

**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 § RL 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 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.

  
 Licensee Signature ▲

Dan Kiedinger United Country-Oakwood  
 Print Licensee Name Here ▲

United Country Oakwood Realty, LLC  
 Broker/Firm Name ▲

August 25, 2023  
 Date ▲

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

\_\_\_\_\_  
 Party Initials ▲

\_\_\_\_\_  
 Date ▲

Copyright © 2009 Wisconsin REALTORS® Association; 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.

## Addendum Z

- 1) The sellers will be retaining approximately 8 acres in the NW corner of the property. The current survey has the property at 118.03 acres. The property being listed is approximately 110.03 acres. Approximately 3-4 acres of MFL land will be part of the 8 acres the sellers are retaining according to Joel Jepsen of the Wisconsin DNR. This will leave approximately 68-69 acre of MFL land and a new MFL map will be created by Joel Jepsen. Please feel free to call Joel Jepsen at 608.606.5974 with any MFL questions.
- 2) The in-floor basement heat is not hooked up to a heat source. One section of the basement was designed not to have in-floor heat so it could be used as a cool storage area.
- 3) There is a snowmobile trail that runs along the valley of the property.
- 4) The property is zoned Farmland Preservation.
- 5) There is potential shoreland zoning on the property.
- 6) Not included in the sale: Dust collection system and shelving in shop, rhubarb plants in garden, coat hook cubbies in mudroom, wiFi system, all fruits and vegetables produced by perennial vegetable garden
- 7) The sellers have a verbal agreement with the neighbors across the street (Howard and Barbara Lindgren) to use part of the lower shed in exchange for mowing around the sheds which could be revoked by new buyers.