

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

United Country Oakwood Realty, LLC

DISCLOSURE OF MATERIAL ADVERSE FACTS

I am licensed in the state of Wisconsin as a real estate broker/~~salesperson~~ **STRIKE ONE**. Wisconsin law, per Wis. Stat. § 452.133 and Wis. Admin. Code § REEB 24.07(2)-(3), requires real estate licensees to make prompt written disclosures to buyers and sellers regarding material adverse facts and regarding information suggesting the possibility of material adverse facts. In other words, the law says that I should make sure you know about certain possible problems that have not yet been reported to you by the other parties, licensees or professional inspectors.

An adverse fact is a condition or occurrence that is generally recognized by a competent real estate licensee as having a significant, adverse affect on the value of the property, as significantly reducing the structural integrity of the property, or as presenting a significant health risk to the property's occupants. An adverse fact also includes information that indicates that a party is not able or does not intend to fulfill his or her contractual obligations under the offer to purchase or other contract.

An adverse fact is material if a party indicates it is significant to them, or if it is generally recognized by a competent real estate licensee as being significant to a reasonable party, to the extent that it would impact whether or not the party enters into an offer to purchase or the party's decision about what terms and conditions should be in such a contract.

As a Wisconsin real estate licensee, I am thereby obligated by law to disclose the following information indicating a material adverse fact or suggesting the possibility of a material adverse fact: _____

See attached Addendum Z

(Plainly state only the facts without drawing conclusions or making predictions. Attach supporting reports and documentation.)

It is recommended that the sellers and buyers in this transaction obtain professional assistance to conduct appropriate property inspections, testing and other investigations regarding this information. The licensees in this transaction will draft inspection, testing or investigation contingencies, amendments, notices and other documents pertaining to the offer to purchase as directed by the parties.

Sellers and buyers should contact their attorneys with any questions concerning their legal rights and obligations.

Daniel Kiedinger, Broker

Licensee Signature ▲

Daniel J Kiedinger

Print Licensee Name Here ▲

12/16/24

United Country Oakwood Realty LLC

Broker/Firm Name ▲

Date ▲

By initialing and dating below, I acknowledge that I have received and read this disclosure form.

Party Initials ▲

Date ▲

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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.

Addendum Z (Broker Disclosure & Information)

- 1) Seller will be entering into a 1031 exchange for a portion of the proceeds. Seller has already identified the property he will be purchasing.
- 2) The seller has an accepted offer on a replacement property, the sale of these 22-acres on Grimm Rd is contingent upon the seller being able to close on this replacement property.
- 3) Regarding the Ag land on the property, there is a handshake agreement in place with a farmer...he gets to farm the ag land in the back and in exchange the farmer mows the lawn in the front.
- 4) The neighbor to the north has an easement from Subara Rd identified as "Easement A" on the attached Vernon County Plat of Survey. The purpose of the easement stated on the attached Vernon County Plat of survey is for "Ingress & Egress". (See Attached)
- 5) There are wetlands on the property. See attached wetlands map. Addendum W is added as an option for a buyer to incorporate into an offer. (See Attached)
- 6) A shoreland zoning and potential shoreland zoning aerial is attached. (See Attached) If there are any questions regarding building within a shoreland or potential shoreland zoning area, questions can be directed to Vernon County zoning at: (608) 637-5270 or vernonctyzoning@vernoncounty.org
- 7) There is a snowmobile trail going through the property. The seller explains that it is a handshake agreement and can be removed if a new buyer no longer wants it running through the property.

Easement "A"

RECEIVED FOR FILING
VERNON COUNTY SURVEYOR

VERNON COUNTY PLAT OF SURVEY

SURVEY PREPARED FOR:
MR. ASHLEY THAYER
PROPERTY ADDRESS:
5 1718 SUBERA ROAD
HILLSBORO, WI 54634

11/6/18

BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, AND AN EASEMENT LOCATED IN PART OF LOT 1 OF VERNON COUNTY CERTIFIED SURVEY MAP NUMBER 711 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, ALL IN TOWN 14 NORTH, RANGE 1 EAST, TOWNSHIP OF HILLSBORO, VERNON COUNTY, WISCONSIN

SURVEY PREPARED BY:
WALSH SURVEYING & MAPPING
CONSULTING, LLC PO BOX 486 RICHLAND CENTER WI 53581
608-363-1601 (O) 608-347-8307 (M) www.walshsurveying.com



SURVEYORS CERTIFICATE
I, SLAN M WALSH, WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 8268, DO HEREBY CERTIFY:
THAT I HAVE MADE THIS SURVEY AT THE DIRECTION OF ASHLEY THAYER, PROPOSED PURCHASER OF THE LANDS SHOWN HERE.
THAT I HAVE MADE THIS SURVEY IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 19.47 OF THE WISCONSIN ADMINISTRATIVE CODE.
THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AND TRUE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.
FIELD WORK COMPLETED 01/14/18

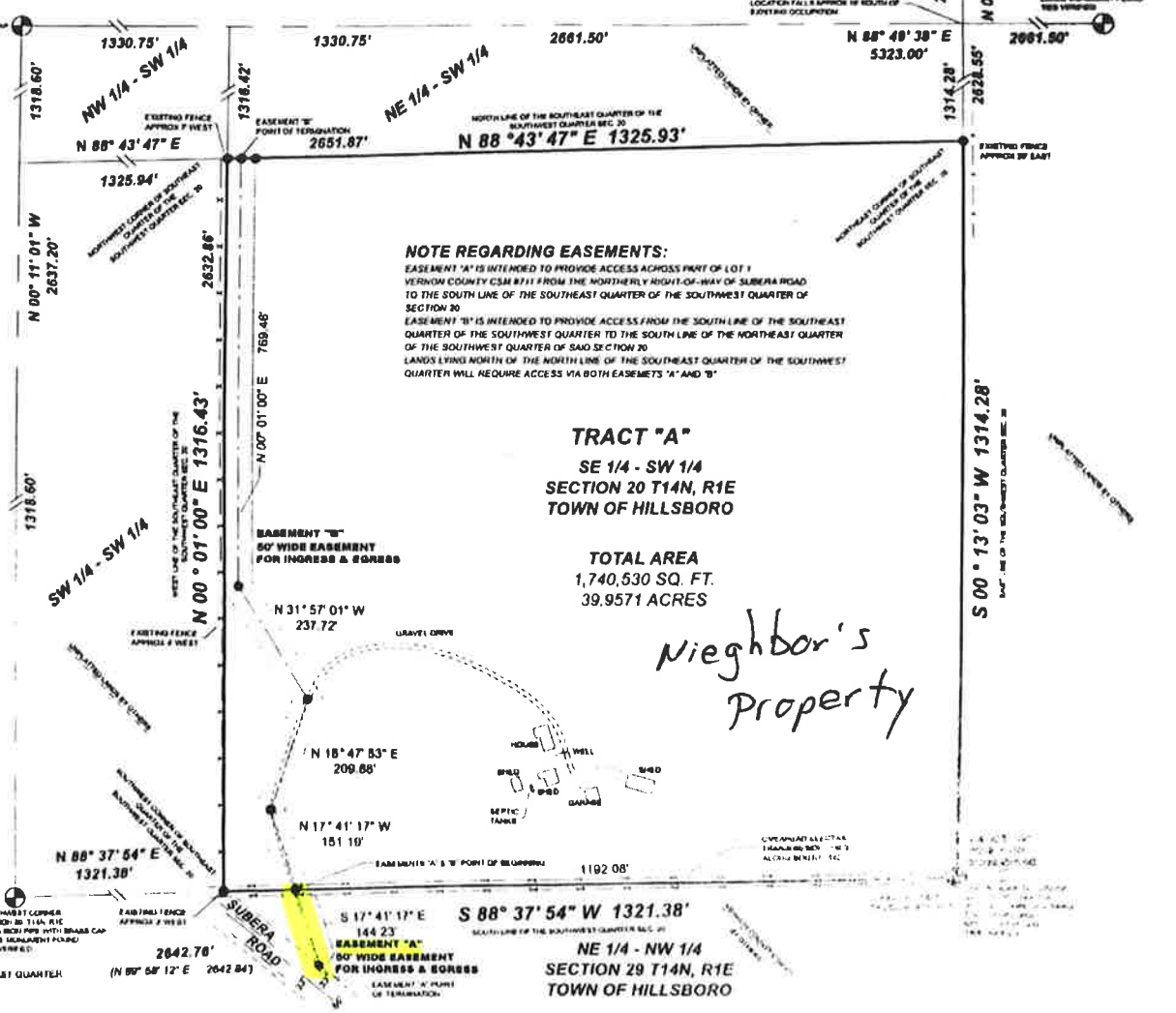
LEGEND:
● INDICATES 3/4" X 1/8" IRON REBAR, HEIGHT 1.6 LBSP1 PLAZED BY THIS SURVEY (000.00) DIMENSIONS IN PARENTHESES ARE, AS PREVIOUSLY RECORDED / DESCRIBED.
--- EXISTING FENCE LINE



DESCRIPTION TRACT "A":
BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWN 14 NORTH, RANGE 1 EAST, TOWNSHIP OF HILLSBORO, VERNON COUNTY, WISCONSIN DESCRIBED HEREINAFTER.
BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 20 THENCE SOUTH 88° 37' 54" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER 1321.38 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER THENCE NORTH 00° 01' 00" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 1316.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER THENCE NORTH 88° 43' 47" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 1325.94 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER THENCE SOUTH 00° 13' 03" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 1314.28 FEET TO THE SOUTH QUARTER CORNER OF SECTION 20 AND THE POINT OF BEGINNING.

EASEMENT "A" DESCRIPTION:
A 60' WIDE EASEMENT FOR INGRESS AND EGRESS BEING PART OF LOT 1 OF VERNON COUNTY CERTIFIED SURVEY MAP NUMBER 711 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWN 14 NORTH, RANGE 1 EAST, TOWNSHIP OF HILLSBORO, VERNON COUNTY WISCONSIN THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 20 THENCE SOUTH 88° 37' 54" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER 1321.38 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING PRIVATE DRIVE AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 60' WIDE EASEMENT DESCRIBED AS FOLLOWS:
THENCE SOUTH 17° 41' 17" EAST 144.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF SUBERA ROAD AND THE POINT OF TERMINATION OF SAID EASEMENT CENTERLINE.

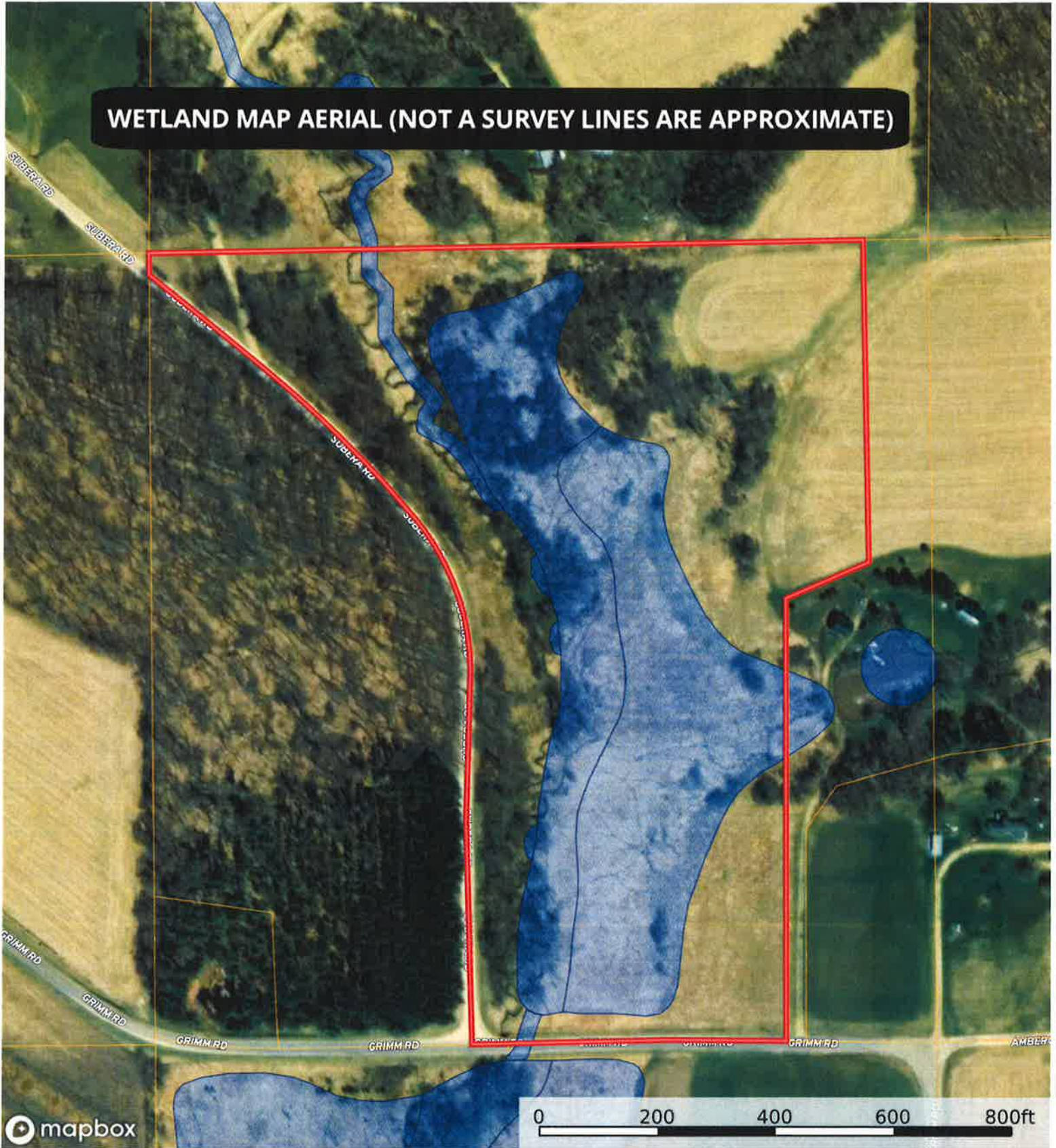
EASEMENT "B" DESCRIPTION:
A 60' WIDE EASEMENT FOR INGRESS AND EGRESS BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWN 14 NORTH, RANGE 1 EAST, TOWNSHIP OF HILLSBORO, VERNON COUNTY WISCONSIN THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 20 THENCE SOUTH 88° 37' 54" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER 1321.38 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING PRIVATE DRIVE AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 60' WIDE EASEMENT DESCRIBED AS FOLLOWS:
THENCE SOUTH 17° 41' 17" EAST 144.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF SUBERA ROAD AND THE POINT OF TERMINATION OF SAID EASEMENT CENTERLINE.



22 Acres Grimm Rd

Wisconsin, 22 AC +/-

WETLAND MAP AERIAL (NOT A SURVEY LINES ARE APPROXIMATE)



- Boundary
- Wetlands
- Riparian

ADDENDUM W - WETLANDS

USE FOR SALE OR LEASE OF PROPERTY THAT CONTAINS OR MAY CONTAIN WETLANDS.

1 This Addendum is attached to and made part of the Offer to Purchase/Lease dated _____, made by the Buyer,
 2 _____ with respect to the property at
 3 _____, Wisconsin (Property).

4 ■ **WETLANDS NOTICE:** It is in the Buyer's best interest to determine if the Property contains wetlands **prior** to the purchase
 5 or lease of the Property because wetlands are not suitable for development and not easily identifiable. Professional
 6 assistance is often needed to verify the presence or absence of wetlands.

7 **Wisconsin Wetlands.** Wetlands may be perceived as an amenity or a liability depending upon the desired use of the
 8 property, however all wetlands provide important ecological functions. Wisconsin has many types of wetlands including
 9 marshes, meadows, wooded swamps, bogs, fens and others. Descriptions and photographs can be found at
 10 <https://www.wisconsinwetlands.org/learn/about-wetlands/>.

11 Wetland Confirmation, Wetland Identification, Assured Delineation Report Submittal, and Wetland Exemption Service are all
 12 Wisconsin Department of Natural Resources (DNR) services relating to wetlands, property purchases and permitting, go to
 13 <https://dnr.wisconsin.gov/topic/Wetlands/identification.html> to learn more.

14 **Wetlands Confirmation.** Buyer can review maps and other resources for locating Wetlands at
 15 <https://dnr.wisconsin.gov/topic/Wetlands/locating.html>.

16 **Wetlands Identification Program.** The DNR Wetland Identification Program is a service that identifies approximate wetland
 17 boundaries but does not provide a quantifiable extent of wetlands on the property and is not suitable for permit applications
 18 or crediting per lines 44-45 of the Wetland Evaluation Contingency. See
 19 <https://dnr.wisconsin.gov/topic/Wetlands/identification.html>.

20 **Permitting.** State and federal laws generally require permits before wetlands can be built upon or impacted.
 21 • State wetland permit requirements and exemption information from the Wisconsin DNR can be found at
 22 <https://dnr.wisconsin.gov/topic/Wetlands/permits>.
 23 • Federal wetland permit information from the U.S. Army Corps of Engineers can be found at
 24 <https://www.mvp.usace.army.mil/Missions/Regulatory/Permitting-Process-Procedures/>.
 25 • Also, check for local permits.

26 **NOTE: Not all projects will be eligible for permits.**
 27 Construction in wetlands without permits will result in enforcement action, which may include removal of structures, wetland
 28 restoration, and potential fines.

29 ■ **PROPERTY INFORMATION** COMPLETE AS APPLICABLE

- 30 1. Seller (has)(has not) STRIKE ONE disclosed that the Property or any portion of the Property contains wetlands.
 31 2. The Property (does)(does not) STRIKE ONE include lakes, ponds, streams, or drainage ditches.
 32 3. The Property (does)(does not) STRIKE ONE include standing water or areas where water collects at or near the soil
 33 surface between March-November in most years.

34 **NOTE: Seller's lack of knowledge does not confirm the absence of wetlands.**

35 INCLUSION OF THE WETLAND EVALUATION CONTINGENCY The Wetland Evaluation Contingency is part of this
 36 Addendum ONLY if the box is marked such as with an "X." It is not part of this Addendum if marked "N/A" or left blank.

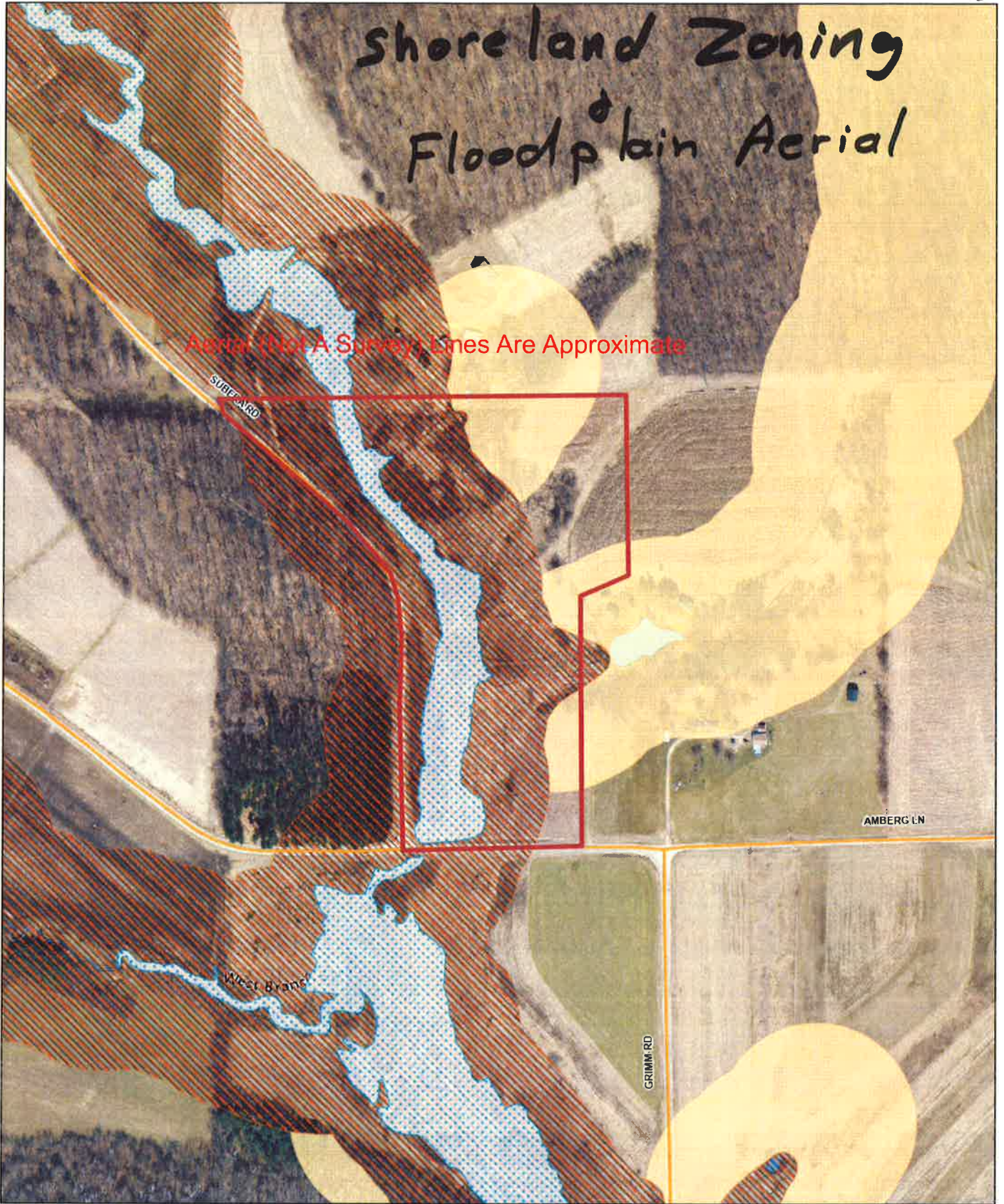
37 **NOTE: Consider whether the deadline on line 40 provides adequate time if the Buyer is obtaining a wetland
 38 delineation report, since generally wetland delineations cannot be confirmed by the DNR in winter months.**

39 **WETLAND EVALUATION CONTINGENCY:** This Offer is contingent upon Buyer obtaining a written report that
 40 determines if there are wetlands at the Property within _____ days ("60" if left blank) of acceptance of this Offer. Buyer shall
 41 arrange for a wetland professional to conduct an on-site evaluation of the Property and prepare a written report, at Buyer's
 42 cost, unless otherwise agreed in writing. This contingency shall be deemed satisfied unless Buyer delivers a copy of a wetland
 43 confirmation or delineation report to Seller that shows the presence of wetlands on the property, within _____ days ("10"
 44 if left blank) of the deadline for Buyer obtaining said report. If the report shows wetlands on the Property (Seller shall provide
 45 Buyer with a credit of \$ _____/wetland acre at closing) (Buyer may rescind
 46 this Offer) (_____) STRIKE AND COMPLETE AS APPLICABLE.

47 By initialing and dating below, the Parties acknowledge that they have received and read a copy of this Addendum.

48 _____
 49 Buyer(s) Initials ▲ Date ▲ Seller(s) Initials ▲ Date ▲

This Addendum W was developed in cooperation with the Department of Natural Resources.
 Drafted by: Attorney Thomas Larson, Wisconsin REALTORS® Association (2021)
 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.



12/3/2024, 11:14:52 AM



Local Roads

-  Town Roads
-  Road Labels




Shoreland Zoning

-  Potential Shoreland Protection Zone
-  Shoreland Protection Zone
-  FIRM Map Panel Index

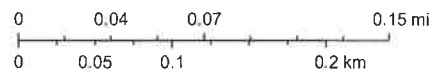
Flood Hazard Areas

-  A - No Base Flood Elev. Determined
-  X - Non Flood Areas

Boundaries

-  Town
-  Water
-  Perennial Streams & Rivers

1:4,514



Land Information Office Vernon County, WI, Land Information Office Vernon County, WI,