

Whitewater CDA –Board of Directors  
Thursday, April 25, 2019 at 5:30 p.m. – Amended\*  
Innovation Center, Room 105  
1221 Innovation Drive  
Whitewater, WI 53190

\* Amended Agenda-April 24, 2019 - Adding Item 11 A under closed session

1. Call to order and roll call.
2. HEARING OF CITIZEN COMMENTS. *No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*
3. Approval of Agenda.
4. Approval of Minutes – March 28, 2019
5. Acceptance of Financial Statements – March 2019

**Old Business:**

6. Update regarding status of grocery store recruitment.

**New Business:**

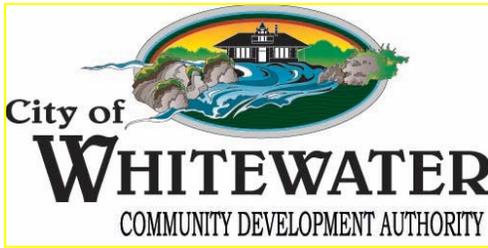
7. GO WW Now (Jeff Knight)
8. Truck traffic reroute during Milwaukee St reconstruction project (Brad Marquardt)
9. Review of existing listing contracts for Business and Technology Park lots
10. CDA Director Update on Development Activities.
11. Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business , whenever competitive or bargaining reasons require a closed session c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.”

**A. Consider request for assistance from Blue Line Battery.**

12. Reconvene into open session to take action on closed session items as needed.
13. Future Agenda Referrals
  - Marketing Business and Tech Park for medical facilities (May)
  - Future of CDBG Economic Development Revolving Loan Fund (May)
  - Future of Tax Incremental Financing in Whitewater (June)
14. Adjourn

*It is possible that a quorum of Common Council and Technology Park Board members may attend this meeting. Even if a quorum is present, no Common Council and/or Technology Park Board business will be conducted at this meeting.*

*Anyone requiring special arrangements is asked to call the office of the City Manager/ City Clerk at least 24 hours prior to the meeting.*



**Whitewater CDA –Board of Directors**  
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City Manager/ City Clerk at least 24 hours prior to the meeting.*

**Community Development Authority of the City of Whitewater, Wisconsin  
Meeting Minutes - Board of Directors  
March 28, 2019**

**1. Call to order and roll call.**

The meeting was called to order by Larry Kachel (Chair) at 5:30 p.m. at the Innovation Center, Room 105, located at 1221 Innovation Drive, Whitewater, WI 53190.

Present: Kachel, Grady, Parker, Stanek, Meyer, Allen

Absent: Henry (arrived at 6:22 p.m.)

Staff Present: Dave Carlson (CDA Executive Director); Bonnie Miller (CDA Executive Assistant)

**2. HEARING OF CITIZEN COMMENTS.** *No formal CDA action will be taken during this meeting, although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*

None.

**3. Approval of Agenda.**

Motion to approve Agenda.

Allen (1); Grady (2)

Aye: All by voice vote (6)

Nay: None.

**4. Approval of Minutes.**

Motion to approve February 28, 2019 Minutes (as Amended to reflect citizen comments at Item 2).

Allen (1); Grady (2)

Aye: All by voice vote (6)

Nay: None

**5. Acceptance of Financial Statements (February 28, 2019).**

Motion to approve February 2019 financial statements.

Allen (1); Grady (2)

Aye: All by voice vote (6)

Nay: None

Carlson reviewed status of fund balances, including discussion of future transfer of CDBG Checking Funds to the State and options the CDA has under the new regulations for possible availability of funds for future development projects (i.e. infrastructure improvements, new development projects, etc.). Under the revised program guidelines, underwriting of future loans would be done at the State level.

**Old Business:**

- 6. Update regarding status of grocery store recruitment.** Carlson provided an update on the general status of ongoing efforts to recruit a grocery store. Carlson is in active discussions on three separate and distinct proposals which would include a grocery store. Two of the prospects are looking at City-owned property at the roundabout on the East side of the City, and a third is looking at privately owned land on the West side of the City. Carlson is working with the City

Council to establish an updated “asking price” for the available City-owned properties with a goal to list the properties with a real estate broker by the end of April.

**New Business:**

**7. Approve Cash Rent Farm Lease for 2019 crop year with Timothy and Rachel Keil.**

Motion to approve Amendment to Cash Rent Farm Lease, including revised Map, to include an additional 7.58 acres of tillable land located in the Technology Park to the existing Lease.

Allen (1); Parker (2)

Aye: All by voice vote (6)

Nay: None

**8. CDA Director Update on Development Activities.** Carlson has been working on reporting requirements regarding the Capital Catalyst Program Funding.

**9. Motion to adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business , whenever competitive or bargaining reasons require a closed session. Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.”**

- A. Update on negotiations with potential retail, manufacturing and other businesses that are considering locating or expanding in the City of Whitewater and may be requesting City of Whitewater related financial assistance or concessions.**
- B. Consideration and discussion of Capital Catalyst Fund Grant and Loan Request for RecruitChute.**
- C. Discussion of Memorandum of Understanding with DP Electronics.**
- D. Negotiation of sale of city-owned property near roundabout.**

Motion to adjourn to closed session.

Kachel (1); Allen (2)

Aye: Allen, Grady, Stanek, Kachel, Parker, Meyer (6)

Nay: None

[Donna Henry arrived at approximately 6:22 p.m.]

Motion to reconvene into open session to take action on closed session items as needed.

Allen (1); Meyer (2)

Aye: All by voice vote (7)

Motion to authorize Carlson and Kachel to execute and deliver a Secured Promissory Note in the sum of \$50,000 as a Capital Catalyst loan to RecruitShute for a term of four (4) years at a rate of interest of four percent (4.0%) per annum, with the understanding that, provided all other terms and conditions of the Promissory Note are satisfied, if the sum of \$40,000 of principal plus accrued interest is paid by the final maturity date of the Note, the remaining \$10,000 principal balance of the loan would be forgiven.

Allen (1), Henry (2).

Aye: Henry, Kachel, Parker, Grady, Stanek, Meyer, Allen (7)

Nay: None.

Motion to approve a Memorandum of Understanding to reaffirm the intent and terms of the previous commitment between the City and CDA to sell 10 acres of vacant owned land located in the Technology Park to DP Electronic Recycling approximately for the sum of

\$1.00 to develop and construct a 100,000 square-foot recycling facility on the property, which will create approximately 80 full-time jobs, conditioned upon repayment by DP Electronic Recycling to the CDA approximately \$86,000 of outstanding loans from the CDA to DP Electronic Recycling.

Allen (1); Parker (2).

Aye: Henry, Kachel, Parker, Grady, Stanek, Meyer, Allen (7).

Nay: None.

- 10. Future Agenda Items:** Presentation by Jeff Knight regarding status of Go WW Now initiative (Carlson); continue discussion of changes to CDBG Loan Program and next steps (Meyer); review Real Estate Listing Contracts (Parker); discussion of renewed efforts to recruit possible medical facility locating in the Business and Technology Park (Allen).

Motion to adjourn at 7:20 p.m.

Allen (1); Parker (2)

Aye: All by voice vote (7)

Nay: None

Minutes approved at Board Meeting on \_\_\_\_\_.

Respectfully submitted,

Bonnie L. Miller, Recorder

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2019**

**CDA FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
900-48100-56 INTEREST INCOME	36.98	110.76	500.00	389.24	22.2
TOTAL MISCELLANEOUS REVENUE	36.98	110.76	500.00	389.24	22.2
<u>OTHER FINANCING SOURCES</u>					
900-49262-56 TRANSFER-TID #4-ADMINISTRATION	.00	75,000.00	75,000.00	.00	100.0
900-49263-56 TRANSFER-TID #6-ADMINISTRATION	.00	25,000.00	25,000.00	.00	100.0
900-49290-56 GENERAL FUND TRANSFER	.00	.00	79,122.00	79,122.00	.0
TOTAL OTHER FINANCING SOURCES	.00	100,000.00	179,122.00	79,122.00	55.8
TOTAL FUND REVENUE	36.98	100,110.76	179,622.00	79,511.24	55.7

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2019**

**CDA FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>					
900-56500-111 SALARIES	5,951.54	15,465.25	73,797.00	58,331.75	21.0
900-56500-115 WAGES/PART-TIME/PERMANENT	1,646.62	4,091.90	20,509.00	16,417.10	20.0
900-56500-151 FRINGE BENEFITS	949.42	2,759.27	17,423.00	14,663.73	15.8
900-56500-210 PROFESSIONAL DEVELOPMENT	.00	1,330.00	5,000.00	3,670.00	26.6
900-56500-212 LEGAL SERVICES	364.00	364.00	10,500.00	10,136.00	3.5
900-56500-215 PROFESSIONAL SERVICES	300.00	300.00	4,000.00	3,700.00	7.5
900-56500-219 AUDIT FEES	.00	.00	4,000.00	4,000.00	.0
900-56500-222 COUNTY/REGIONAL ECON DEV	.00	8,955.00	10,000.00	1,045.00	89.6
900-56500-223 MARKETING	163.71	316.71	27,000.00	26,683.29	1.2
900-56500-224 SOFTWARE/HARDWARE MAINTENANCE	455.59	613.84	328.00	( 285.84)	187.2
900-56500-225 TELECOM/INTERNET/COMMUNICATION	51.85	403.17	1,291.00	887.83	31.2
900-56500-310 OFFICE & OPERATING SUPPLIES	90.24	101.60	474.00	372.40	21.4
900-56500-311 POSTAGE	15.09	15.09	200.00	184.91	7.6
900-56500-321 SUBSCRIPTIONS & BOOKS	2.99	477.39	100.00	( 377.39)	477.4
900-56500-330 TRAVEL EXPENSE	283.50	2,393.46	5,000.00	2,606.54	47.9
<b>TOTAL CDA</b>	<b>10,274.55</b>	<b>37,586.68</b>	<b>179,622.00</b>	<b>142,035.32</b>	<b>20.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,274.55</b>	<b>37,586.68</b>	<b>179,622.00</b>	<b>142,035.32</b>	<b>20.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 10,237.57)</b>	<b>62,524.08</b>	<b>.00</b>	<b>( 62,524.08)</b>	<b>.0</b>

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2019**

**CDA PROGRAMS FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDGB LOAN REVENUE</u>					
910-41008-00	CDBG INT-SWEETSPOT-\$41,360	23.95	77.72	.00 ( 77.72)	.0
910-41013-00	CDBG INT-LEARNING DEPOT	177.21	536.82	.00 ( 536.82)	.0
910-41023-00	CDBG INT-BIKEWISE-\$62,600-4%	.00	102.48	.00 ( 102.48)	.0
910-41024-00	CDBG INT-IBUTTONLINK	128.95	399.51	.00 ( 399.51)	.0
910-41025-00	CDBG INT-V2 LEAGUE-\$51,560	130.14	394.80	.00 ( 394.80)	.0
	<b>TOTAL CDGB LOAN REVENUE</b>	<b>460.25</b>	<b>1,511.33</b>	<b>.00 ( 1,511.33)</b>	<b>.0</b>
<u>CAPITAL CAT-SEED FUND REV</u>					
910-43013-00	CAPCAT INT-POLCO 103500	.00	830.56	.00 ( 830.56)	.0
	<b>TOTAL CAPITAL CAT-SEED FUND REV</b>	<b>.00</b>	<b>830.56</b>	<b>.00 ( 830.56)</b>	<b>.0</b>
<u>MISCELLANEOUS REVENUE</u>					
910-48101-00	INTEREST INC-BUS DEV-101 127	731.86	2,093.17	.00 ( 2,093.17)	.0
910-48102-00	INTEREST INC-ECON DEV 101 020	807.11	2,380.32	.00 ( 2,380.32)	.0
910-48103-00	INTEREST INCOME-FACADE	339.49	1,009.07	.00 ( 1,009.07)	.0
910-48104-00	INTEREST INCOME-HOUSING	8.98	29.17	.00 ( 29.17)	.0
910-48105-00	INTEREST INC-ED DEV 102 023	30.01	89.19	.00 ( 89.19)	.0
910-48106-00	INT INC-MORAIN VIEW 101 282	5.46	16.24	.00 ( 16.24)	.0
910-48108-00	INTEREST INCOME-SEED FUND	243.91	264.28	.00 ( 264.28)	.0
910-48605-00	RENTAL INCOME-CROP LEASES	19,775.00	19,775.00	.00 ( 19,775.00)	.0
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>21,941.82</b>	<b>25,656.44</b>	<b>.00 ( 25,656.44)</b>	<b>.0</b>
<u>OTHER FINANCING SOURCES</u>					
910-49300-56	FUND BALANCE APPLIED	.00	.00	250,000.00 250,000.00	.0
910-49920-00	TRANS-CITY-TID#4-TO CDA ASSETS	.00	.00	( 250,000.00) ( 250,000.00)	.0
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>.00</b>	<b>.00</b>	<b>.00 .00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>22,402.07</b>	<b>27,998.33</b>	<b>.00 ( 27,998.33)</b>	<b>.0</b>

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2019**

**CDA PROGRAMS FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA PROGRAMS</u>					
910-56500-295 ADMINISTRATIVE EXPENSE	1,790.46	1,790.46	.00	( 1,790.46)	.0
TOTAL CDA PROGRAMS	1,790.46	1,790.46	.00	( 1,790.46)	.0
TOTAL FUND EXPENDITURES	1,790.46	1,790.46	.00	( 1,790.46)	.0
NET REVENUE OVER EXPENDITURES	20,611.61	26,207.87	.00	( 26,207.87)	.0

**CITY OF WHITEWATER  
BALANCE SHEET  
MARCH 31, 2019**

**CDA FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	5,839.84	( 10,274.55)	57,249.61	63,089.45
900-11200 GENERAL CHECKING-1ST-100-722	18,830.64	36.98	109.91	18,940.55
900-11300 INVESTMENTS	215.03	.00	.85	215.88
900-16500 PREPAID EXPENSE	1,744.96	.00	( 1,744.96)	.00
900-18400 OFFICE EQUIPMENT	6,990.00	.00	.00	6,990.00
900-19000 NET PENSION ASSETS-CDA	( 2,147.80)	.00	.00	( 2,147.80)
900-19020 DEF OUTFLOW-EXP/ACT-EXP-CDA	818.96	.00	.00	818.96
900-19030 DOR-CHANGES IN ASSUMPTIONS	2,245.61	.00	.00	2,245.61
900-19040 DEF OUTFLOW-EXP/ACT-INC-CDA	12,808.76	.00	.00	12,808.76
900-19060 DEF OUTFLOW-CHANGE-CDA	177.52	.00	.00	177.52
900-19120 CONTRIB AFTER MEASURE DATE-CDA	2,740.46	.00	.00	2,740.46
900-19999 PENSION CLEARING ACCT-CDA	( 3,215.47)	.00	.00	( 3,215.47)
<b>TOTAL ASSETS</b>	<b>47,048.51</b>	<b>( 10,237.57)</b>	<b>55,615.41</b>	<b>102,663.92</b>
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 ACCOUNTS PAYABLE	4,360.88	.00	( 4,360.88)	.00
900-21106 WAGES CLEARING	2,547.79	.00	( 2,547.79)	.00
900-22000 ACCUM DEPR - EQUIPMENT	6,267.54	.00	.00	6,267.54
900-29010 DIR-DIFF BETWEEN EXP & ACT EXP	6,754.65	.00	.00	6,754.65
900-29020 DIR NET DIF-PROJ & ACT PENSION	2,117.65	.00	.00	2,117.65
<b>TOTAL LIABILITIES</b>	<b>22,048.51</b>	<b>.00</b>	<b>( 6,908.67)</b>	<b>15,139.84</b>
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	25,000.00	.00	.00	25,000.00
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	( 10,237.57)	62,524.08	62,524.08
<b>BALANCE - CURRENT DATE</b>	<b>.00</b>	<b>( 10,237.57)</b>	<b>62,524.08</b>	<b>62,524.08</b>
<b>TOTAL FUND EQUITY</b>	<b>25,000.00</b>	<b>( 10,237.57)</b>	<b>62,524.08</b>	<b>87,524.08</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>47,048.51</b>	<b>( 10,237.57)</b>	<b>55,615.41</b>	<b>102,663.92</b>

**CITY OF WHITEWATER  
BALANCE SHEET  
MARCH 31, 2019**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE	
<u>ASSETS</u>					
910-11104	PROGRAM ADMIN CK-1ST-102-023	15,280.67	30.01	89.19	15,369.86
910-11106	MORAIN VIEW DEV-1ST-101-282	2,782.90	5.46	16.24	2,799.14
910-11500	CDBG-ECON DEV CHK-1ST-101-020	401,369.99	4,119.40	12,950.98	414,320.97
910-11600	CDBG-HOUSING CHK-PREM-XXX-601	33,427.19	( 1,781.48)	( 1,761.29)	31,665.90
910-11702	FACADE CKING-1ST CIT- 101 442	172,880.41	339.49	1,009.07	173,889.48
910-11800	UDAG-BUS DEV-BUS PARK-101-127	323,425.01	20,506.86	53,488.17	376,913.18
910-11900	CAP CAT-ASSOC BK 2173383734	52,067.08	243.91	62,592.98	114,660.06
910-12150	OTHER RECEIVABLES	31,620.00	.00	( 31,620.00)	.00
910-13002	CDBG LOAN-THERMODATA-\$100K	75,038.87	.00	.00	75,038.87
910-13009	CDBG LOAN-LEARNING DEPOT	54,199.68	( 520.84)	( 1,557.33)	52,642.35
910-13012	CDBG LOAN-SWEETSPOT-WEST-41360	8,794.71	( 619.37)	( 1,852.24)	6,942.47
910-13013	CDBG LOAN-IBUTTONLINK	41,216.74	( 1,272.70)	( 3,805.44)	37,411.30
910-13021	CDBG LOAN-BIKEWISE-\$62,600	30,743.09	.00	( 531.31)	30,211.78
910-13022	CDBG LOAN-EDVIEWRATE-\$102,510	102,510.00	.00	.00	102,510.00
910-13024	CDBG LOAN-MEEPER TECH-\$102,510	102,510.00	.00	.00	102,510.00
910-13025	CDBG LOAN-MOBILE MESH-\$102,510	102,510.00	.00	.00	102,510.00
910-13028	CDBG LOAN-V2 LEAGUE-\$51,560	39,917.21	( 439.13)	( 1,313.01)	38,604.20
910-13029	CDBG LOAN-MOBILE MESH-\$21,710	21,710.00	.00	.00	21,710.00
910-13030	CDBG LOAN-MEEPER-\$82,310	82,310.00	.00	.00	82,310.00
910-13033	CDGB LOAN-BLUE LINE \$41,460	41,460.00	.00	.00	41,460.00
910-13034	CDGB LOAN-BLUE LINE \$50,000	50,000.00	.00	.00	50,000.00
910-13999	CDBG LOAN-LOAN LOSS RESERVE	( 384,079.00)	.00	.00	( 384,079.00)
910-14000	CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001	CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003	CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006	CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009	CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011	CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013	CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016	CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025	CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026	CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14027	CDBG HOUSING-HO #1--2012	12,630.00	.00	.00	12,630.00
910-14030	CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031	CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14037	CDBG HOUSING-HO#11	14,671.00	.00	.00	14,671.00
910-14038	CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-15000	CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15001	CAP CAT-ROYALTY-DP ELECT-50K	51,500.00	.00	.00	51,500.00
910-15002	CAP CAT-ROYALTY-BOMBOARD-100K	104,300.00	.00	.00	104,300.00
910-15003	CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15004	CAP CAT-MEEPER TECH-\$102,000	102,000.00	.00	.00	102,000.00
910-15006	CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15007	CAP CAT-ROYAL-MOBILE MESH-102K	102,000.00	.00	.00	102,000.00
910-15010	CAP CAT-ROYAL-KALIBER-\$102,500	102,500.00	.00	.00	102,500.00
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15013	CAP CAT-ROYALTY-POLCO	61,498.14	( 61,498.14)	.00	.00
910-15014	CAP CAT-V2 LEAGUE-\$102,000	102,000.00	.00	.00	102,000.00
910-15015	CAP CAT-BLUELINE BATT-\$17,000	17,000.00	.00	.00	17,000.00
910-15016	CAP CAT-BLUELINE BATT-\$47,614	47,614.00	.00	.00	47,614.00
910-15999	CAP CAT-LOAN LOSS RESERVE	( 348,500.00)	.00	.00	( 348,500.00)
910-17000	UDAG-DP EL RECYCLE-34,600	34,600.00	.00	.00	34,600.00
910-17002	UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999	UDAG-LOAN LOSS RESERVE	( 47,100.00)	.00	.00	( 47,100.00)

**CITY OF WHITEWATER  
BALANCE SHEET  
MARCH 31, 2019**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
910-18000 ADVANCE TO TID #4	750,000.00	.00	.00	750,000.00
910-18350 LAND	275,171.53	.00	.00	275,171.53
910-18360 REAL ESTATE	6,087,994.00	.00	.00	6,087,994.00
<b>TOTAL ASSETS</b>	<b>9,437,967.13</b>	<b>20,611.61</b>	<b>26,207.87</b>	<b>9,464,175.00</b>
 <u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
910-22000 ACCUM DEPREC-BUILDING	730,559.28	.00	.00	730,559.28
<b>TOTAL LIABILITIES</b>	<b>730,559.28</b>	<b>.00</b>	<b>.00</b>	<b>730,559.28</b>
<u>FUND EQUITY</u>				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	8,186,496.55	.00	.00	8,186,496.55
910-35000 GENERAL LOAN LOSS RESERVE	64,095.93	.00	.00	64,095.93
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	20,611.61	26,207.87	26,207.87
<b>BALANCE - CURRENT DATE</b>	<b>.00</b>	<b>20,611.61</b>	<b>26,207.87</b>	<b>26,207.87</b>
<b>TOTAL FUND EQUITY</b>	<b>8,707,407.85</b>	<b>20,611.61</b>	<b>26,207.87</b>	<b>8,733,615.72</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>9,437,967.13</b>	<b>20,611.61</b>	<b>26,207.87</b>	<b>9,464,175.00</b>

ECONOMIC DEV--101-020--CBDG		ORIGINAL	02/28/2019			03/31/2019	03/31/2019			
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL BALANCE	DIFFERENCE	NOTES
910-13002	CDBG LOAN-THERMODATA-\$100K	\$102,567.50	\$75,038.87			\$0.00	\$75,038.87	\$75,038.87	\$0.00	
910-13009	CDBG LOAN-LEARNING DEPOT	\$101,925.00	\$53,163.19	\$ 520.84	\$ 177.21	\$698.05	\$52,642.35	\$52,642.35	\$0.00	
910-13012	CDBG LOAN-SWEETSPOT-WEST-41360	\$41,360.00	\$7,561.84	\$ 619.37	\$ 23.95	\$643.32	\$6,942.47	\$6,942.47	\$0.00	
910-13013	CDBG LOAN-IBUTTONLINK	\$102,544.00	\$38,684.00	\$ 1,272.70	\$ 128.95	\$1,401.65	\$37,411.30	\$37,411.30	\$0.00	
910-13018	CDBG LOAN-960 E MILWAUKEE LLC	\$204,611.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	
910-13021	CDBG LOAN-BIKEWISE-\$62,600	\$62,600.00	\$30,211.78			\$0.00	\$30,211.78	\$30,211.78	\$0.00	
910-13022	CDBG LOAN-EDVIEWRATE-\$102,510	\$102,510.00	\$102,510.00			\$0.00	\$102,510.00	\$102,510.00	\$0.00	Delq.-First pymt due 09-08-2015-No pymts to date
910-13024	CDBG LOAN-MEEPER TECH-\$102,510	\$102,510.00	\$102,510.00			\$0.00	\$102,510.00	\$102,510.00	\$0.00	Delq.-First pymt due 12-12-2016-No pymts to date
910-13025	CDBG LOAN-MOBILE MESH-\$102,510	\$102,510.00	\$102,510.00			\$0.00	\$102,510.00	\$102,510.00	\$0.00	Delq.-First pymt due 02-12-2016-No pymts to date
910-13026	CDBG LOAN-SOLOMO-\$102,510	\$102,510.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	Principle written off as bad debt as of 12-31-2018
910-13028	CDBG LOAN-V2 LEAGUE-\$51,560	\$51,560.00	\$39,043.33	\$ 439.13	\$ 130.14	\$569.27	\$38,604.20	\$38,604.20	\$0.00	
910-13029	CDBG LOAN-MOBILE MESH-\$21,710	\$21,710.00	\$21,710.00			\$0.00	\$21,710.00	\$21,710.00	\$0.00	Delq.-First pymt due 04-26-2017-No pymts to date
910-13030	CDBG LOAN-MEEPER-\$82,310	\$82,310.00	\$82,310.00			\$0.00	\$82,310.00	\$82,310.00	\$0.00	Delq.-First pymt due 04-26-2017-No pymts to date
910-13032	CDGB LOAN-JCIB-\$87,894	\$87,984.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	Principle written off as bad debt as of 12-31-2018
910-13033	CDGB LOAN-BLUE LINE \$41,460	\$41,460.00	\$41,460.00			\$0.00	\$41,460.00	\$41,460.00	\$0.00	
910-13034	CDGB LOAN-BLUE LINE \$50,000	\$50,000.00	\$50,000.00			\$0.00	\$50,000.00	\$50,000.00	\$0.00	
<b>TOTALS</b>		<b>\$1,360,671.50</b>	<b>\$746,713.01</b>	<b>\$ 2,852.04</b>	<b>\$ 460.25</b>	<b>\$3,312.29</b>	<b>\$743,860.97</b>	<b>\$743,860.97</b>	<b>\$0.00</b>	

UDAG-BUSINESS DEV-101-127		ORIGINAL	02/28/2019			03/31/2019	03/31/2019			
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance	DIFFERENCE	NOTES
910-17000	UDAG-DP EL RECYCLE-34,600	\$34,600.00	\$34,600.00			\$0.00	\$34,600.00	\$34,600.00	\$0.00	Delq from May 2014-no payments to date
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00			\$0.00	\$12,500.00	\$12,500.00	\$0.00	
<b>TOTALS</b>		<b>\$47,100.00</b>	<b>\$47,100.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$47,100.00</b>	<b>\$47,100.00</b>	<b>\$0.00</b>	

CAPITAL CATALYST-ASSOC BANK		ORIGINAL	02/28/2019			03/31/2019	03/31/2019			
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance	DIFFERENCE	NOTES
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00			\$0.00	\$102,500.00	\$102,500.00	\$0.00	interest only
910-15001	CAP CAT-ROYALTY-DP ELECT-50K	\$51,500.00	\$51,500.00			\$0.00	\$51,500.00	\$51,500.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15002	CAP CAT-ROYALTY-BOMBOARD-100K	\$104,300.00	\$104,300.00			\$0.00	\$104,300.00	\$104,300.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00			\$0.00	\$42,000.00	\$42,000.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15004	CAP CAT-MEEPER TECH-\$102,000	\$102,000.00	\$102,000.00			\$0.00	\$102,000.00	\$102,000.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15005	CAP CAT-SOLOMO-\$102,000	\$102,000.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	Principle written off as bad debt as of 12-31-2018
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00			\$0.00	\$27,500.00	\$27,500.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15007	CAP CAT-ROYAL-MOBILE MESH-102K	\$102,000.00	\$102,000.00			\$0.00	\$102,000.00	\$102,000.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15010	CAP CAT-ROYAL-KALIBER-\$102,500	\$102,500.00	\$102,500.00			\$0.00	\$102,500.00	\$102,500.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00			\$0.00	\$97,500.00	\$97,500.00	\$0.00	annual net revenue royalty-first payment due October 2016
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00			\$0.00	\$77,500.00	\$77,500.00	\$0.00	First payment received 08-21-2018
910-15013	CAP CAT-ROYALTY-POLCO	\$30,000.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	Loan Paid off 02-12-2019
910-15014	CAP CAT-V2 LEAGUE-\$102,000	\$102,000.00	\$102,000.00			\$0.00	\$102,000.00	\$102,000.00	\$0.00	annual net revenue royalty-no payments have been received.
910-15015	CAP CAT-BLUELINE BATT-\$17,000	\$15,000.00	\$17,000.00			\$0.00	\$17,000.00	\$17,000.00	\$0.00	
910-15016	CAP CAT-BLUELINE BATT-\$47,614	\$47,614.00	\$47,614.00			\$0.00	\$47,614.00	\$47,614.00	\$0.00	
<b>TOTALS</b>		<b>\$1,105,914.00</b>	<b>\$975,914.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$975,914.00</b>	<b>\$975,914.00</b>	<b>\$0.00</b>	NOTES

Advance to TID #4		ORIGINAL	02/28/2019			03/31/2019	03/31/2019			
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance	DIFFERENCE	NOTES
910-18000	ADVANCE TO TID #4	\$750,000.00	\$750,000.00			\$0.00	\$750,000.00	\$750,000.00	\$0.00	
<b>TOTALS</b>		<b>\$750,000.00</b>	<b>\$750,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$750,000.00</b>	<b>\$750,000.00</b>	<b>\$0.00</b>	

HOUSING		ORIGINAL	02/28/2019			03/31/2019	03/31/2019			
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance	DIFFERENCE	Current
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00			\$0.00	\$8,220.00	\$8,220.00	\$0.00	
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84			\$0.00	\$10,203.84	\$10,203.84	\$0.00	
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02			\$0.00	\$18,420.02	\$18,420.02	\$0.00	
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00			\$0.00	\$8,062.00	\$8,062.00	\$0.00	
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00			\$0.00	\$10,818.00	\$10,818.00	\$0.00	
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90			\$0.00	\$11,000.90	\$11,000.90	\$0.00	
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00			\$0.00	\$11,000.00	\$11,000.00	\$0.00	
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15			\$0.00	\$12,504.15	\$12,504.15	\$0.00	
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00			\$0.00	\$18,422.00	\$18,422.00	\$0.00	
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00			\$0.00	\$34,448.00	\$34,448.00	\$0.00	
910-14027	CDBG HOUSING-HO #1--2012	\$12,630.00	\$12,630.00			\$0.00	\$12,630.00	\$12,630.00	\$0.00	
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00			\$0.00	\$8,000.00	\$8,000.00	\$0.00	
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00			\$0.00	\$37,795.00	\$37,795.00	\$0.00	
910-14033	CDBG HOUSING-HO#7	\$25,515.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	
910-14037	CDBG HOUSING-HO#11	\$14,671.00	\$14,671.00			\$0.00	\$14,671.00	\$14,671.00	\$0.00	
<b>TOTALS</b>		<b>\$241,709.91</b>	<b>\$216,194.91</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$216,194.91</b>	<b>\$216,194.91</b>	<b>\$0.00</b>	

Blue shaded items -must create or maintain jobs

Mar-19

Account Name	Prog Admin Checking	Moraine View Checking	General Checking	CDBG Checking	UDAG Bus Dev Checking	Façade Checking	CDBG Housing Checking	Capital Cat Checking	Operating Fund Inv
Fund	Fund 910	Fund 910	Fund 900	Fund 910	Fund 910	Fund 910	Fund 910	Fund 910	Fund 900
Account Number	102-023	101-282	100-722	101-020	101-127	101-442	xxx-601	2173383734	
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Premier	Associated	Amer Mgmt
Interest Rate	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	0.35%	2.54%	2.52%
GL Account Number	910-11104	910-11106	900-11200	910-11500	910-11800	910-11702	910-11600	910-11900	900-11300
Bank Balance	\$15,369.86	\$2,799.14	\$18,940.55	\$414,320.97	\$376,913.18	\$173,889.48	\$31,665.90	\$114,660.06	\$215.88
outstanding cks									
GL Balance:									
03/31/2019	15,369.86	2,799.14	18,940.55	414,320.97	376,913.18	173,889.48	31,665.90	114,660.06	215.88
3									
Difference:	-	-	-	-	-	-	-	-	-

American Deposit Mgmt Interest is not posted until the 15th of every month.

To: Members of the City of Whitewater Community Development Authority

From: Dave Carlson, CDA Executive Director

Re: Grocery Store Recruitment Update

Date: April 18, 2019

Active discussions are continuing on three separate and distinct proposals which would include a grocery store, either as a standalone project or as part of a multi-use project. Two of these leads are looking at city owned property at the east side roundabout location. The third is looking at privately owned land on the west side. One of the potential developers has also expressed an interest in looking at a possible downtown location for a grocery. I did share information regarding the Library block.

Attached is a revised map showing the location of utilities in the area of the roundabout property.

I also have been looping back to several grocery contacts to let them know we remain very motivated to put together a deal to get a project done.

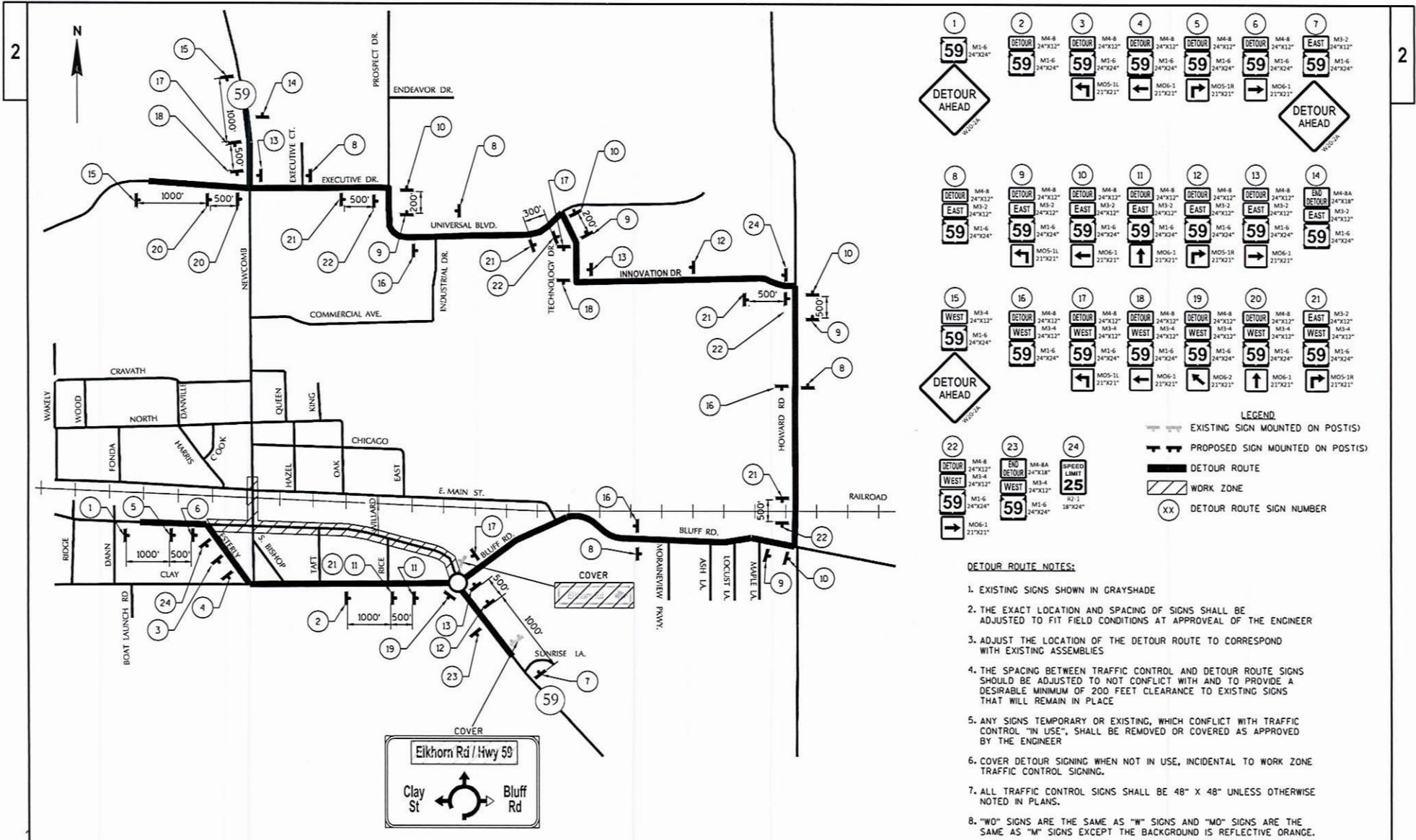
# VACANT CITY PARCELS/UTILITIES

## EAST SIDE/ROUNDAABOUT



- |  |                       |  |               |  |                    |
|--|-----------------------|--|---------------|--|--------------------|
|  | Sanitary Manhole      |  | Water Manhole |  | Water Lateral      |
|  | Sanitary Gravity Main |  | Hydrant       |  | Water Main         |
|  | Storm Inlet           |  | Curb Stop     |  | City Owned Parcels |
|  | Storm Manhole         |  | Water Valve   |  | Other Parcels      |
|  | Storm Main            |  |               |  |                    |





1	2	3	4	5	6	7
59	59	59	59	59	59	59
M1-6 24"X24"	M4-8 24"X12" M3-6 24"X24"	M4-8 24"X12" M1-6 24"X24"	M4-8 24"X12" M1-6 24"X24"	M4-8 24"X12" M1-6 24"X24"	M4-8 24"X12" M1-6 24"X24"	M3-2 24"X12" M1-6 24"X24"
DETOUR AHEAD	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR AHEAD
8	9	10	11	12	13	14
59	59	59	59	59	59	59
M4-8 24"X12" M3-2 24"X12"	M4-8 24"X12" M3-2 24"X12"	M4-8 24"X12" M3-2 24"X12"	M4-8 24"X12" M3-2 24"X12"	M4-8 24"X12" M3-2 24"X12"	M4-8 24"X12" M3-2 24"X12"	M4-8A 24"X18" M3-2 24"X12" M1-6 24"X24"
DETOUR EAST	DETOUR EAST	DETOUR EAST	DETOUR EAST	DETOUR EAST	DETOUR EAST	END DETOUR EAST
15	16	17	18	19	20	21
59	59	59	59	59	59	59
M3-4 24"X12" M1-6 24"X24"	M4-8 24"X12" M3-4 24"X12"	M4-8 24"X12" M3-4 24"X12"	M4-8 24"X12" M3-4 24"X12"	M4-8 24"X12" M3-4 24"X12"	M4-8 24"X12" M3-4 24"X12"	M3-2 24"X12" M3-4 24"X12" M1-6 24"X24"
DETOUR WEST	DETOUR WEST	DETOUR WEST	DETOUR WEST	DETOUR WEST	DETOUR WEST	DETOUR WEST
22	23	24				
59	59	25				
M1-6 24"X24" M3-6 24"X12"	M4-8A 24"X18" M3-4 24"X12"	R2-1 18"X24"				
DETOUR WEST	END DETOUR WEST	SPEED LIMIT				

**LEGEND**

— EXISTING SIGN MOUNTED ON POST(S)

— PROPOSED SIGN MOUNTED ON POST(S)

— DETOUR ROUTE

— WORK ZONE

XX DETOUR ROUTE SIGN NUMBER

- DETOUR ROUTE NOTES:**
- EXISTING SIGNS SHOWN IN GRAYSHADE
  - THE EXACT LOCATION AND SPACING OF SIGNS SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AT APPROVAL OF THE ENGINEER
  - ADJUST THE LOCATION OF THE DETOUR ROUTE TO CORRESPOND WITH EXISTING ASSEMBLIES
  - THE SPACING BETWEEN TRAFFIC CONTROL AND DETOUR ROUTE SIGNS SHOULD BE ADJUSTED TO NOT CONFLICT WITH AND TO PROVIDE A DESIRABLE MINIMUM OF 200 FEET CLEARANCE TO EXISTING SIGNS THAT WILL REMAIN IN PLACE
  - ANY SIGNS TEMPORARY OR EXISTING, WHICH CONFLICT WITH TRAFFIC CONTROL "IN USE", SHALL BE REMOVED OR COVERED AS APPROVED BY THE ENGINEER
  - COVER DETOUR SIGNING WHEN NOT IN USE, INCIDENTAL TO WORK ZONE TRAFFIC CONTROL SIGNING.
  - ALL TRAFFIC CONTROL SIGNS SHALL BE 48" X 48" UNLESS OTHERWISE NOTED IN PLANS.
  - "WO" SIGNS ARE THE SAME AS "W" SIGNS AND "MO" SIGNS ARE THE SAME AS "M" SIGNS EXCEPT THE BACKGROUND IS REFLECTIVE ORANGE.

To: Members of the City of Whitewater Community Development Authority

From: Dave Carlson, CDA Executive Director

Re: Real Estate Listing Contracts

Date: April 18, 2019

As requested, I am attaching copies of the three active listing contracts we have for marketing and sale of our vacant lots in the Business and Technology Parks.

The current listing contracts, all with local realtors, expire at the beginning of May. I am suggesting a three month extension of each of these listing contracts. For the past year, we have been extending these contracts for three months at a time to allow us flexibility to make a change in how these properties are listed.

One option going forward to would be to look at listing these lots with a firm(s) which specialize in listing and marketing these types of lots. I will be working on developing a Request For Interest (RFI) from firms that specialize in business park listings.

My request to the CDA at this point would be for a motion to extend the existing Business and Tech Park listing contracts for a period of three months.

**Summary**  
**Listing Contracts**

**Commission – Applies to All Contracts:**

6% (with a minimum commission of \$2,500 per acre of land sold (rounded to nearest 1/10 acre).

**Century 21 Affiliated (Greg Greenwood, Listing Agent)**

Term Expires: 05/09/2019

Parcel	Listing Price	Tax Parcel Number	County
3B	\$51,000	/A455500003	Walworth
4B	\$95,200	/A455500001	Walworth
5B	\$190,400	292-0515-3424-002	Jefferson
8B	\$506,000	292-0515-3434-003	Jefferson
9B	\$581,400	292-0515-3432-000	Jefferson

**Mansur (Linda Platner, Listing Agent)**

Term Expires: 05/08/2019

Parcel	Listing Price	Tax Parcel Number	County
6B	\$125,800	292-0515-3434-001	Jefferson
1T	\$1,126,600	/A444300002	Walworth
3T	\$361,200	/A444200003	Walworth

**Tincher Realty (Michael Maas, Listing Agent)**

Term Expires: 05/09/2019

Parcel	Listing Price	Tax Parcel Number	County
1B	\$734,400	/WUP 00322	Walworth
2B	\$183,600	/A305000001	Walworth
7B	\$261,800	292-0515-3432-000	Jefferson
2T	\$378,400	/A444200002	Walworth

**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) Parcel Number /WUP 00322  
 3 \_\_\_\_\_ in the City of \_\_\_\_\_  
 4 Whitewater, County of Walworth, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 8, 2019  
 7 to midnight May 8, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_

11 Other: Offer must meet CDA approval of proposed use.  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
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 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Tincher Realty, Inc.  
 36 Firm Name ▲  
 37 \_\_\_\_\_  
 38 (x) Michael Maas 2/14/19  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Michael Maas

(x) Dave Carlson 2/14/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ Dave Carlson CDA Director  
 (x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual  
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing  
43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_ Parcel Number /WUP 00322

3 in Section 3 in the City of Whitewater, County of Walworth,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** Seven Hundred Thirty-Four Thousand, Four Hundred Dollars (\$ 734,400.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: \_\_\_\_\_

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): \_\_\_\_\_

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) [~~STRIKE~~  
17 ONE] has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 \_\_\_\_\_

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Sign on Property, Submit to MLS, Internet Advertising, As Broker  
26 Sees Fit

27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
40 \_\_\_\_\_

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ **[INSERT DATE]** :  
46 \_\_\_\_\_

47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
50 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be 6%  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~  
 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~  
 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**  
 110 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.  
120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ~~■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.~~

126 ~~■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.~~

132 ~~■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.~~

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

- 139 \_\_\_\_\_ I consent to designated agency.
- 140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.
- 141 \_\_\_\_\_ I reject multiple representation relationships.

142 ~~NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.~~

148 ~~■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.~~

152 ~~**PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**~~

157 ~~■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:~~

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 ~~To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.~~

168 ~~**CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_~~

171 ~~**NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_~~

174 ~~■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.~~

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity At Road ; gas At Road ;  
251 municipal sewer At Road ; municipal water At Road ; telephone At Road ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M-1

254 ■ **ADDITIONAL PROVISIONS:** Commission to be a minimum of \$2,500 per acre rounded to the  
255 nearest 1/10 of an acre.

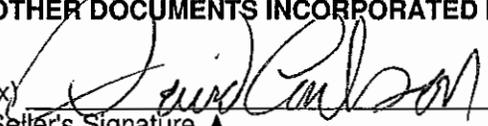
256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_

265 \_\_\_\_\_ is/are made part of this Listing.  
266 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
267 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
268 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

269 ■ **TERM OF THE CONTRACT:** From the 9th day of February, 2019,  
270 up to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_,

271 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
272 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
273 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x)  Dave Carlson CDA Director 11/9/18  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲

275 312 W Whitewater St (262) 473-0148  
276 Seller's Address ▲ Seller's Phone # ▲

277 pcannon@whitewater-wi.gov whitewater-wi.gov  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  Michael Maas Tincher Realty, Inc. 11/8/18  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

287 532 W Main St (262) 473-4175  
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 473-7565 michaelmaas@tincherrealty.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

## DISCLOSURE TO CLIENTS

**1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

**14 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S  
15 CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.  
26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

### 28 DEFINITION OF MATERIAL ADVERSE FACTS

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

### 38 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- 39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.  
42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.  
48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.  
53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55

56  The same firm may represent me and the other party as long as the same agent is not  
57 representing us both (multiple representation relationship with designated agency).

58  The same firm may represent me and the other party, but the firm must remain neutral  
59 regardless if one or more different Agents are involved (multiple representation relationship  
60 without designated agency).

61  The same firm cannot represent both me and the other party in the same transaction (I/we  
62 reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

68  
69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

78 **CONFIDENTIALITY NOTICE TO CLIENTS** The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

83 The following information is required to be disclosed by law:  
84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).  
85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
86 report on the property or real estate that is the subject of the transaction.  
87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

90 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

93 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: Tincher Realty, Inc.

101 Dave Carlson 4/9/18  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: Dave Carlson Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) Parcel Number /A305000001  
 3 \_\_\_\_\_ in the City of  
 4 Whitewater, County of Walworth, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 8, 2019  
 7 to midnight May 8, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_

11 Other: Offer must meet CDA approval of proposed use.  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
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 25 \_\_\_\_\_  
 26 \_\_\_\_\_  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Tincher Realty, Inc  
 36 Firm Name ▲  
 37  
 38 (x) Michael Maas 2/14/19  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Michael Maas

(x) Dave Carlson 2/14/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ Dave Carlson CDA Director  
 (x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual  
 42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing  
 43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_ Parcel Number /A305000001

3 in Section 3 in the City of Whitewater, County of Walworth,

4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** One Hundred Eighty-Three Thousand, Six Hundred Dollars (\$ 183,600.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: \_\_\_\_\_

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): \_\_\_\_\_

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE  
17 ONE has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 \_\_\_\_\_

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Sign on Property, Submit to MLS, Internet Advertising, As Broker  
26 Sees Fit

27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
40 \_\_\_\_\_

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ INSERT DATE :  
46 \_\_\_\_\_

47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
50 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be 6%  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~  
 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~  
 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT, A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
 119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
 121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
 124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
 125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
 127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
 128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
 129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
 130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
 131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
 133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
 134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
 135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
 136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
 137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION**  
 143 **RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO**  
 144 **YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE**  
 145 **ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY**  
 146 **RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY**  
 147 **AGREEMENT.**

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
 149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
 150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
 151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
 153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
 154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**  
 155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**  
 156 **the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
 158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
 159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
 160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
 161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
 164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
 166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
 167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_

172 \_\_\_\_\_

173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
 175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
 176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
 177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
 178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
 179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity At Road ; gas At Road ;  
251 municipal sewer At Road ; municipal water At Road ; telephone At Road ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M-1

254 ■ **ADDITIONAL PROVISIONS:** Commission to be a minimum of \$2,500 per acre rounded to the  
255 nearest 1/10 of an acre.

256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_

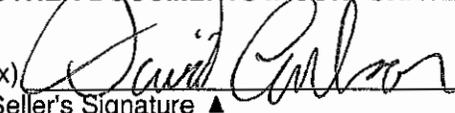
262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

263 \_\_\_\_\_  
264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 9th day of November, 2018,  
269 up to and including midnight of the 9th day of February, 2019.

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x)  Dave Carlson CDA Director 11/9/18  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲

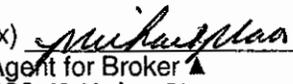
275 312 W Whitewater St (262) 473-0148  
276 Whitewater, WI 53190-1940 Seller's Phone # ▲  
277 Seller's Address ▲

278 ~~pcannon@whitewater-wi.gov~~ dcarlson@whitewater-wi.gov  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  Michael Maas Tincher Realty, Inc 11/8/18  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

287 532 W Main St (262) 473-4175  
288 Whitewater, WI 53190-1853 Broker/Firm Phone # ▲  
289 (262) 473-7565

290 Brokers/Firm Fax # ▲ michaelmaas@tincherrealty.com  
290 Broker/Firm E-Mail Address ▲

**DISCLOSURE TO CLIENTS**

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.
- 4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.
- 7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).
- 9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).
- 11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.
- 18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.
- 20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.
- 22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.
- 23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

**DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.
- 42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.
- 48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.
- 53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55  
56  
57  
58  
59  
60  
61  
62

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

68  
69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS**

78 The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
- 86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents):

93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: Tincher Realty, Inc.

101 Dave Carlson 11/9/18  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: Dave Carlson Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) Parcel Number 292-0515-3432-000  
 3 \_\_\_\_\_ in the City of \_\_\_\_\_  
 4 Whitewater, County of Jefferson, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 8, 2019  
 7 to midnight May 8, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_

11 Other: Offer must meet CDA approval of proposed use.  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
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 26 \_\_\_\_\_  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Tincher Realty, Inc.  
 36 Firm Name ▲  
 37 \_\_\_\_\_  
 38 (x) Michael Maas 2/14/19  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Michael Maas

(x) [Signature] 2/14/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ Dave Carlson CDA Director  
 (x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ \_\_\_\_\_

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual  
 42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing  
 43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 **SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**  
2 ■ **PROPERTY DESCRIPTION:** Street address is: 7.7 Acres of Parcel Number 292-0515-3432-000  
3 in Section 34 in the City of Whitewater, County of Jefferson,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.  
5 ■ **LIST PRICE:** Two Hundred Sixty-One Thousand, Eight Hundred Dollars (\$ 261,800.00).  
6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: \_\_\_\_\_  
8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): \_\_\_\_\_  
11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_  
15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) ~~STRIKE~~  
17 ONE has been assessed as agricultural property under use value law.  
18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_  
20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 \_\_\_\_\_  
23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Sign on Property, Submit to MLS, Internet Advertising, As Broker  
26 Sees Fit  
27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28 \_\_\_\_\_ Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.  
31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.  
34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
40  
41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.  
42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ **INSERT DATE** :  
46 \_\_\_\_\_  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.  
49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
50 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_  
51 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_ 6%  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:  
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~  
 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~  
 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ~~■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.~~

126 ~~■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.~~

132 ~~■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.~~

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 ~~NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.~~

148 ~~■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.~~

152 ~~**PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**~~

157 ~~■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:~~

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_

170 \_\_\_\_\_  
171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_

173 \_\_\_\_\_

174 ~~■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.~~

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;  
 200 2) significantly reducing the structural integrity of improvements to real estate; or  
 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;  
 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);  
 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,  
 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity At Road ; gas At Road ;  
251 municipal sewer At Road ; municipal water At Road ; telephone At Road ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M-1

254 ■ **ADDITIONAL PROVISIONS:** Commission to be a minimum of \$2,500 per acre rounded to the  
255 nearest 1/10 of an acre.

256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

263 \_\_\_\_\_  
264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 9th day of November, 2018  
269 up to and including midnight of the 9th day of February, 2019

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x) David Carlson \_\_\_\_\_ Dave Carlson CDA Director \_\_\_\_\_ 11/9/18  
274 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲  
275 312 W Whitewater St \_\_\_\_\_  
276 Whitewater, WI 53190-1940 \_\_\_\_\_ (262) 473-0148  
277 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲  
278 \_\_\_\_\_ dcarlson@whitewater-wi.gov  
278 Seller's Fax # ▲ \_\_\_\_\_ pcannon@whitewater-wi.gov  
278 Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲  
281 \_\_\_\_\_  
282 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲  
283 \_\_\_\_\_  
284 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲

285 (x) Michael Maas Michael Maas \_\_\_\_\_ Tincher Realty, Inc. \_\_\_\_\_ 11/8/18  
286 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲  
287 532 W Main St \_\_\_\_\_  
288 Whitewater, WI 53190-1853 \_\_\_\_\_ (262) 473-4175  
288 Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲  
289 (262) 473-7565 \_\_\_\_\_ michaelmaas@tincherrealty.com  
290 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲

## DISCLOSURE TO CLIENTS

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.
- 4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.
- 7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).
- 9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).
- 11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.
- 18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.
- 20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.
- 22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.
- 23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

### DEFINITION OF MATERIAL ADVERSE FACTS

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

### MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55  
56  
57  
58  
59  
60  
61  
62

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

68 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
69 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
70 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
71 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS**

78 The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
- 86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

\_\_\_\_\_

**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents):

\_\_\_\_\_

*(Insert information you authorize to be disclosed, such as financial qualification information.)*

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: Fincher Realty, Inc.

101 Dave Carlson 4/9/18  
102 Client's Signature Date

Client's Signature Date

103 Client's Name: Dave Carlson

Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) Parcel Number /A4444200002  
 3 \_\_\_\_\_ in the City of \_\_\_\_\_  
 4 Whitewater, County of Walworth, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 8, 2019  
 7 to midnight May 8, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_

11 Other: Offer must meet CDA approval of proposed use.  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
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 27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Tincher Realty, Inc.

36 Firm Name ▲

(x) [Signature] 2/14/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ Dave Carlson CDA Director

38 (x) [Signature] 2/14/19  
 39 By Agent for Firm ▲ Date ▲

40 Print name ▶ Michael Maas

(x)  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ \_\_\_\_\_

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
 42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
 43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x)  
 46 Supervising Broker's Signature ▲ Print name ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_ Parcel Number /A444200002

3 in Section 3 in the City of Whitewater, County of Walworth,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** Three Hundred Seventy-Eight Thousand, Four Hundred Dollars (\$ 378,400.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: \_\_\_\_\_

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): \_\_\_\_\_

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE  
17 ONE has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 \_\_\_\_\_

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Sign on Property, Submit to MLS, Internet Advertising, As Broker  
26 Sees Fit

27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
40 \_\_\_\_\_

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ INSERT DATE :  
46 \_\_\_\_\_

47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
50 \_\_\_\_\_ . (Exceptions if any): 6%

51 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~  
 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~  
 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION**  
143 **RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO**  
144 **YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE**  
145 **ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY**  
146 **RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY**  
147 **AGREEMENT.**

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**  
155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**  
156 **the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;  
 200 2) significantly reducing the structural integrity of improvements to real estate; or  
 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;  
 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);  
 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,  
 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity At Road ; gas At Road ;  
251 municipal sewer At Road ; municipal water At Road ; telephone At Road ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: TP

254 ■ **ADDITIONAL PROVISIONS:** Commission to be a minimum of \$2,500 per acre rounded to the  
255 nearest 1/10 of an acre.

256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

263 \_\_\_\_\_  
264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 9th day of November, 2018  
269 up to and including midnight of the 9th day of February, 2019

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x)  Dave Carlson CDA Director 11/9/18  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲

275 312 W Whitewater St (262) 473-0148  
276 Whitewater, WI 53190-1940 Seller's Phone # ▲

277 \_\_\_\_\_ Seller's Address ▲  
278 ~~pcannon@whitewater-wi.gov~~ dcarlson@whitewater-wi.gov  
Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  Michael Maas Tincher Realty, Inc. 11/8/18  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

287 532 W Main St (262) 473-4175  
288 Whitewater, WI 53190-1853 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 473-7565 michaelmaas@tincherrealty.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

## DISCLOSURE TO CLIENTS

**1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

**14 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S  
15 CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

### 28 DEFINITION OF MATERIAL ADVERSE FACTS

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

### 38 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55

56  The same firm may represent me and the other party as long as the same agent is not  
57 representing us both (multiple representation relationship with designated agency).

58  The same firm may represent me and the other party, but the firm must remain neutral  
59 regardless if one or more different Agents are involved (multiple representation relationship  
60 without designated agency).

61  The same firm cannot represent both me and the other party in the same transaction (I/we  
62 reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

68  
69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

78 **CONFIDENTIALITY NOTICE TO CLIENTS** The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

83 The following information is required to be disclosed by law:

84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).

85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

90 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

91 \_\_\_\_\_

92 \_\_\_\_\_

93 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_

94 \_\_\_\_\_

95 \_\_\_\_\_

96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: Tincher Realty, Inc.

101 [Signature] 11/9/18  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: Dave Carlson Client's Name: \_\_\_\_\_

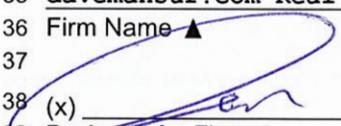
No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 8, 2017, between the undersigned, for sale/rental of the  
2 property known as (Street Address/Description) Parcel Number /A444300002  
3 Innovation Drive in the City of  
4 Whitewater, County of Walworth, Wisconsin is amended as follows:  
5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
6 The expiration date of the contract is changed from midnight February 8, 2019  
7 to midnight May 8, 2019  
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
9 \_\_\_\_\_  
10 \_\_\_\_\_

11 Other: 1) Property is co-listed with John Mansur  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
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32 \_\_\_\_\_  
33 \_\_\_\_\_

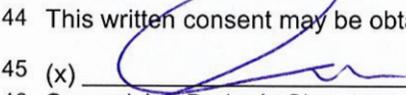
34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 davemansur.com Real Estate, LLC  
36 Firm Name ▲  
37   
38 (x) \_\_\_\_\_ Date ▲ 2-5-19  
39 By Agent for Firm ▲  
40 Print name ▶ Linda Platner

(x)  2/5/19  
Seller's/Owner's Signature ▲ Date ▲  
Print name ▶ Dave Carlson - City of WW

(x) \_\_\_\_\_  
Seller's/Owner's Signature ▲ Date ▲  
Print name ▶ \_\_\_\_\_

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.  
45 (x)  2-5-19  
46 Supervising Broker's Signature ▲ Print name ▶ Linda Platner Date ▲

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_ Parcel Number /A444300002  
3 in Section \_\_\_\_\_ in the City of Whitewater, County of Walworth,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** One Million, One Hundred Twenty-Six Thousand, Six Hundred Dollars (\$ 1,126,600.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: none

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): none

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) [~~STRIKE~~  
17 ONE] has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 Declarations of Covenants and Restrictions Whitewater Business Park

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Marketing in both SouthCentral and SouthEastern MLS, social media,  
26 websites, signs and additional commercial listing sites

27 Broker may advertise the following special financing and incentives offered by Seller: n/a

28 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: n/a

40  
41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until n/a **[INSERT DATE]** :

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
50 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be See lines 256-257 for Broker's commission  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) ~~The duty to provide brokerage services to you fairly and honestly.~~  
 99 (b) ~~The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 (c) ~~The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 (d) ~~The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 (e) ~~The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 (f) ~~The duty to safeguard trust funds and other property the broker holds.~~  
 107 (g) ~~The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**  
 110 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) ~~The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 (b) ~~The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 (c) ~~The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 (d) ~~The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 (e) ~~The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity Lot line ; gas Lot line ;  
251 municipal sewer Lot line ; municipal water Lot line ; telephone Lot line ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M1 (general manufacturing)

254 ■ **ADDITIONAL PROVISIONS:**

255 1) property co-listed with Dave Mansur  
256 2) The Broker's commission shall be 6%, or \$2500 per acre of land sold (rounded to the  
257 nearest 1/10 acre) whichever is greater.

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the \_\_\_\_\_ day of \_\_\_\_\_,  
269 up to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_.

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x)  Patrick A. Connor 5/3/17  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
275 312 W Whitewater St  
276 Whitewater, WI 53190-1940 (262) 473-0500  
Seller's Address ▲ Seller's Phone # ▲

277 \_\_\_\_\_  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) Linda Platner davemansur.com Real Estate,  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
287 141A W Whitewater St  
288 Whitewater, WI 53190 (262) 215-7756  
Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 458-0985 lplatner@davemansur.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity Lot line; gas Lot line;  
251 municipal sewer Lot line; municipal water Lot line; telephone \_\_\_\_\_;  
252 other \_\_\_\_\_; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: TP (technology park)

254 ■ **ADDITIONAL PROVISIONS:**

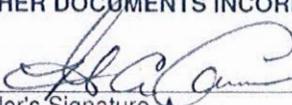
- 255 1) property co-listed with Dave Mansur  
256 2) The Broker's commission shall be 6%, or \$2500 per acre of land sold (rounded to the  
257 nearest 1/10 acre) whichever is greater.  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_

265 \_\_\_\_\_ is/are made part of this Listing.  
266 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
267 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
268 <http://www.widocoffenders.org> or by telephone at (608) 240-3030.

269 ■ **TERM OF THE CONTRACT:** From the 8th day of May, 2017  
270 up to and including midnight of the 8th day of May, 2018

271 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
272 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x)  \_\_\_\_\_ Patrick A Cannon \_\_\_\_\_ 5/3/17  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
275 312 W Whitewater St \_\_\_\_\_ (262) 473-0500  
276 Seller's Address ▲ Seller's Phone # ▲

277 \_\_\_\_\_  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

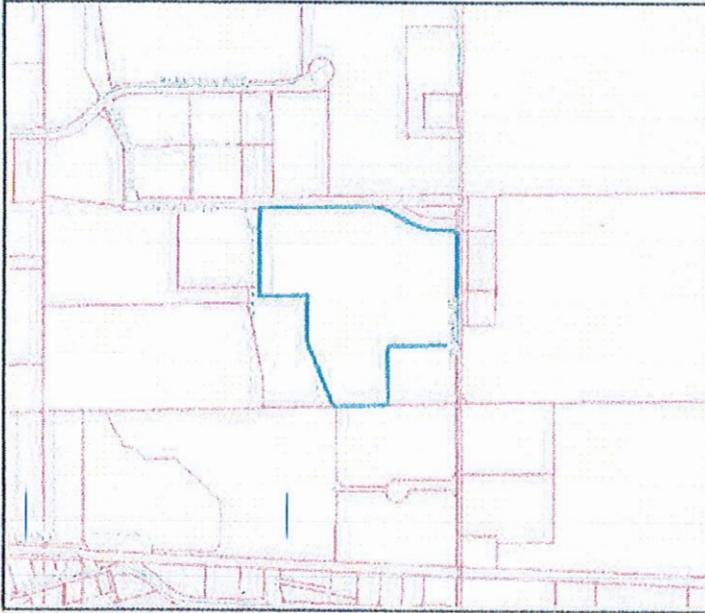
279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  \_\_\_\_\_ Linda Platner & Dave Mansur \_\_\_\_\_ davemansur.com Real Estate, LLC \_\_\_\_\_ 5-4-17  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
287 141 A Whitewater St \_\_\_\_\_ (262) 215-7756  
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 458-0985 \_\_\_\_\_ lplatner@davemansur.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲



**Walworth County, WI  
Land Information Division**

**Property Details**

Municipality: CITY OF WHITEWATER  
 Parcel Number: /A444300002  
 School District: 6461-SCH WHITEWATER  
 Zoning District:

**Owner Information**

Owner Name: CITY OF WHITEWATER 'PUMP HOUSE'  
 Owner Name 2:  
 Mailing Address: 312 W WHITEWATER ST  
 WHITEWATER WI, 53180

**2015 Valuation Information**

Land: \$0.00  
 Improvements: \$0.00  
 Total: \$0.00  
 Acres: 25.0300  
 Fair Market Value: \$0.00  
 Assessment Ratio: 0.9809498740  
 Mill Rate: 0.0209754060

**Tax Information**

First Dollar Credit: \$0.00	School Credit: \$0.00
Special Assessment: \$0.00	Lottery Credit: \$0.00
Delinquent Utility Charge: \$0.00	Special Charges: \$0.00
Managed Forest Land Taxes: \$0.00	Private Forest Crop Taxes: \$0.00
Total Billed: \$0.00	Woodland Tax Law Taxes: \$0.00
Net Tax: \$0.00	

**Tax Jurisdictions**

STATE OF WISCONSIN \$0.00  
 WALWORTH COUNTY \$0.00  
 CITY OF WHITEWATER \$0.00  
 GATEWAY TECHNICAL \$0.00  
 SCH WHITEWATER \$0.00

**Elected Officials / Voting Districts**

Supervisory District: Tim Brellenthin (D3)  
 State Representative: Andy Jorgensen(D) (43rd District)  
 State Senator: Janis Ringhand(D) (15th District)  
 US Representative: James Sensenbrenner(R) (5th District)  
 US Senator: Ron Johnson (R) & Tammy Baldwin (D)

**Special Assessments / Charges**

**Soil Classification**

Soil Type	Soil Name	Acres
MxB	LOAM, SANDY LOAM SUBSTRATUM, 2 TO 6 PERCENT S	10.8596
MxC2	, SANDY LOAM SUBSTRATUM, 6 TO 12 PERCENT SLOPI	8.3133
Na	NAVAN SILT LOAM	0.4369
HeB	HEBRON LOAM, 1 TO 6 PERCENT SLOPES	0.1167

**Property Address**

**Legal Description**

LOT 2 CERTIFIED SURVEY NO. 4443 AS RECORDED IN VOL 29 OF C.S. ON  
 PAGE 34 WCR. LOCATED IN SE 1/4 & SW 1/4 NE 1/4 SEC 3 T4N R15E.  
 1090585 SQ FT CITY OF WHITEWATER OUT OF /WUP-322 & /WUP-323

**Disclaimer**

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Parcel Number /A444300002 (STREET ADDRESS) IN THE City (CITY) (VILLAGE) (TOWN) OF Whitewater, COUNTY OF Walworth, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." *\*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\**

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	___	<input checked="" type="checkbox"/>	___	___
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	___	<input checked="" type="checkbox"/>	___	___
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	___	<input checked="" type="checkbox"/>	___	___
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	___	<input checked="" type="checkbox"/>	___	___
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	___	<input checked="" type="checkbox"/>	___	___
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	___	<input checked="" type="checkbox"/>	___	___
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	___	<input checked="" type="checkbox"/>	___	___
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	___	<input checked="" type="checkbox"/>	___	___
C.9. I am aware of underground or aboveground fuel storage tanks on <i>or previously located</i> on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	___	<input checked="" type="checkbox"/>	___	___
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	___	<input checked="" type="checkbox"/>	___	___

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADDITIONAL INFORMATION**

Yes No N/A

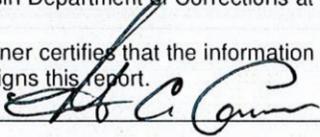
- D.1 **Use-Value Assessments.** The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a nonagricultural use, such as residential or commercial 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 (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats.  Yes  No  N/A
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.  Yes  No  N/A
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.  Yes  No  N/A
- D.2. **Farmland Preservation.** Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.
- a. I am aware that the property is subject to a farmland preservation agreement.  Yes  No  N/A
- D.2m. **Managed Forest Land.** The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.
- a. I am aware that all or part of the property is enrolled in the managed forest land program.  Yes  No  N/A
- D.3. **Utility Connections.** I am aware that the property is connected to the following utilities on the property or at the lot line:
- a. Electricity.  Yes  No  N/A
- b. Municipal water.  Yes  No  N/A
- c. Telephone.  Yes  No  N/A
- d. Cable television.  Yes  No  N/A
- e. Natural gas.  Yes  No  N/A
- f. Municipal sewer.  Yes  No  N/A
- D.4. The owner has owned the property for \_\_\_\_\_ years.
- D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

**NOTICE REGARDING SEX OFFENDER REGISTRY**

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

**OWNER'S CERTIFICATION**

F. 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.

Owner  Date 5/3/17

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

H. 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 ACKNOWLEDGEMENT**

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

*\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*

## DISCLOSURE TO CLIENTS

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

### DEFINITION OF MATERIAL ADVERSE FACTS

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

### MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

55  
56  
57  
58  
59  
60  
61  
62

**CHECK ONLY ONE OF THE THREE BELOW:**

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS**

78 The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
- 86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents):

93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: havemansur.com Real Estate, LLC

101 [Signature] 5/3/17  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: Whitewater CDA Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 8, 2017, between the undersigned, for sale/rental of the  
2 property known as (Street Address/Description) Parcel /A444200003  
3 Howard Road in the City of  
4 Whitewater, County of Walworth, Wisconsin is amended as follows:  
5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
6 The expiration date of the contract is changed from midnight February 8, 2019  
7 to midnight May 8, 2019.  
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
9 \_\_\_\_\_  
10 \_\_\_\_\_

11 Other: 1) Property is co-listed with John Mansur  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
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28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 davemansur.com Real Estate, LLC

36 Firm Name ▲

(x) [Signature] 2/5/19  
37 Seller's/Owner's Signature ▲ Date ▲  
Print name ▶ Dave Carlson- City of WW

38 (x) [Signature] 2-5-19  
39 By Agent for Firm ▲ Date ▲

40 Print name ▶ Linda Platner

(x) \_\_\_\_\_  
41 Seller's/Owner's Signature ▲ Date ▲  
42 Print name ▶ \_\_\_\_\_

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) [Signature] 2-5-19  
46 Supervising Broker's Signature ▲ Print name ▶ Linda Platner - Broker Owner Date ▲

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_ Parcel # /A444200003  
3 in Section \_\_\_\_\_ in the City of Whitewater, County of Walworth,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** Three Hundred Sixty-One Thousand, Two Hundred Dollars (\$ 361,200.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: none

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): none

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) [STRIKE  
17 ONE] has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 Declarations of Covenants and Restrictions Whitewater Business Park

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Marketing in both SouthCentral and SouthEastern MLS, social media,  
26 RE websites, signs and add'l commercial listing sites

27 Broker may advertise the following special financing and incentives offered by Seller: n/a  
28  
29 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: n/a

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.  
42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ n/a [INSERT DATE] :

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
50 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be See lines 256-257 for Broker's commission  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~  
 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~  
 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**  
 110 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 **A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.**

126 **Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.**

132 **If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.**

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.**

148 **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_

174 **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity Lot line ; gas Lot line ;  
251 municipal sewer Lot line ; municipal water Lot line ; telephone \_\_\_\_\_ ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: TP (technology park)

254 ■ **ADDITIONAL PROVISIONS:**

255 1) property co-listed with Dave Mansur

256 2) The Broker's commission shall be 6%, or \$2500 per acre of land sold (rounded to the  
257 nearest 1/10 acre) whichever is greater.

258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_

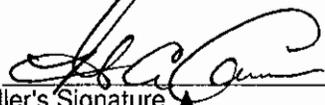
262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

263 \_\_\_\_\_  
264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the \_\_\_\_\_ day of \_\_\_\_\_,  
269 up to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_.

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x)  Patrick A Cannon 5/3/17  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
275 312 W Whitewater St (262) 473-0500  
276 Seller's Address ▲ Seller's Phone # ▲

277 \_\_\_\_\_  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) Linda Platner & Dave Mansur davemansur.com Real Estate,  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
287 141 A Whitewater St (262) 215-7756  
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 458-0985 lplatner@davemansur.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity Lot line; gas Lot line;  
251 municipal sewer Lot line; municipal water Lot line; telephone Lot line;  
252 other Lot line; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M1 (general manufacturing)

254 ■ **ADDITIONAL PROVISIONS:**

- 255 1) property co-listed with Dave Mansur
- 256 2) The Broker's commission shall be 6%, or \$2500 per acre of land sold (rounded to the
- 257 nearest 1/10 acre) whichever is greater.

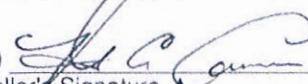
262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

263 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 8th day of May, 2017  
269 up to and including midnight of the 23rd day of May, 2018

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

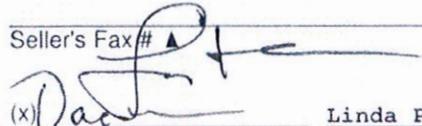
273 (x)  \_\_\_\_\_ Patrick A. Connor \_\_\_\_\_ 5/3/17  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
275 312 W Whitewater St \_\_\_\_\_  
276 Whitewater, WI 53190-1940 \_\_\_\_\_ (262) 473-0500  
Seller's Address ▲ Seller's Phone # ▲

277 \_\_\_\_\_  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

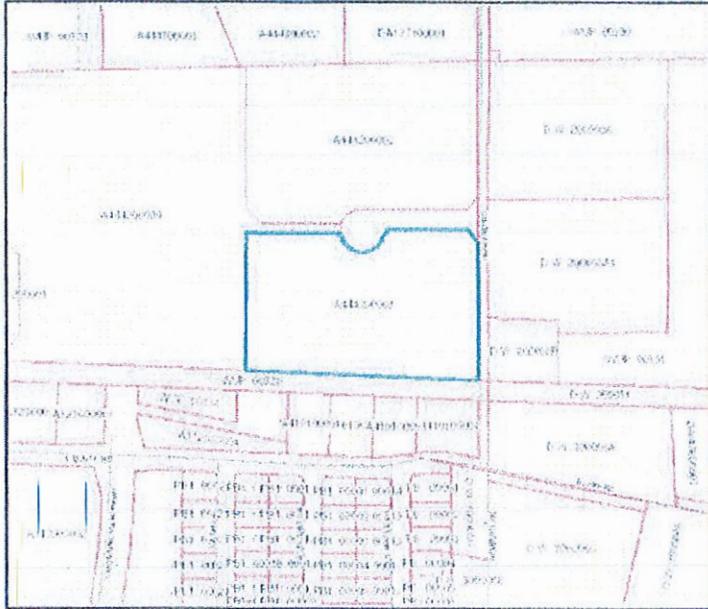
283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  \_\_\_\_\_ Linda Platner \_\_\_\_\_ davemansur.com Real Estate, \_\_\_\_\_ 5-4-17  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
287 141A W Whitewater St \_\_\_\_\_  
288 Whitewater, WI 53190 \_\_\_\_\_ (262) 215-7756  
Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 458-0985 \_\_\_\_\_ lplatner@davemansur.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲



**Walworth County, WI  
Land Information Division**



**Property Details**

Municipality: CITY OF WHITEWATER  
 Parcel Number: /A444200003  
 School District: 6461-SCH WHITEWATER  
 Zoning District:

**Owner Information**

Owner Name: CITY OF WHITEWATER 'PUMP HOUSE'  
 Owner Name 2:  
 Mailing Address: 312 W WHITEWATER ST  
 WHITEWATER WI, 53190

**2015 Valuation Information**

Land: \$0.00  
 Improvements: \$0.00  
 Total: \$0.00  
 Acres: 7.5600  
 Fair Market Value: \$0.00  
 Assessment Ratio: 0.9809498740  
 Mill Rate: 0.0209754060

**Tax Information**

First Dollar Credit: \$0.00  
 Special Assessments: \$0.00  
 Delinquent Utility Charge: \$0.00  
 Managed Forest Land Taxes: \$0.00  
 Total Billed: \$0.00  
 Net Tax: \$0.00

School Credit: \$0.00  
 Lottery Credit: \$0.00  
 Special Charges: \$0.00  
 Private Forest Crop Taxes: \$0.00  
 Woodland Tax Law Taxes: \$0.00

**Tax Jurisdictions**

STATE OF WISCONSIN \$0.00  
 WALWORTH COUNTY \$0.00  
 CITY OF WHITEWATER \$0.00  
 GATEWAY TECHNICAL \$0.00  
 SCH WHITEWATER \$0.00

**Elected Officials / Voting Districts**

Supervisory District: Tim Brellenthin (D3)  
 State Representative: Andy Jorgensen(D) (43rd District)  
 State Senator: Janis Ringhand(D) (15th District)  
 US Representative: James Sensenbrenner(R) (5th District)  
 US Senator: Ron Johnson (R) & Tammy Baldwin (D)

**Special Assessments / Charges**

**Soil Classification**

Soil Type	Soil Name	Acres
MxB	LOAM, SANDY LOAM SUBSTRATUM, 2 TO 6 PERCENT S	1.7679
HeB	HEBRON LOAM, 1 TO 6 PERCENT SLOPES	1.7177
Na	NAVAN SILT LOAM	1.4775
MxC2	SANDY LOAM SUBSTRATUM, 6 TO 12 PERCENT SLOPI	1.0527

**Property Address**

**Legal Description**

LOT 3 CERTIFIED SURVEY NO. 4442 AS RECORDED IN VOL 29 OF C.S. ON PAGE 30 WCR. LOCATED IN NW 1/4 & NE 1/4 SE 1/4 SEC 3 T4N R15E. 329508 SQ FT CITY OF WHITEWATER OMITTS /WUP-333

**Disclaimer**

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4261.

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Parcel /A444200003  
 (STREET ADDRESS) IN THE City (CITY) (VILLAGE) (TOWN)  
 OF Whitewater, COUNTY OF Walworth, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." *"If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information."*

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. 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 Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsurface conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL INFORMATION

Yes No N/A

- D.1 Use-Value Assessments. 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 nonagricultural use, such as 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 (DOR's) equalization section at (608) 266-2149 or visit: http://www.revenue.wi.gov/faqs/slf/useassmt.html.
a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.
D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: http://workinglands.wi.gov.
a. I am aware that the property is subject to a farmland preservation agreement.
D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: http://dnr.wi.gov/forestry.
a. I am aware that all or part of the property is enrolled in the managed forest land program.
D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:
a. Electricity.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.
D.4. The owner has owned the property for \_\_\_\_\_ years.
D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting http://www.widocoffenders.org.

OWNER'S CERTIFICATION

F. 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.

Owner [Signature] Date 5/3/17

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

NOTICE REGARDING ADVICE OR INSPECTIONS

H. 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 ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.

## DISCLOSURE TO CLIENTS

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.
- 4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.
- 7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).
- 9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).
- 11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.
- 18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.
- 20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.
- 22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.
- 23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

### 28 **DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

### 38 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

55 CHECK ONLY ONE OF THE THREE BELOW:

56  The same firm may represent me and the other party as long as the same agent is not  
57 representing us both (multiple representation relationship with designated agency).

58  The same firm may represent me and the other party, but the firm must remain neutral  
59 regardless if one or more different Agents are involved (multiple representation relationship  
60 without designated agency).

61  The same firm cannot represent both me and the other party in the same transaction (I/we  
62 reject multiple representation relationships).

63 NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You  
64 may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in  
65 your agency agreement the commission or fees that you may owe to your firm. If you have any questions  
66 about the commission or fees that you may owe based upon the type of agency relationship you select with  
67 your firm, you should ask your firm before signing the agency agreement.

68 SUBAGENCY

69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage  
74 services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax  
75 advisor, or home inspector.

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

78 CONFIDENTIALITY NOTICE TO CLIENTS The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

- 83 The following information is required to be disclosed by law:  
84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).  
85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

90 CONFIDENTIAL INFORMATION: \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

93 NON-CONFIDENTIAL INFORMATION (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_

96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a  
98 residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the  
99 Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.

100 Name of Firm: davemansun.com Real Estate

101 [Signature] 5/3/17  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: Bwh. Jewstra CDA Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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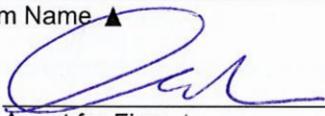
68

**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 8, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) Parcel 292-0515-3434-001  
 3 Prospect Drive in the City of  
 4 Whitewater, County of Jefferson, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 8, 2019  
 7 to midnight May 8, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:

9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 Other: 1) Property is co-listed with John Mansur  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
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 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

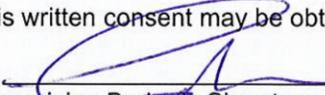
34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 davemansur.com Real Estate, LLC  
 36 Firm Name ▲  
 37  2-5-19  
 38 (x) \_\_\_\_\_ Date ▲  
 39 By Agent for Firm ▲  
 40 Print name ▶ Linda Platner

 2/5/19  
 (x) \_\_\_\_\_ Date ▲  
 Seller's/Owner's Signature ▲  
 Print name ▶ Dave Carlson / City of WW

(x) \_\_\_\_\_ Date ▲  
 Seller's/Owner's Signature ▲  
 Print name ▶ \_\_\_\_\_

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
 42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
 43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.  
 45 (x)  2-5-19  
 46 Supervising Broker's Signature ▲ Print name ▶ Linda Platner - Broker/Owner Date ▲

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL****1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: parcel 292-0515-3434-001  
 3 in Section \_\_\_\_\_ in the City of Whitewater, County of Jefferson,  
 4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.  
 5 ■ **LIST PRICE:** One Hundred Twenty-Five Thousand, Eight Hundred Dollars (\$ 125,800.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
 7 and the following items: none

8  
 9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
 10 continue to be owned by the lessor. (See lines 212-217): none

11  
 12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
 13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
 14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
 16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) ~~[STRIKE~~  
 17 ONE] has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
 19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
 21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
 22 Declarations of Covenants and Restrictions Whitewater Business Park

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
 24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
 25 Broker's marketing may include: Marketing in both SouthCentral and SouthEastern MLS, social media,  
 26 RE websites, signs and add'l commercial websites

27 Broker may advertise the following special financing and incentives offered by Seller: n/a  
 28 \_\_\_\_\_  
 29 Seller has a duty to cooperate with Broker's marketing  
 30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
 31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
 33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
 34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
 36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
 37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
 38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
 39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
 40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: n/a

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
 43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
 44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
 45 The following other buyers are excluded from this Listing until n/a [INSERT DATE] :

46  
 47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
 48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3%  
 50 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be See lines 256-257 for Broker's compensation  
 52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) ~~The duty to provide brokerage services to you fairly and honestly.~~  
 99 (b) ~~The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 (c) ~~The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 (d) ~~The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 (e) ~~The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 (f) ~~The duty to safeguard trust funds and other property the broker holds.~~  
 107 (g) ~~The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**  
 110 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) ~~The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 (b) ~~The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 (c) ~~The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 (d) ~~The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 (e) ~~The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.  
120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 **■** A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 **■** Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 **■** If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 ~~NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION~~  
143 ~~RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO~~  
144 ~~YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE~~  
145 ~~ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY~~  
146 ~~RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY~~  
147 ~~AGREEMENT.~~

148 **■ SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**  
155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**  
156 **the Wisconsin statutes.**

157 **■ CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_

170 \_\_\_\_\_  
171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_

173 \_\_\_\_\_  
174 **■ SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity Lot line ; gas Lot line ;  
251 municipal sewer Lot line ; municipal water Lot line ; telephone Lot line ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: TP (technology park)

254 ■ **ADDITIONAL PROVISIONS:**

255 1) property co-listed with Dave Mansur

256 2) The Broker's commission shall be 6%, or \$2500 per acre of land sold (rounded to the  
257 nearest 1/10 acre) whichever is greater.

258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_

261  
262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

263 \_\_\_\_\_  
264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the \_\_\_\_\_ day of \_\_\_\_\_,  
269 up to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_.

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x)  Patrick A Cannon 5/3/17  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
275 312 W Whitewater St  
276 Whitewater, WI 53190-1940 (262) 473-0500  
Seller's Address ▲ Seller's Phone # ▲

277  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281  
282 Seller's Address ▲ Seller's Phone # ▲

283  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) \_\_\_\_\_ Linda Platner davemansur.com Real Estate,  
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
287 141 A Whitewater St  
288 Whitewater, WI 53190 (262) 215-7756  
Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (262) 458-0985 lplatner@davemansur.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity Lot line; gas Lot line;  
 251 municipal sewer Lot line; municipal water Lot line; telephone Lot line;  
 252 other \_\_\_\_\_; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: TP (technology park)

254 ■ **ADDITIONAL PROVISIONS:**

- 255 1) property co-listed with Dave Mansur  
 256 2) The Broker's commission shall be 6%, or \$2500 per acre of land sold (rounded to the  
 257 nearest 1/10 acre) whichever is greater.

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

\_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 267 <http://www.widocoffenders.org> or by telephone at (608) 440-5830.

268 ■ **TERM OF THE CONTRACT:** From the 8th day of May, 2017  
 269 up to and including midnight of the 8th day of May, 2018

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
 271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
 272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x) [Signature] Patrick A. Cannon 5/3/17  
 274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 275 312 W Whitewater St (262) 473-0500  
 276 Seller's Address ▲ Seller's Phone # ▲

277 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
 280 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 281 Seller's Address ▲ Seller's Phone # ▲

283 Seller's Fax # ▲ Seller's E-Mail Address ▲

284 [Signature] Linda Platner davemansur.com Real Estate, 5/4/17  
 285 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
 286 141 A Whitewater St (262) 215-7756  
 287 Whitewater, WI 53190 Broker/Firm Address ▲ Broker/Firm Phone # ▲  
 288

289 (262) 458-0985 lplatner@davemansur.com  
 290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

Parcel Number - 292-0515-3434-001 [MAP](#)  
 Parcel Status - ACTIVE

Data Updated - November 04, 2016 12:00pm

**PARCEL INFORMATION** [?](#)

Municipality City of Whitewater  
 State Municipality Code 292  
 Township 05  
 Range 15  
 Section 34  
 Quarter-Quarter 34  
 ID 001

**VALUATION INFORMATION** [?](#)

Assessment Year	2016	2015
Assessment Acres	3.703	3.703
Assessed Land Value	\$0	\$0
Assessed Improved Value	\$0	\$0
Total Value	\$0	\$0

Current year valuations are subject to change until Board of Review final adjournment [Assessment Detail](#)

**PARCEL OWNERS**

(CLICK ON NAME TO LIST PARCELS WITH OWNERS NAME)

Last Name	First Name	M.I.	JR/SR
<a href="#">WHITEWATER</a>	<a href="#">CITY OF</a>		

**TAX INFORMATION** [?](#)

[2015](#) [2014](#) [2013](#) [2012](#) [2011](#) [2010](#) [2009](#) [2008](#)

2015 Tax Values Not Delinquent

General Taxes:	0.00		
First Dollar	0.00		
Lottery Credit	0.00	<b>Paid</b>	<b>Balance</b>
General Tax	0.00	0.00	0.00
Specials			
MFL			
Tax Totals	0.00	0.00	0.00

**PARCEL ADDRESSES** [?](#)

Address City Zip  
 No Parcel Address

**BILL ADDRESS**

Name CITY OF WHITEWATER  
 Street 312 W WHITEWATER ST  
 City State Zip WHITEWATER, WI 53190

Category	Assessed Value	Average Assessment Ratio	Estimated Market Value
Total	0 /	0.9948	

**PROPERTY SIZE** [?](#)

Acres	Front	Depth
3.703	0.00	0.00

**DISTRICT INFORMATION** [?](#)

Type	State Code	Description
School District	646461	WHITEWATER SCH DIST
Technical College	000400	MATC
TID District	292004	TID District #4

**BRIEF LEGAL DESCRIPTION** [?](#)

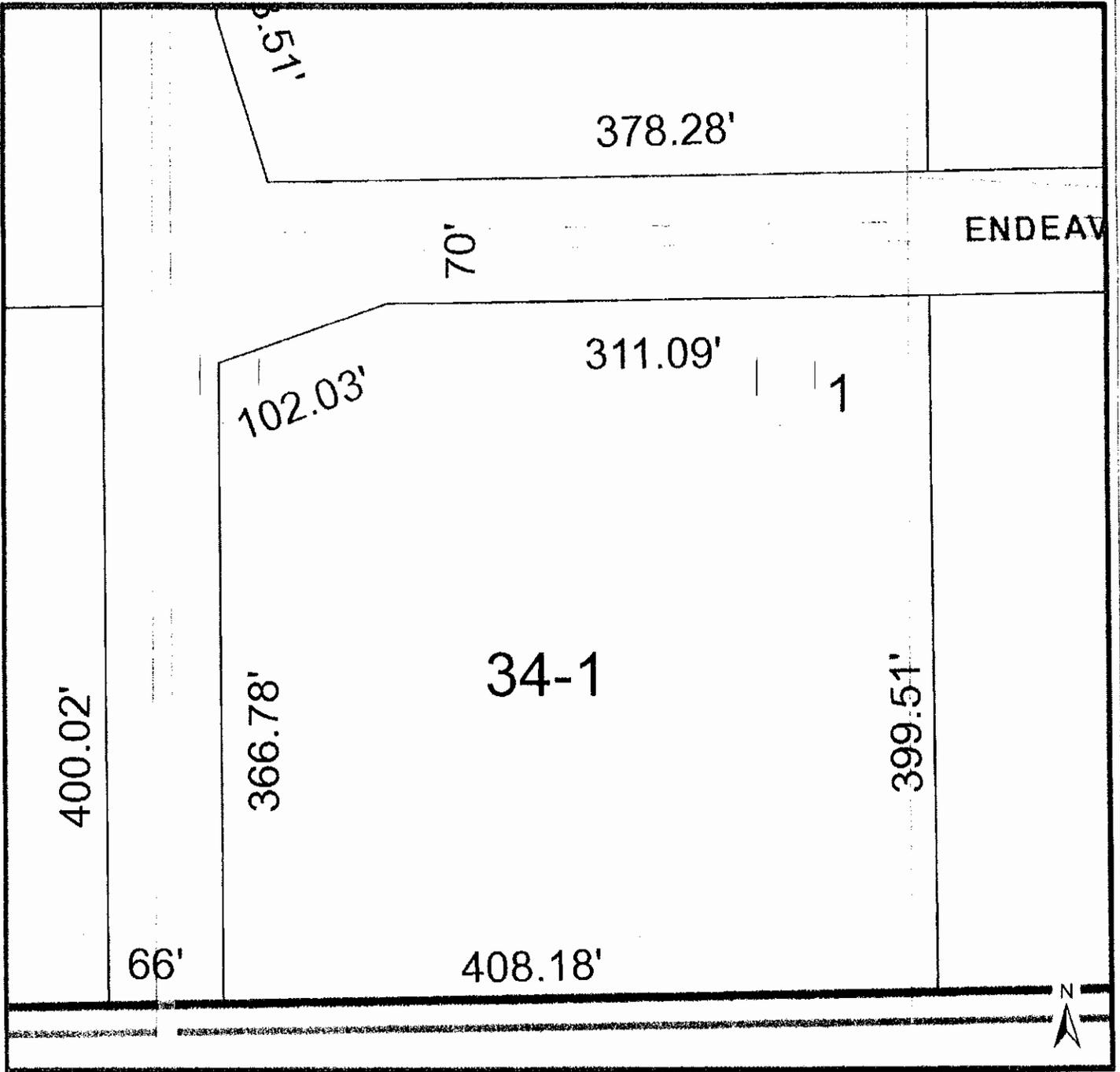
(NOT FOR USE ON LEGAL DOCUMENTS)

LOT 1, CSM 3845-18-151.

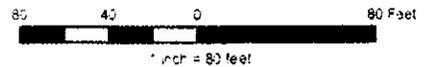
**RECORDED DOCUMENTS** [?](#)

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# Jefferson County Land Information



- Municipal Boundaries
- Property Boundary
- Old Lot/Meander Lines
- Rail Right of Ways
- Road Right of Ways
- Section Lines
- Surface Water
- Map Hooks
- Tax Parcels
- Streams and Ditches



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on November 4, 2016

Public Use

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Parcel 292-0515-3434-001 (STREET ADDRESS) IN THE City (CITY) (VILLAGE) (TOWN) OF Whitewater, COUNTY OF Jefferson, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." \*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\*

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. 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 Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADDITIONAL INFORMATION**

Yes No N/A

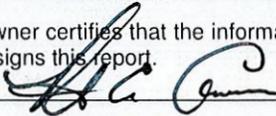
- D.1 Use-Value Assessments. The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a nonagricultural use, such as residential or commercial 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 (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats.  Yes  No  N/A
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.  Yes  No  N/A
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.  Yes  No  N/A
- D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.
- a. I am aware that the property is subject to a farmland preservation agreement.  Yes  No  N/A
- D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.
- a. I am aware that all or part of the property is enrolled in the managed forest land program.  Yes  No  N/A
- D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:
- a. Electricity.  Yes  No  N/A
- b. Municipal water.  Yes  No  N/A
- c. Telephone.  Yes  No  N/A
- d. Cable television.  Yes  No  N/A
- e. Natural gas.  Yes  No  N/A
- f. Municipal sewer.  Yes  No  N/A
- D.4. The owner has owned the property for \_\_\_\_\_ years.
- D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

**NOTICE REGARDING SEX OFFENDER REGISTRY**

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

**OWNER'S CERTIFICATION**

F. 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.

Owner  Date 5/3/17

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

H. 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 ACKNOWLEDGEMENT**

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

*\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*

## DISCLOSURE TO CLIENTS

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

### 28 DEFINITION OF MATERIAL ADVERSE FACTS

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

### 38 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- 39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.  
42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.  
48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.  
53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

55

**CHECK ONLY ONE OF THE THREE BELOW:**

56  
57

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

58  
59  
60

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

61  
62

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

68

**SUBAGENCY**

69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

78 **CONFIDENTIALITY NOTICE TO CLIENTS** The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

- 83 The following information is required to be disclosed by law:  
84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).  
85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

90 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

93 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: davemansur.com Real Estate, LLC

101 [Signature] 5/3/17  
102 **Client's Signature** ▲ **Date** ▲ **Client's Signature** ▲ **Date** ▲

103 Client's Name: White Water CDA Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) LOT 3B INNOVATION DR. /A455500003  
 3 \_\_\_\_\_ in the CITY of  
 4 WHITEWATER, County of WALWORTH, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
 6 The expiration date of the contract is changed from midnight February 9, 2019  
 7 to midnight May 9, 2019  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 Other: \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
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 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 \_\_\_\_\_  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 CENTURY 21 AFFILIATED  
 36 Firm Name ▲  
 37 \_\_\_\_\_  
 38 (x) Greg Greenwood 02/06/2019  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Greg Greenwood

(x) [Signature] 2/11/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ CDA CITY OF WHITEWATER DAVE  
 (x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ \_\_\_\_\_

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual  
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing  
43 contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_



**COPY**

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 **SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**  
2 ■ **PROPERTY DESCRIPTION:** Street address is: LOT 3B INNOVATION DR. /A455500003  
3 in Section \_\_\_\_\_ in the CITY of WHITEWATER, County of WALWORTH,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.  
5 ■ **LIST PRICE:** Fifty-One Thousand Dollars (\$ 51,000.00 ).  
6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: NONE  
8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): NONE  
11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_  
15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property)  STRIKE  
17  ONE has been assessed as agricultural property under use value law.  
18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_  
20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 DECLARATIONS OF COVENANTS AND RESTRICTIONS - WHITEWATER BUSINESS PARK  
23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: C-21 YARD SIGN, MLS LISTING SERVICE, WEB SITES, C-21 AFFILIATED  
26 GREENWOOD WEB SITE, ADVERTISING AND BROCHURES  
27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28  
29 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.  
32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.  
35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
41  
42 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.  
43 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
44 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
45 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
46 The following other buyers are excluded from this Listing until \_\_\_\_\_  INSERT DATE :  
47  
48 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
49 Seller has either accepted an offer from the buyer or sold the Property to the buyer.  
50 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3% (THREE)  
51 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_  
52 ■ **COMMISSION:** Broker's commission shall be 6% (SIX) SEE LINE 255.  
53 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:  
54 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
55 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
56 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
57 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) ~~The duty to provide brokerage services to you fairly and honestly.~~  
 99 (b) ~~The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 (c) ~~The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 (d) ~~The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 (e) ~~The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 (f) ~~The duty to safeguard trust funds and other property the broker holds.~~  
 107 (g) ~~The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**  
 110 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) ~~The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 (b) ~~The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 (c) ~~The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 (d) ~~The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 (e) ~~The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 **A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.**

126 **Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.**

132 **If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.**

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.**

148 **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_

172 \_\_\_\_\_

173 \_\_\_\_\_

174 **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;  
 200 2) significantly reducing the structural integrity of improvements to real estate; or  
 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;  
 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);  
 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,  
 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.



**DISCLOSURE TO CLIENTS**

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

**DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.  
42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.  
48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.  
53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

55 CHECK ONLY ONE OF THE THREE BELOW:

56  The same firm may represent me and the other party as long as the same agent is not  
57 representing us both (multiple representation relationship with designated agency).

58  The same firm may represent me and the other party, but the firm must remain neutral  
59 regardless if one or more different Agents are involved (multiple representation relationship  
60 without designated agency).

61  The same firm cannot represent both me and the other party in the same transaction (I/we  
62 reject multiple representation relationships).

63 NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You  
64 may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in  
65 your agency agreement the commission or fees that you may owe to your firm. If you have any questions  
66 about the commission or fees that you may owe based upon the type of agency relationship you select with  
67 your firm, you should ask your firm before signing the agency agreement.

68 SUBAGENCY

69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage  
74 services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax  
75 advisor, or home inspector.

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

78 CONFIDENTIALITY NOTICE TO CLIENTS The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

- 83 The following information is required to be disclosed by law:  
84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).  
85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
86 report on the property or real estate that is the subject of the transaction.

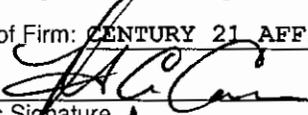
87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

90 CONFIDENTIAL INFORMATION: \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

93 NON-CONFIDENTIAL INFORMATION (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a  
98 residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the  
99 Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.

100 Name of Firm: CENTURY 21 AFFILIATED GREENWOOD

101  5-5-17  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: CITY OF WHITEWATER Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT LOT 3B INNOVATION DR. /A45550003 (STREET ADDRESS) IN THE CITY (CITY) (VILLAGE) (TOWN) OF WHITEWATER, COUNTY OF WALWORTH, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." *\*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\**

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. I am aware of underground or aboveground fuel storage tanks on <i>or previously located</i> on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	Sec Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	___	✓	___	___
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	___	✓	___	___
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	___	✓	___	___
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	___	✓	___	___
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	___	✓	___	___
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	___	✓	___	___
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	___	✓	___	___
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	___	✓	___	___
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	___	✓	___	___
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	___	✓	___	___
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	___	✓	___	___
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	___	✓	___	___
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	___	✓	___	___
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	___	✓	___	___
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	___	✓	___	___
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	___	✓	___	___
C.26. I am aware of existing or abandoned manure storage facilities.	___	✓	___	___
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	___	✓	___	___
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	___	✓	___	___
C.30. I am aware of other defects affecting the property.	___	✓	___	___

ADDITIONAL INFORMATION

Yes No N/A

D.1 Use-Value Assessments. 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 nonagricultural use, such as 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 (DOR's) equalization section at (608) 266-2149 or visit: http://www.revenue.wi.gov/faqslf/useassmt.html.

- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.

D.2 Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: http://workinglands.wi.gov.

- a. I am aware that the property is subject to a farmland preservation agreement.

D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: http://dnr.wi.gov/forestry.

- a. I am aware that all or part of the property is enrolled in the managed forest land program.

D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:

- a. Electricity.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.

D.4. The owner has owned the property for \_\_\_\_\_ years.

D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting http://www.widocoffenders.org.

OWNER'S CERTIFICATION

F. 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.

Owner [Signature] Date 5-5-77

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

NOTICE REGARDING ADVICE OR INSPECTIONS

H. 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 ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.

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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.

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**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) LOT 4B INNOVATION DR. /A455500001  
 3 \_\_\_\_\_ in the CITY of  
 4 WHITEWATER, County of WALWORTH, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 9, 2019  
 7 to midnight May 9, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 Other: \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
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 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 **CENTURY 21 AFFILIATED**  
 36 Firm Name ▲  
 37 \_\_\_\_\_  
 38 (x) \_\_\_\_\_ 02/06/2019  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Greg Greenwood

(x) \_\_\_\_\_ 2/11/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ CDA CITY OF WHITEWATER DAVE

(x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
 42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
 43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.  
 45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_



COPY

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: LOT 4B INNOVATION DR. /A455500001

3 in Section \_\_\_\_\_ in the CITY of WHITEWATER, County of WALWORTH,

4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** Ninety-Five Thousand, Two Hundred Dollars (\$ 95,200.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: NONE

8  
9 ■ **NOT INCLUDED IN LIST PRICE:** CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): NONE

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): -----

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property)  STRIKE  
17  ONE has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 -----

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 DECLARATIONS OF COVENANTS AND RESTRICTIONS - WHITEWATER BUSINESS PARK

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: C-21 YARD SIGN, MLS LISTING SERVICE, WEB SITES, C-21 AFFILIATED  
26 GREENWOOD WEB SITE, ADVERTISING AND BROCHURES

27 Broker may advertise the following special financing and incentives offered by Seller: -----  
28  
29 Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: ----

41 CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until -----  INSERT DATE :

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3% (THREE)  
50 -----. (Exceptions if any): -----

51 ■ **COMMISSION:** Broker's commission shall be 6% (SIX) SEE LINE 255.  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~
- 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~
- 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~
- 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~
- 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~
- 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~
- 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~
- 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~
- 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~
- 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~
- 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ~~■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.~~

126 ~~■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.~~

132 ~~■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.~~

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 ~~NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.~~

148 ~~■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.~~

152 ~~**PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**~~

157 ~~■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:~~

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_

172 \_\_\_\_\_

173 \_\_\_\_\_

174 ~~■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.~~

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity LOT LINE ; gas LOT LINE ;  
251 municipal sewer LOT LINE ; municipal water LOT LINE ; telephone LOT LINE ;  
252 other \_\_\_\_\_ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M-1

254 ■ **ADDITIONAL PROVISIONS:**

255 COMMISSION IS 6% OF SALE PRICE. MINIMUM COMMISSION AMOUNT PER ACRE IS \$2,500. PER ACRE  
256 ROUNDED TO THE NEAREST ONE TENTH OF AN ACRE.

257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_

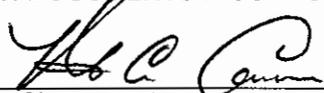
261 ■ **ADDENDA:** The attached addenda \_\_\_\_\_

262 \_\_\_\_\_ is/are made part of this Listing.

263  
264  
265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 9th day of May, 2017,  
269 up to and including midnight of the 9th day of May, 2018.

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

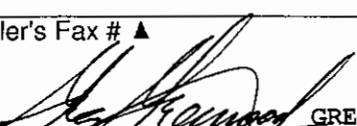
273 (x)  \_\_\_\_\_ CITY OF WHITEWATER-PAT CANNON 5-5-17  
274 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲  
275 312 W. WHITEWATER STREET  
276 WHITEWATER, WI 53190 \_\_\_\_\_ Seller's Phone # ▲

277 \_\_\_\_\_  
278 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ pcannon@whitewater-wi.gov

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲

285 (x)  \_\_\_\_\_ CENTURY 21 AFFILIATED  
286 Agent for Broker ▲ GREG GREENWOOD GREENWOOD \_\_\_\_\_ 05/04/2017  
287 202 E. MAIN STREET Print Name Here: ▲ \_\_\_\_\_ Date ▲  
288 WHITEWATER, WI 53190 \_\_\_\_\_ (262) 473-4454

289 \_\_\_\_\_ Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲

289 (262) 473-4546 \_\_\_\_\_ greg.greenwood@c21affiliated.com  
290 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲

**DISCLOSURE TO CLIENTS**

1 **UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND**  
2 **SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

28 **DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

38 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

56  
57

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

58  
59  
60

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

61  
62

**NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

**PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS**

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

\_\_\_\_\_  
\_\_\_\_\_

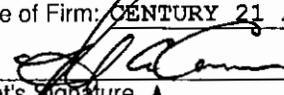
**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents):

\_\_\_\_\_

*(Insert information you authorize to be disclosed, such as financial qualification information.)*

**If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

Name of Firm: CENTURY 21 AFFILIATED GREENWOOD

Client's Signature  Date 5-5-12 Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

Client's Name: CITY OF WHITEWATER Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT LOT 4B INNOVATION DRIVE  
/A455500001 (STREET ADDRESS) IN THE \_\_\_\_\_ CITY \_\_\_\_\_ (CITY) (VILLAGE) (TOWN)  
 OF WHITEWATER, COUNTY OF WALWORTH, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." *\*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\**

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. 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 Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsol conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL INFORMATION

Yes No N/A

D.1 Use-Value Assessments. 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 nonagricultural use, such as 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 (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.

- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. \_\_\_  \_\_\_
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. \_\_\_  \_\_\_
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. \_\_\_  \_\_\_

D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.

- a. I am aware that the property is subject to a farmland preservation agreement. \_\_\_  \_\_\_

D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.

- a. I am aware that all or part of the property is enrolled in the managed forest land program. \_\_\_  \_\_\_

D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:

- a. Electricity. \_\_\_  \_\_\_
- b. Municipal water. \_\_\_  \_\_\_
- c. Telephone. \_\_\_  \_\_\_
- d. Cable television. \_\_\_  \_\_\_
- e. Natural gas. \_\_\_  \_\_\_
- f. Municipal sewer. \_\_\_  \_\_\_

D.4. The owner has owned the property for \_\_\_\_\_ years.

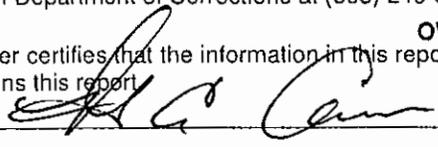
D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

**NOTICE REGARDING SEX OFFENDER REGISTRY**

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

**OWNER'S CERTIFICATION**

F. 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.

Owner  Date 5-5-11  
Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

H. 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 ACKNOWLEDGEMENT**

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

*\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*

**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) LOT 5B ENDEAVOR DR. 29205153424002  
 3 \_\_\_\_\_ in the CITY of \_\_\_\_\_  
 4 WHITEWATER, County of JEFFERSON, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 9, 2019  
 7 to midnight May 9, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 Other: \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
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 27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 CENTURY 21 AFFILIATED  
 36 Firm Name ▲  
 37 \_\_\_\_\_  
 38 (x) Greg Greenwood 02/06/2019  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Greg Greenwood

(x) David Carlson 2/11/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ CDA CITY OF WHITEWATER DAVE  
 (x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ Date ▲



**COPY**

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: LOT 5B ENDEAVOR DRIVE #292-0515-3424-002  
3 in Section \_\_\_\_\_ in the CITY of WHITEWATER, County of JEFFERSON,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** One Hundred Ninety Thousand, Four Hundred Dollars (\$ 190,400.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: NONE

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): NONE

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): -----

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE  
17 ONE has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 -----

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 DECLARATIONS OF COVENANTS AND RESTRICTIONS - WHITEWATER BUSINESS PARK

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: C-21 YARD SIGN, MLS LISTING SERVICE, WEB SITES, C-21 AFFILIATED  
26 GREENWOOD WEB SITE, ADVERTISING AND BROCHURES

27 Broker may advertise the following special financing and incentives offered by Seller: -----  
28  
29 Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: ----

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until INSERT DATE :

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3% (THREE)  
50 -----. (Exceptions if any): -----

51 ■ **COMMISSION:** Broker's commission shall be 6% (SIX) SEE LINE 255.

52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:  
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~  
 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~  
 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~  
 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~  
 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~  
 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~  
 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~  
 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~  
 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~  
 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~  
 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 **A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.**

126 **Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.**

132 **If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.**

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.**

148 **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_

170 \_\_\_\_\_  
171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_

173 \_\_\_\_\_

174 **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity LOT LINE; gas LOT LINE;  
 251 municipal sewer LOT LINE; municipal water LOT LINE; telephone LOT LINE;  
 252 other \_\_\_\_\_; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M-1

254 ■ **ADDITIONAL PROVISIONS:**

255 COMMISSION IS 6% OF SALE PRICE. MINIMUM COMMISSION AMOUNT PER ACRE IS \$2,500. PER ACRE  
 256 ROUNDED TO THE NEAREST ONE TENTH OF AN ACRE.

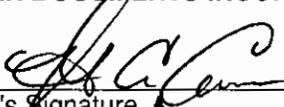
257 \_\_\_\_\_  
 258 \_\_\_\_\_  
 259 \_\_\_\_\_  
 260 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
 263 \_\_\_\_\_  
 264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 9th day of May, 2017,  
 269 up to and including midnight of the 9th day of May, 2018.

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
 271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
 272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x)  \_\_\_\_\_ CITY OF WHITEWATER-PAT CANNON 5.5.17  
 274 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲  
 275 312 W. WHITEWATER STREET  
 276 WHITEWATER, WI 53190 \_\_\_\_\_ Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲

277 \_\_\_\_\_ pcannon@whitewater-wi.gov  
 278 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
 280 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲

281 \_\_\_\_\_  
 282 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲

283 \_\_\_\_\_  
 284 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲

285 (x)  \_\_\_\_\_ GREG GREENWOOD CENTURY 21 AFFILIATED GREENWOOD 05/04/2017  
 286 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲  
 287 202 E. MAIN STREET  
 288 WHITEWATER, WI 53190 \_\_\_\_\_ Broker/Firm Address ▲ \_\_\_\_\_ (262) 473-4454  
 \_\_\_\_\_ Broker/Firm Phone # ▲

289 (262) 473-4546 \_\_\_\_\_ greg.greenwood@c21affiliated.com  
 290 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲

**DISCLOSURE TO CLIENTS**

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

28 **DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

38 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

56  
57

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

58  
59  
60

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

61  
62

**NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

**PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS**

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

\_\_\_\_\_

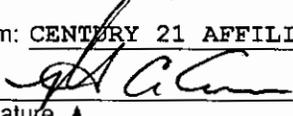
**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents):

\_\_\_\_\_

*(Insert information you authorize to be disclosed, such as financial qualification information.)*

**If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

Name of Firm: CENTURY 21 AFFILIATED GREENWOOD

Client's Signature  Date 5-5-17

Client's Name: CITY OF WHITEWATER Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. Copyright © 2016 by Wisconsin REALTORS® Association Drafted by Attorney Debra Peterson Conrad

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT LOT 5B ENDEAVOR DR. -29205153424002 (STREET ADDRESS) IN THE CITY (CITY) (VILLAGE) (TOWN) OF WHITEWATER, COUNTY OF JEFFERSON, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." *\*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\**

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. 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 Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	_____	_____✓	_____	_____
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	_____	_____✓	_____	_____
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	_____	_____✓	_____	_____
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	_____	_____✓	_____	_____
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	_____	_____✓	_____	_____
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	_____	_____✓	_____	_____
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	_____	_____✓	_____	_____
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	_____	_____✓	_____	_____
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	_____	_____✓	_____	_____
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	_____	_____✓	_____	_____
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	_____	_____✓	_____	_____
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	_____	_____✓	_____	_____
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	_____	_____✓	_____	_____
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	_____	_____✓	_____	_____
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	_____	_____✓	_____	_____
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	_____	_____✓	_____	_____
C.26. I am aware of existing or abandoned manure storage facilities.	_____	_____✓	_____	_____
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	_____	_____✓	_____	_____
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	_____	_____✓	_____	_____
C.30. I am aware of other defects affecting the property.	_____	_____✓	_____	_____

ADDITIONAL INFORMATION

Yes No N/A

D.1 Use-Value Assessments. 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 nonagricultural use, such as 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 (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/sif/useassmt.html>.

- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. \_\_\_\_\_  \_\_\_\_\_
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. \_\_\_\_\_  \_\_\_\_\_
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. \_\_\_\_\_  \_\_\_\_\_

D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.

- a. I am aware that the property is subject to a farmland preservation agreement. \_\_\_\_\_  \_\_\_\_\_

D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.

- a. I am aware that all or part of the property is enrolled in the managed forest land program. \_\_\_\_\_  \_\_\_\_\_

D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:

- a. Electricity. \_\_\_\_\_  \_\_\_\_\_
- b. Municipal water. \_\_\_\_\_  \_\_\_\_\_
- c. Telephone. \_\_\_\_\_  \_\_\_\_\_
- d. Cable television. \_\_\_\_\_  \_\_\_\_\_
- e. Natural gas. \_\_\_\_\_  \_\_\_\_\_
- f. Municipal sewer. \_\_\_\_\_  \_\_\_\_\_

D.4. The owner has owned the property for \_\_\_\_\_ years.

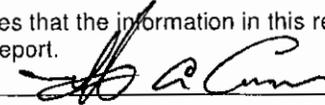
D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

**NOTICE REGARDING SEX OFFENDER REGISTRY**

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

**OWNER'S CERTIFICATION**

F. 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.

Owner  Date 5-5-12  
Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

H. 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 ACKNOWLEDGEMENT**

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

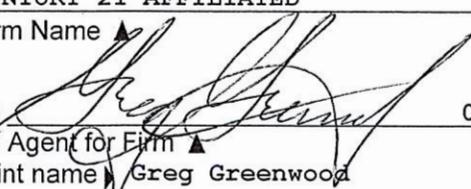
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

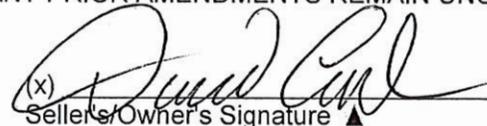
*\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*

**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated May 9, 2017, between the undersigned, for sale/rental of the  
 2 property known as (Street Address/Description) LOT 8B PROSPECT DR. 29205153434003  
 3 \_\_\_\_\_ in the CITY of  
 4 WHITEWATER, County of JEFFERSON, Wisconsin is amended as follows:  
 5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 6 The expiration date of the contract is changed from midnight February 9, 2019  
 7 to midnight May 9, 2019.  
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 Other: \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
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 25 \_\_\_\_\_  
 26 \_\_\_\_\_  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 **CENTURY 21 AFFILIATED**  
 36 Firm Name ▲  
 37   
 38 (x) 02/06/2019  
 39 By Agent for Firm ▲ Date ▲  
 40 Print name ▶ Greg Greenwood

(x)  2/4/19  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶ CDA CITY OF WHITEWATER DAVE  
 (x) \_\_\_\_\_  
 Seller's/Owner's Signature ▲ Date ▲  
 Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
 42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
 43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.  
 45 (x) \_\_\_\_\_  
 46 Supervising Broker's Signature ▲ Print name ▶ Date ▲



**COPY**

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: LOT 8B PROSPECT DRIVE #292-0515-3434-003  
3 in Section \_\_\_\_\_ in the CITY of WHITEWATER, County of JEFFERSON,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** Five Hundred Six Thousand, Six Hundred Dollars (\$ 506,600.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: NONE

8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): NONE

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) [STRIKE  
17 ONE] has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 DECLARATIONS OF COVENANTS AND RESTRICTIONS - WHITEWATER BUSINESS PARK

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: C-21 YARD SIGN, MLS LISTING SERVICE, WEB SITES, C-21 AFFILIATED  
26 GREENWOOD WEB SITE, ADVERTISING AND BROCHURES

27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

40  
41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.  
42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ [INSERT DATE] :

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3% (THREE)  
50 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be 6% (SIX) SEE LINE 255.  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) The duty to provide brokerage services to you fairly and honestly.  
 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 101 it, unless disclosure of the information is prohibited by law.  
 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 103 information is prohibited by law. (See Lines 218-221)  
 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 105 information or the confidential information of other parties. (See Lines 157-173)  
 106 (f) The duty to safeguard trust funds and other property the broker holds.  
 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE  
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,  
 112 unless you release the broker from this duty.  
 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.  
 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are  
 115 within the scope of the agency agreement.  
 116 (d) The broker will negotiate for you, unless you release the broker from this duty.  
 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 **■** A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 **■** Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 **■** If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 ~~NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION~~  
143 ~~RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO~~  
144 ~~YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE~~  
145 ~~ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY~~  
146 ~~RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY~~  
147 ~~AGREEMENT.~~

148 **■ SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**  
155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**  
156 **the Wisconsin statutes.**

157 **■ CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_

170 \_\_\_\_\_  
171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_

173 \_\_\_\_\_  
174 **■ SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.



**DISCLOSURE TO CLIENTS**

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**  
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

**DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
37 under a contract or agreement made concerning the transaction.

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.  
42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.  
48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.  
53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

56  
57

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

58  
59  
60

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

61  
62

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**  
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**  
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**  
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**  
67 **your firm, you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

68  
69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm  
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will  
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or  
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**  
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS**

78 The Firm and its Agents will keep confidential any information given to the Firm  
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable  
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm  
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
82 Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).

2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other  
89 information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents):

93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_  
(Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**  
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**  
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: CENTURY 21 AFFILIATED GREENWOOD

101 [Signature] 5.5.17  
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲

103 Client's Name: CITY OF WHITEWATER Client's Name: \_\_\_\_\_

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.  
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**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT LOT 8B PROSPECT DR #29205153434003 (STREET ADDRESS) IN THE \_\_\_\_\_ CITY \_\_\_\_\_ (CITY) (VILLAGE) (TOWN) OF WHITEWATER, COUNTY OF JEFFERSON, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." \*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\*

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. I am aware of underground or aboveground fuel storage tanks on <i>or previously located</i> on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL INFORMATION

Yes No N/A

- D.1 Use-Value Assessments. 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 nonagricultural use, such as 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 (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
  - a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. \_\_\_\_\_  \_\_\_\_\_
  - b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. \_\_\_\_\_  \_\_\_\_\_
  - c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. \_\_\_\_\_  \_\_\_\_\_
- D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.
  - a. I am aware that the property is subject to a farmland preservation agreement. \_\_\_\_\_  \_\_\_\_\_
- D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.
  - a. I am aware that all or part of the property is enrolled in the managed forest land program. \_\_\_\_\_  \_\_\_\_\_
- D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:
 

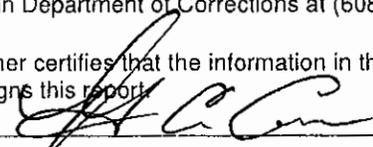
a. Electricity.	_____ <input checked="" type="checkbox"/>	_____	_____
b. Municipal water.	_____ <input checked="" type="checkbox"/>	_____	_____
c. Telephone.	_____ <input checked="" type="checkbox"/>	_____	_____
d. Cable television.	_____ <input checked="" type="checkbox"/>	_____	_____
e. Natural gas.	_____ <input checked="" type="checkbox"/>	_____	_____
f. Municipal sewer.	_____ <input checked="" type="checkbox"/>	_____	_____
- D.4. The owner has owned the property for \_\_\_\_\_ years.
- D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

**NOTICE REGARDING SEX OFFENDER REGISTRY**

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

**OWNER'S CERTIFICATION**

F. 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.

Owner  Date 5-5-17

Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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 \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

H. 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 ACKNOWLEDGEMENT**

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

*\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*



0



COPY

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 **SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**  
2 ■ **PROPERTY DESCRIPTION:** Street address is: LOT 9B ENTERPRISE BLVD #292-0515-3432-000  
3 in Section \_\_\_\_\_ in the CITY of WHITEWATER, County of JEFFERSON,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.  
5 ■ **LIST PRICE:** Five Hundred Eighty-One Thousand, Four Hundred Dollars (\$ 581,400.00).  
6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: NONE  
8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): NONE  
11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_  
15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE  
17 ONE has been assessed as agricultural property under use value law.  
18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 \_\_\_\_\_  
20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 DECLARATIONS OF COVENANTS AND RESTRICTIONS - WHITEWATER BUSINESS PARK  
23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: C-21 YARD SIGN, MLS LISTING SERVICE, WEB SITES, C-21 AFFILIATED  
26 GREENWOOD WEB SITE, ADVERTISING AND BROCHURES  
27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.  
31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.  
34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
40  
41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.  
42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ INSERT DATE :  
46 \_\_\_\_\_  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.  
49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 3% (THREE)  
50 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_  
51 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_ 6% (SIX) SEE LINE 255.  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:  
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 ~~(a) The duty to provide brokerage services to you fairly and honestly.~~
- 99 ~~(b) The duty to exercise reasonable skill and care in providing brokerage services to you.~~
- 100 ~~(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~
- 102 ~~(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~
- 104 ~~(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~
- 106 ~~(f) The duty to safeguard trust funds and other property the broker holds.~~
- 107 ~~(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 ~~(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~
- 113 ~~(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~
- 114 ~~(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~
- 116 ~~(d) The broker will negotiate for you, unless you release the broker from this duty.~~
- 117 ~~(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 **A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.**

126 **Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.**

132 **If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.**

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.**

148 **SUBAGENCY: The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.**

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 **CONFIDENTIALITY NOTICE TO CLIENTS: Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:**

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_

170 \_\_\_\_\_  
171 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker):** \_\_\_\_\_  
172 \_\_\_\_\_

173 \_\_\_\_\_

174 **SELLER'S DISCLOSURE REPORT: Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.**

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.



**DISCLOSURE TO CLIENTS****1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
 4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
 5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
 6 request it, unless disclosure of the information is prohibited by law.  
 7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 8 information is prohibited by law (see lines 28-37).  
 9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
 10 confidential information or the confidential information of other parties (see lines 78-96).  
 11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
 12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 13 advantages and disadvantages of the proposals.

**14 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S  
15 CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
 17 affect your transaction, unless you release the Firm from this duty.  
 18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
 19 Facts.  
 20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
 21 requests that are within the scope of the agency agreement.  
 22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
 23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
 24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
 25 information or advice is contrary to your interests.  
 26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
 27 relationship"), different duties may apply.

**28 DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
 30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
 31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
 32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
 34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
 35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or  
 36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
 37 under a contract or agreement made concerning the transaction.

**38 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
 40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
 41 services through designated agency, which is one type of multiple representation relationship.  
 42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
 43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
 44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
 45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
 46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
 47 will not reveal any of your confidential information to another party unless required to do so by law.  
 48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
 49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
 50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
 51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
 52 approach, the same Agent may represent more than one client in a transaction.  
 53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
 54 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

55

56

57

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

58

59

60

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

61

62

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

**NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.**

68

**SUBAGENCY**

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

**PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS** The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

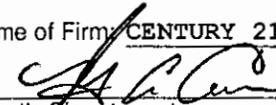
To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

**CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
\_\_\_\_\_

**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_  
\_\_\_\_\_  
*(Insert information you authorize to be disclosed, such as financial qualification information.)*

**If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

Name of Firm: CENTURY 21 AFFILIATED GREENWOOD

Client's Signature  Date 5-5-17 Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

Client's Name: CITY OF WHITEWATER Client's Name: \_\_\_\_\_

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT LOT 9B ENTERPRISE 29205153432000 (STREET ADDRESS) IN THE CITY (CITY) (VILLAGE) (TOWN) OF WHITEWATER, COUNTY OF JEFFERSON, 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 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (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 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 adversely affect the use of the property.

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." *\*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\**

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 proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	<input checked="" type="checkbox"/>	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	<input checked="" type="checkbox"/>	_____	_____
C.9. 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 Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	<input checked="" type="checkbox"/>	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	<input checked="" type="checkbox"/>	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL INFORMATION

Yes No N/A

- D.1 Use-Value Assessments... D.2 Farmland Preservation... D.2m Managed Forest Land... D.3 Utility Connections... D.4 The owner has owned the property for... D.5 Explanation of "yes" responses.

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting http://www.widocoffenders.org.

OWNER'S CERTIFICATION

F. 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.

Owner [Signature] Date 5-17

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that 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

NOTICE REGARDING ADVICE OR INSPECTIONS

H. 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 ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.
Prospective Buyer Date
Prospective Buyer Date
Prospective Buyer Date

\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.