

RANW ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated _____ (Offer), made by the undersigned
2 Buyer with respect to the Property at _____, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX () ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS
4 MARKED, SUCH WITH AN "X".

5 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

6 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies)
7 and are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for
8 obtaining any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event
9 any inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the
10 Firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence
11 or intentional wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for
12 other parties and Buyer should review carefully such reports to determine the age and purpose of the report(s) and the
13 standards of practice followed by the individual or entity preparing the report(s).

14 **WAIVER OF HOME INSPECTION CONTINGENCY**

15 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion
16 of a home inspection contingency in this Offer.

17 **WAIVER OF APPRAISAL CONTINGENCY**

18 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to
19 have a separate appraisal contingency for the Property in this Offer.

20 **TESTING**

21 Unless otherwise specified, testing including testing for Hazardous Substances, is prohibited without a testing contingency. (See
22 Testing Contingency on lines 32-49).

23 **HAZARDOUS SUBSTANCES**

24 The parties are aware that public information sources indicate that certain hazardous substances, along with some building
25 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold
26 and other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water
27 (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

28 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant
29 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to
30 Buyer. Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to
31 consult with the appropriate experts if such condition(s) are material to Buyer.

32 **TESTING CONTINGENCY**

33 This offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a
34 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable
35 government or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds
36 to be tested]: _____

37 _____
38 within _____ days after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

39 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said reports,
40 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to
41 which Buyer objects (Notice of Defects).

42 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has
43 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's
44 delivery of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner;
45 and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void
46 if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to
47 cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely
48 deliver the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or
49 other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

50 **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

51 This Offer is contingent upon the closing of the sale of Buyer's property located at _____
 52 _____ no later than _____ (the Deadline).
 53 Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with _____
 54 _____ at a list price no greater than \$ _____
 55 or Seller will have the right to declare this Offer null and void by written Notice delivered to Buyer.

56 If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the
 57 Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the
 58 time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency.
 59 Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

60 **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP**

61 **(Select 1 of 3 options below if no Bump Clause in Offer and the Closing of Buyer's Property Contingency is used)**

62 Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.

63 Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for the
 64 purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date on
 65 or before the closing date in this Offer.

66 Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for the
 67 purchase of Buyer's property which is subject to financing, (Insert any other applicable contingencies), _____
 68 _____,
 69 _____ and which has a closing date on or before the closing date in this Offer.

70 If lines 63-65 or 66-69 of this Addendum are part of this Offer and Buyer does not make timely delivery of a copy of the accepted
 71 offer for the purchase of Buyer's property that is consistent with the representation(s) above, Seller may terminate this Offer by
 72 delivering a written notice of termination to Buyer prior to **(Buyer's delivery) (Seller's Actual Receipt) ~~STRIKE ONE~~** ("Buyer's
 73 delivery" if neither is stricken) of a copy of the accepted offer for the purchase of Buyer's property.

74 **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT Use If Lines 60-73 Are Used)**

75 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer
 76 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless
 77 Buyer, prior to such notice or within _____ hours ("72" if left blank) of Buyer's Actual Receipt of such notice, delivers to Seller one
 78 of the following:

79 (1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this
 80 Offer, AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written
 81 verification from a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification,
 82 sufficient funds necessary to close this transaction which are not contingent on the sale of Buyer's property; **OR**

83 (2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal
 84 contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase has
 85 been pre-approved for financing, making this Offer subject to the closing of the sale of Buyer's property. If the offer for Buyer's
 86 property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in writing and
 87 Seller may terminate this offer by delivering a written notice of termination to Buyer.

88 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

89 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller has
 90 accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for information
 91 purposes only and does NOT modify any part of this Offer.

92 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that
 93 complies with requirement (2) above, Buyer promptly shall deliver to Seller a copy of such offer and this Continued Marketing With
 94 Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide
 95 secondary offer for the purpose of bumping this Offer or making this Offer null and void.

96 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and _____
 97 _____,
 98 all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or when
 99 Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

100 **NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.**

101 **RADON TESTING CONTINGENCY**

102 **CAUTION: Only check one of the boxes** at line 108 or line 124; do **NOT** select both.

103 This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the
 104 Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health
 105 Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline
 106 described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (pCi/L) (using the EPA
 107 Protocol Average if stated on the report), this contingency shall be deemed satisfied.

108 If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test
 109 report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be
 110 installed prior to closing, and (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall select: (1) a qualified
 111 mitigation contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and
 112 provide the Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0
 113 pCi/L; and (2) the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**

114 (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) is responsible for the total cost of radon
 115 mitigation, expense not to exceed \$ _____ total.

116 **Buyer and Seller** to equally share responsibilities for the total cost of radon mitigation, not to exceed
 117 \$ _____ in total.

118 The Party responsible for selecting the mitigation contractor before any work commences, shall promptly provide the other
 119 Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If
 120 the total estimate exceeds the amount specified, any Party responsible for the cost of the installation may deliver a written
 121 notice to the other Party no later than 15 days before closing objecting to such installation. This Offer shall be terminated if
 122 the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a
 123 written notice to the objecting Party.

124 If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with
 125 results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.

126 (If the boxes at lines 108 and 124 are both checked, lines 108-123 shall prevail).

127 **WAIVER OF RADON TESTING CONTINGENCY**

128 Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a
 129 testing contingency for radon gas on the Property.

130 **BUYER'S FINANCING PRE-APPROVAL**

131 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification
 132 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller
 133 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's
 134 written financing pre-approval to Seller.

135 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

136 **SELLER'S CONTRIBUTION(S)**

137 Seller shall give Buyer a credit at closing in the amount of \$ _____ to assist Buyer in purchasing the
 138 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any
 139 funds not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

140 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

141 **REPAIRS REQUIRED BY LENDER**

142 If, as a condition of the mortgage loan commitment, the Buyer's loan program requires repairs other than repairs to which Seller
 143 has previously agreed: **[SELECT ONLY ONE]**

144 (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates
 145 and making such repairs not to exceed \$ _____.

146 (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

147 (Buyer) (Seller) **STRIKE ONE** shall be responsible for the first \$ _____ of repair expenses and the
 148 other Party shall be responsible for the next \$ _____ of repair expenses.

149 (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

150 Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ _____.

151 _____.

152 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate
 153 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no
 154 later than 15 days before closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days after
 155 delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

156 **CLOSING AND ESCROW FEE(S)**

157 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow
 158 is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees
 159 charged by the escrow agent.

160 **Cash Closing:** If this is a cash closing, closing fees charged by the closing agent will be paid by **(Buyer) (Seller)** **STRIKE ONE**
 161 ("Buyer" if neither is stricken).

162 **INSURABILITY OF PROPERTY**

163 **CAUTION: For Flood Plain Insurance cost and insurability see lines 176-189.** Buyer is aware that the availability and cost of
 164 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's
 165 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a
 166 property, and the history of prior claims on a property.

167 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**
 168 **contact their insurance agent as to requirements for obtaining insurance.**

169 Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a
 170 qualified third party determining the Property is uninsurable, or the cost of insurance will be excessive. Buyer to pay any costs
 171 associated with this determination unless otherwise agreed to in writing.

172 **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

173 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer
 174 voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this Offer.

175 **FLOODPLAIN / WETLANDS**

176 **CAUTION:** Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and
 177 wetland maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps;
 178 and that floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged
 179 to consult with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain
 180 if such information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about
 181 flood insurance as it relates to this Property.

182 (See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

183 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

184 Within 7 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice
 185 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender
 186 or a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or
 187 proposed Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an
 188 annual flood insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for
 189 flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

190 **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN
 191 A FLOODPLAIN OR A WETLAND**

192 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of
 193 flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether
 194 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

195 **MUNICIPAL REPORT/CODE COMPLIANCE**

196 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of
 197 real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a
 198 statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at
 199 Seller's expense.

200 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance,
 201 Occupancy Permits, and any other documents/approvals required by applicable municipal code(s).

202 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**
 203 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

204 **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

205 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil
 206 tank on the Property that is not currently being used and:

207 Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

208 Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide
 209 written confirmation of the tank removal (e.g., paid invoice) no later than closing.

210 See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf>

211 **CAUTION: Lines 205-210 do not apply to residential buildings with more than two dwelling units.**

SURVEY, LOT LINE AND BOUNDARY DISCLOSURES

NOTE: Digital or online GIS and GPS mapping apps or programs, may not be accurate and are no substitute for an actual survey of the Property lot lines.

If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or Subdivision Plat and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary exception in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the title company clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title commitment.

 MAPS AND SURVEYS **CHECK ALL THAT ARE APPLICABLE**

CAUTION: Consider cost and need for map features before selecting them.

PREVIOUS SURVEY MAP: Buyer acknowledges receiving a copy of a **(Boundary) (Certified)** **STRIKE ONE** Survey Map prepared on _____ (Date) by _____

_____, (Name of Surveying Company)

that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

SUBDIVISION PLAT: Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location of boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors should be verified by an appropriate expert (i.e. surveyor, engineer) if material to Buyer.

BOUNDARY SURVEY MAP: This Offer is contingent upon **(Buyer obtaining) (Seller providing)** **STRIKE ONE**

("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within _____ days after acceptance of this Offer, at **(Buyer's) (Seller's)** **STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal description of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible encroachments that affect the Property boundary, the location of buildings, if any, and also include:

easements

improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)

a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception in the title policy.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 232 above, delivers to Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by delivering a written notice of termination to Seller.

 WAIVER OF SURVEY CONTINGENCY

Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey contingency in this Offer.

ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS

Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use or value of the Property by influencing future development (residential, commercial, transit systems, storm water management system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning and building restrictions and may have a Comprehensive Plan.

NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS

Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property. Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP restrictions, potential future annexations and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace, enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless otherwise agreed to in writing.

269 **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL**
 270 **USE PERMIT RESTRICTIONS**

271 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s)
 272 fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and
 273 whether the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a
 274 result thereof. Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP
 275 restrictions on the Property.

276 **SHORELAND ZONING AND PIER REGULATIONS**

277 Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning
 278 standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to
 279 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the
 280 ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater,
 281 and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may
 282 require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing
 283 mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A
 284 permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier
 285 interferes with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1,
 286 2012, that the pier is detrimental to the public interest, most piers installed prior to April 17, 2012 are grandfathered.
 287 Wis. Stat. § 30.12(1k)(b).

288 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland
 289 zoning or pier regulations are consistent with Buyer's intended use of the Property. Buyer is encouraged to consult with an
 290 attorney to assist in making such determination. For more information Buyer should contact the county zoning office or visit
 291 <http://www.dnr.wi.gov>

292 Within _____ days ("7" if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to
 293 Seller written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future
 294 regulations and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are
 295 to be paid by Buyer, unless otherwise agreed to in writing.

296 **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

297 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.
 298 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may
 299 affect the Property.

300 **HOME WARRANTY PLAN**

301 A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property
 302 qualifies for the warranty plan.

303 The cost of the home warranty shall not exceed \$ _____ and will be paid by (Buyer) (Seller) **STRIKE ONE**
 304 ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (cooperating) **STRIKE ONE** ("listing"
 305 if neither is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered
 306 under the warranty plan.

307 **WAIVER OF HOME WARRANTY**

308 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the
 309 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

310 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

311 **DISCLOSURE OF LICENSURE:** The Parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with
 312 _____ and is acting as a
 313 principal in this transaction with the consent of all Parties.

314 **LICENSEE RELATED TO BUYER/SELLER:** Licensee, _____ (Name),
 315 is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an
 316 immediate family member with the consent of all Parties.

317 **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, _____
 318 (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership,
 319 corporation, etc.) _____
 320 and is acting as a real estate agent on behalf of this entity with the consent of all Parties.

321 **PERSONAL PROPERTY**

322 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,
 323 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise
 324 disclosed. No warranties or representations regarding condition survive the closing of this transaction.

325 **BUYER'S TITLE**

326 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits
327 real estate licensees from advising buyers how title should be taken.

328 **SHARED DRIVEWAY**

329 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer
330 a copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the
331 Parties to the agreement share equally in the rights and obligations related to the shared driveway, including use and
332 maintenance. Buyer shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing
333 Buyer's specific objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's
334 Notice to Seller to cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is
335 unable to timely cure Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If
336 the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

337 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

338 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds
339 acceptable. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or
340 building materials and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be
341 satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public
342 transportation, airport overlay restrictions, airport noise, gun range noise, traffic noise, special health concerns of family
343 members, vehicle, train/railroad or boat traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms,
344 invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills and/or quarries, parks, fair
345 grounds, outdoor festival venues, public trails, possible future assessments for public improvements and other conditions. Buyer
346 acknowledges that Buyer has made such independent inquires as Buyer deemed necessary concerning material factors. Buyer
347 acknowledges that Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding
348 conditions or occurrences affecting the Property or transaction unless such statements or representations are contained in this
349 Offer, are incorporated by reference into this Offer or have otherwise been provided to the Buyer in writing.

350 **INCLUSION OF OPTIONAL PROVISIONS**

351 For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or
352 struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate
353 box also was marked, thereby including said optional provision with the Offer.

354 **ACKNOWLEDGEMENT OF TERMS**

355 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials
356 shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

357 **CONFLICTING PROVISIONS**

358 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the
359 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the Parties. The
360 prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and
361 time in the Offer to Purchase are met. **NOTE: An executed FHA, VA or USDA Amendment will supersede this clause.**

362 **ADDITIONAL PROVISIONS/CONTINGENCIES**

363 _____
364 _____
365 _____
366 _____
367 _____
368 _____

369 **READING / UNDERSTANDING:**

370 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.
371 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**
372 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**
373 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO**
374 **CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS**
375 **OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

376 (X) _____ (X) _____
377 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲
378 (X) _____ (X) _____
379 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲