, wetland or shoreland zoning area.				
C.12.	I am aware of defects in the structure of the property.				
C.13.	I am aware of defects in mechanical equipment included in the sale either as fixtures or personal property.				
C.14.	I am aware of boundary or lot line disputes, encroachments or encumbrances (including a joint driveway)				
C.15.	I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, *high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property,* lead in paint, lead in soil, lead in water supplies or plumbing system or other potentially hazardous or toxic substances on the premises. *Such defects might also be caused by unsafe levels of mold. NOTE: specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.*				
C.16.	I am aware of the presence of asbestos or asbestos-containing materials on the premises.				
C.17.	I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.				
C.18.	I am aware of current or previous termite, powder-post beetle or carpenter ant infestations or defects caused by animal or other insect infestations.				
C.19.	I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the property *or a violation of applicable state or local smoke detector laws; NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 & 101.647).*				
C.20.	I am aware either that remodeling affecting the property's structure or mechanical systems was done or that additions to this property were made during my period of ownership without the required permits.				
C.21.	I am aware of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.				

		Yes	No	N/A	See Expert's Report
C.22.	I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment.	____	____	____	____
C.23.	I am aware that remodeling that may increase the property's assessed value was done.	____	____	____	____
C.24.	I am aware of proposed or pending special assessments.	____	____	____	____
C.24.m	I am 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 located within the district.	____	____	____	____
C.25.	I am aware of the proposed construction of a public project that may affect the use of the property.	____	____	____	____
C.26.	I am aware of subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, *any land division involving the property for which required state or local permits had not been obtained*, rights-of-way, easements or another use of a part of the property by nonowners, other than recorded utility easements.	____	____	____	____
C.26.m	I am aware that the property is subject to a mitigation plan required under administrative rules of the department of natural resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	____	____	____	____
C.27.	I am aware of other defects affecting the property.	____	____	____	____

ADDITIONAL INFORMATION

D.1.	I am aware that a structure on the property is designated as a historic building or that part of the property is in a historic district.	____	____	____	____
D.1.a	*I am aware of a pier attached to the property that is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.*	____	____	____	____
D.1.b	*All or part of the land has been assessed as agricultural land under Wis. Stat. § 70.32(2r) (use-value assessment).*	____	____	____	____
D.1.c	*The owner has been assessed a use-value assessment conversion charge under Wis. Stat. § 74.485(2).*	____	____	____	____
D.1.d	*The payment of the use-value assessment conversion charge has been deferred under Wis. Stat. § 74.485(4).*	____	____	____	____

Notice: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g. residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit http://www.revenue.wi.gov/faqs/slf/useassmt.html.

D.1.e	*I am aware that the property is subject to a farmland preservation agreement.*	____	____	____	____

Notice: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit http://datcp.wi.gov/Environment/Working_Lands_Initiative/ for more information.

D.1.f	*I am aware of the presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture intrusions or conditions that might initiate the growth of unsafe levels of mold.*	____	____	____	____
D.1.g	*I am aware that all, or part, of the property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see D.1.e.), Forest Crop Law, Managed Forest Law (see disclosure requirement in Wis. Stat. § 710.12), the Conservation Reserve Program or a comparable program.*	____	____	____	____

D.2. The owner has lived on the property for ____ years.

D.3. Explanation of "yes" responses. (See B. 3.) Seller has never lived on property.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by phone at 608-240-5830.

OWNER'S CERTIFICATION

E. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report. NOTE: Wisconsin Statute §709.035 requires owners who, prior to acceptance, obtain information which would change a response on this report, to submit a new report or an amended report to the prospective buyer.

Owner _____ Date _____ Owner _____ Date _____

Owner _____ Date _____ Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

F. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person _____ Items ____ Date _____ Person _____ Items ____ Date _____

Person _____ Items ____ Date _____ Person _____ Items ____ Date _____

NOTICE REGARDING ADVICE OR INSPECTIONS

G. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS OR WARRANTIES.

BUYER'S ACKNOWLEDGMENT

H.1. THE PROSPECTIVE BUYER ACKNOWLEDGES THAT TECHNICAL KNOWLEDGE SUCH AS THAT ACQUIRED BY PROFESSIONAL INSPECTORS MAY BE REQUIRED TO DETECT CERTAIN DEFECTS SUCH AS THE PRESENCE OF ASBESTOS, BUILDING CODE VIOLATIONS AND FLOODPLAIN STATUS.

H.2. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Prospective Buyer _____ Date _____ Prospective Buyer _____ Date _____

Prospective Buyer _____ Date _____ Prospective Buyer _____ Date _____

**NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.*

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

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OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

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

Disclosures and Acknowledgments made with respect to the Property at 4817 37th Ave Kenosha, WI _____, Wisconsin.

SELLER DISCLOSURE AND CERTIFICATION. **Note: See Seller Obligations at lines 27 - 54 and 55 - 112.**

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

(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.

(X) _____ 05/15/2013
(ALL Sellers' signatures) ▲ Print Names Here ▶ Thomas & Suzanne Watring (Date) ▲

Seller Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A, Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

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

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

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

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

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

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

■ **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) Disclosure of Known LBP & LBP Information Re: the Property. 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) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. 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, a 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.

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 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, 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.

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

(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 - 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

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

(X) Michelle Volkmar 05/15/2013
(Agent's signature) ▲ Print Agent & Firm Names Here ▸ Michelle Volkmar; Re/Max Elite (Date) ▲

(X) Michelle Volkmar 05/15/2013
(Agent's signature) ▲ Print Agent & Firm Names Here ▸ Michelle Volkmar; Re/Max Elite (Date) ▲

■ **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.

■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

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

☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days 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 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will 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, in conformance with the requirements of all applicable law.

☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

☐ Buyer waives the opportunity for a LBP inspection or assessment.

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

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

(X) _____
(ALL Buyers' signatures) ▲ Print Names Here ▸ Redevelopment Authority of the City of Kenosha (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.