



## Community Development Authority

March 22, 2016  
6:00 p.m.

### AGENDA

1. Call to order
2. Minute Approval
  - February 23, 2016 [CDA Minutes 02-23-2016](#)
3. Public Hearings:
4. Update from Mayor St. Marie-Carls
5. Discussion and Action Items:
  - Dickman Property Listing update
    - ✓ 2517 East Norwich Avenue - [2517 E Norwich](#)
    - ✓ Howard and Kinnickinnic - [Howard and KK](#)
    - ✓ South Lake Drive - [South Lake Drive](#)
  - Update on Layton Avenue Welcome Sign
  - First Right of Refusal for land located near 2300 East Layton Avenue and 3548 East Howard Avenue
  - Discussion on old City Hall Site – 4235 South Nicholson Avenue
6. Adjourn

### PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public hearings, which have a qualifying disability under the Americans with Disabilities Act. Requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the St. Francis City Clerk at 481-2300. The meeting room is wheelchair accessible from entrances.

**NOTE:** There is a potential that a quorum of the Common Council may be present.

**MINUTES OF THE COMMUNITY DEVELOPMENT AUTHORITY MEETING HELD  
FEBRUARY 23, 2016**

Present: Ralph Voltner, PJ Early, Alderwoman Bostedt, Alderman Wattawa, Jim Fleming, Tom Cottreau

Also Present: City Administrator Rhode, City Clerk/Treasurer Uecker, City Engineer Dejewski, Mayor St. Marie-Carls, Alderman McSweeney, Alderman Brickner and interested citizens

Excused: Bob Pleva

Chairman Voltner called the meeting to order at 6:00 p.m.

Moved by Alderman Wattawa, seconded by Alderwoman Bostedt to place on file the minutes of the Community Development Authority meeting held January 21, 2016. Motion carried.

Update from the Mayor:

The Economic Development Committee is in the process of planning the Business of the Year dinner and the CDA can nominate a business. They should give those nominations to either City Administrator Rhode or Mayor St. Marie-Carls.

The Planning Commission had heard from Sherman and Associates and made some design suggestions to them when they were at the Planning Commission meeting.

Moved by Alderman Wattawa, seconded by PJ Early to suspend the agenda to the Sherman and Associates Presentation. Motion carried.

Sherman and Associates Presentation – Future Development at 4300 South Lake Drive:

Sherman is based out of Minneapolis and they have done over \$2 Billion in development with over 400 employees. They own and manage hotels and apartments. They are long term owners – they don't build and flip. They will bring in a third party operator to manage this project as it is a bit different than other projects they have done. They are proposing 100-160 units of independent living and 80-120 units of assisted living. This is being driven by the market studies that they have done. They are not proposing any tax credits in the financing. This project would complement other developments in that same area. This increases the density that will asset in future retail development in the area as well. The project will have a residential feel, using high quality materials along with vistas so not all the lake view is lost.

Sherman and Associates is asking for TIF assistance for the project. The TIF funds would be used to make the project one of high quality and amenities. It would be a high quality project on the lakefront; it doesn't directly compete with the Bear Development and it would increase the density to support the local economy. They would like to take this to the next step and start doing some financial analysis.

Alderwoman Bostedt felt that this project isn't the best for the City – the City needs families with school aged students. Alderman Wattawa also stated that there is a lot of senior housing in the City and it does tax our emergency services.

City Administrator Rhode asked where Sherman was with the purchase of the property. They have about 180 days left in their contract to purchase the property. Their development in Shorewood is also getting TIF funding. Underground parking is planned for both the assisted and independent living which will cover residents, staff and visitors.

Moved by PJ Early, seconded by Alderman Wattawa to enter into an agreement with Ehlers and Associates to perform the financial analysis of this project as it pertains to TIF funding. Motion carried with Alderwoman Bostedt and Jim Fleming opposed.

First Right of Refusal for land located near 2300 East Layton Avenue and 3548 East Howard Avenue:

City Administrator Rhode gave a brief history of the right of refusals as they are on the agenda. Keren Properties is also looking for TIF assistance for a new monument sign at 2300 East Layton Avenue.

2300 East Layton Avenue:

Benjy Keren is looking at purchasing what the City has always referred to as East Price Avenue. They are looking at the property for additional parking and would like first right of refusal to purchase that City owned property. Mr. Keren stated that there isn't enough parking to begin with per the City but they had a study done and found that at this time there wasn't a need for additional parking at this time. Easements would have to be created when the CSM would be created.

Moved by Alderwoman Bostedt, seconded by Jim Fleming to grant Keren Properties the First Right of Refusal for the property located near 2300 East Layton Avenue for consideration pending City Attorney and staff review for drafting of documents. Motion carried.

Keren Properties is also asking for TIF assistance for a new monument sign at 2300 East Layton Avenue. It would be on the corner of the property located at 2300 East Layton Avenue. The Zoning Board of Appeals did approve the sign. The sign is proposed to be in the parking lot, near where the existing sign is. Chairman Voltner stated that the CDA shouldn't be paying for a sign at the entrance of the City that advertises businesses like Pay Day Loans. Mr. Keren stated that potential leasers were looking for the monument sign.

Moved by Alderwoman Bostedt, seconded by PJ Early to deny Benjy Keren's request for TIF assistance for a new monument sign at 2300 East Layton Avenue. Motion carried.

3548 East Howard Avenue:

The Gadzik family owns 3865 East Howard Avenue and has developed apartments in the City. They have always been interested in the City's parcel. The property is being actively marketed which led to the request to the City.

Moved by Alderwoman Bostedt, seconded by Alderman Wattawa to grant the Gadzik family the Right of First Refusal for the property located at 3548 East Howard Avenue for consideration pending City Attorney and staff review for drafting of documents. Motion carried.

DF Update:

City Administrator Rhode stated that they are still working on this site. He has worked with the Dickman group to market the property but the DNR issues are a bit of a hang up. They are leaning toward marketing it as a heavy manufacturing sight.

Former City Hall Demo Update – 4235 South Nicholson Avenue:

City Administrator Rhode stated that they have until the end of February to get the building completely down. They plan on backfilling and leaving a level site. They will come back in the spring to seed the property.

New City Owned Property Listing Update:

The DF site, the KK and Howard site and the Lake Drive site have staff work being done on them – there are easement issues, trail and storm water issues as well as needing CSM's need to be done on some of the property. Dickman is waiting for the City to finish doing research before starting the marketing.

Future Meeting Dates:

Tentative meetings dates are March 22<sup>nd</sup>, April 26<sup>th</sup> and May 24<sup>th</sup>.

Graef Engineering Monument Sign on Layton Avenue:

City Administrator Rhode handed out an updated presentation from Graef who was unable to attend the meeting. The sign would go in the median on Layton Avenue to replace the existing sign. The project was held up because of the County's reconstruction of Layton Avenue. It has to be a breakaway, cannot be lit and it has to be moved a few feet. This is ready to be bid for a spring project. City Engineer Dejewski gave some background on the City's streetscape plan. The CDA needs to give some direction to the landscape architect so that they can come back with plans and drawings. There is a budget of \$25,000 for this sign.

Moved by Alderwoman Bostedt, seconded by Jim Fleming to move forward with Option B for the median sign on Layton Avenue. Motion fails.

Moved by Alderwoman Bostedt, seconded by PJ Early to move forward with Option A for the median sign on Layton Avenue. Motion carries with Jim Fleming and Alderman Wattawa voting no.

Moved by Alderman Wattawa, seconded by Jim Fleming to adjourn. Motion carried.

Time: 7:42 p.m.

**WB-5 COMMERCIAL 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: 2517 E. Norwich Avenue  
3 \_\_\_\_\_ in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ St. Francis \_\_\_\_\_, County of \_\_\_\_\_ Milwaukee \_\_\_\_\_,  
4 Wisconsin. Insert additional description, if any, at lines 258-270 or attach as an addendum per lines 271-277.

5 ■ **LIST PRICE:** \_\_\_\_\_ Four Hundred Twenty-Five Thousand \_\_\_\_\_ Dollars (\$ 425,000.00 ).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 11-14,  
7 and the following items: None

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
11 continue to be owned by the lessor.(See lines 194-204): None

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except:

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ **SELLER AUTHORITY TO SELL:** Seller represents that Seller has authority to convey the Property. If the  
19 Property's owner is an entity, Seller agrees, within ten days of the execution of this Listing, to provide Broker with a  
20 copy of documents evidencing that the sale of the Property has been properly authorized.

21 ■ **ZONING:** Seller represents that the Property is zoned: \_\_\_\_\_.

22 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the  
23 Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming  
24 uses or other conditions affecting the Property: \_\_\_\_\_

25 \_\_\_\_\_  
26 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
27 Seller agrees that Broker may market Seller's personal property identified on lines 7-9 during the term of this Listing.  
28 Broker's marketing may include: Advertising; "Cold Calling"; Signs  
29 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_

30 \_\_\_\_\_  
31 Seller has a duty to cooperate with Broker's marketing efforts. See lines 87-93 regarding Broker's role as marketing  
32 agent and Seller's duty to notify Broker of any potential buyer known to Seller. Seller agrees that Broker may market  
33 other properties during the term of this Listing.

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

37 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
38 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
39 (agents from other companies engaged by Broker - See lines 151-154) and brokers representing buyers. Cooperation  
40 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
41 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
42 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

43 \_\_\_\_\_  
44 CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

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

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

52 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: \_\_\_\_\_  
53 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

54 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_ 5% or 6% in the event of a co-broke \_\_\_\_\_.

55 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 56 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 57 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 58 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 59 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 60 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
- 61 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-15
- 62 COMMERCIAL OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 209-212
- 63 regarding procurement.)

64 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)

65 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the

66 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair

67 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction

68 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing

69 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of

70 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to

71 another owner, except by divorce judgment.

72 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to

73 any remaining Property.

74 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon

75 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to

76 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be

77 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected

78 Buyers, on the same terms, for one year after the Listing is terminated.

79 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a

80 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker

81 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the

82 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'

83 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on

84 line 282 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in

85 accordance with lines 188-193. CAUTION: Early termination of this Listing may be a breach of contract, causing the

86 terminating party to potentially be liable for damages.

87 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's

88 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control

89 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to

90 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,

91 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers

92 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries

93 concerning the Property to Broker.

94 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign

95 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)

96 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by

97 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the

98 lease(s) unless released by tenants.

99 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

- 101 (a) The duty to provide brokerage services to you fairly and honestly.
- 102 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 103 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
- 104 it, unless disclosure of the information is prohibited by law.
- 105 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the
- 106 information is prohibited by law. (See Lines 205-208)
- 107 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential
- 108 information or the confidential information of other parties. (See Lines 159-177)
- 109 (f) The duty to safeguard trust funds and other property the broker holds.
- 110 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
- 111 advantages and disadvantages of the proposals.

112 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**

113 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

164 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 205-208).

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

167 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
168 below (see lines 170-173). At a later time, you may also provide the Broker with other information you consider to be  
169 confidential.

170 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

171 \_\_\_\_\_

172 \_\_\_\_\_

173 \_\_\_\_\_

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

175 \_\_\_\_\_

176 \_\_\_\_\_

177 \_\_\_\_\_

178 ■ **DEFINITIONS:**

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

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

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

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

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

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

- 189 1) giving the document or written notice personally to the party;
- 190 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 191 commercial delivery system, addressed to the party, at the party's address (See lines 288, 294 and 300.);
- 192 3) electronically transmitting the document or written notice to the party's fax number (See lines 290, 296 and 302.); or,
- 193 4) as otherwise agreed in additional provisions on lines 258-270 or in an addendum to this Listing.

194 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land or  
 195 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 196 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
 197 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
 198 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
 199 cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor  
 200 coverings; awnings; attached antennas, garage door openers and remote controls; installed security systems; central  
 201 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
 202 fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "fixture" does not  
 203 include trade fixtures owned by tenants of the Property. **CAUTION: Exclude fixtures not owned by Seller such as**  
 204 **rented fixtures and tenant's trade fixtures.**

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

209 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 210 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 211 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 212 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 60-63)

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

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

224 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective  
 225 buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32  
 226 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial  
 227 status, or in any other unlawful manner.

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

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

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

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

248 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 249 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 250 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 251 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 252 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 253 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other

254 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
255 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
256 photograph or videotape Property unless otherwise provided for in additional provisions at lines 258-270 or in an  
257 addendum per lines 271-277.

258 ■ **ADDITIONAL PROVISIONS: NOTICE:** Broker has the authority under section 779.32 of the Wisconsin Statutes to file  
259 a broker lien for commissions or compensation earned but not paid when due against the commercial real estate, or the  
260 interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real  
261 estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes  
262 and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.  
263 Persons signing this contract as "Seller" represent and warrant that he/she/they are the  
264 sole Seller(s) of the property.

265  
266 This Listing Contract shall automatically renew for succeeding terms equal to the original  
267 term unless either party sends written notice to the other terminating this contract  
268 within 30 days prior to the end of the original or any renewal term.

271 ■ **ADDENDA:** The attached addenda Addendum D

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

281 ■ **TERM OF THE CONTRACT:** From the 18th day of March, 2016  
282 up to and including midnight of the 18th day of September, 2016

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

286 (x) \_\_\_\_\_  
287 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

288  
289 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

290  
291 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

292 (x) \_\_\_\_\_  
293 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

294  
295 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

296  
297 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

298 (x)  \_\_\_\_\_ Samuel Dickman The Dickman Company, Inc. 3/18/16  
299 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

300 626 E. Wisconsin Avenue, Suite 1020 Milwaukee, WI 53202 (414) 271-6100  
301 Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲ \_\_\_\_\_

302 (414) 271-5125 Sam@dickmanrealestate.com  
303 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲ \_\_\_\_\_

**ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY**

1 This Addendum pertains to the (~~Offer to Purchase~~) (Listing Contract) (~~Buyer Agency Agreement~~)  
2 (Other [specify]: \_\_\_\_\_) the ("Form")  
3 [STRIKE AND COMPLETE AS APPLICABLE] dated March 18, 2016, for a  
4 transaction relative to the following Property: 2517 E. Norwich Avenue, St. Francis, WI  
5 \_\_\_\_\_  
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ■ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions  
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to  
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the  
10 electronic transmission of the document or notice to the e-mail address specified below for the  
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for  
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented  
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the  
15 transaction, as required by federal law.

16 Seller's Initials: \_\_\_\_\_ Electronic Consent Given:  Yes  
17 Seller's e-mail address for delivery of electronic documents: \_\_\_\_\_  
18 \_\_\_\_\_

19 Buyer's Initials: \_\_\_\_\_ Electronic Consent Given:  Yes  
20 Buyer's e-mail address for delivery of electronic documents: \_\_\_\_\_  
21 \_\_\_\_\_

22 Listing Broker's Initials: \_\_\_\_\_  
23 Listing Broker's e-mail address for delivery of electronic documents:  
24 Sam@dickmanrealestate.com The Dickman Company, Inc.

25 Cooperating Broker's Initials: \_\_\_\_\_  
26 Cooperating Broker's e-mail address for delivery of electronic documents:  
27 \_\_\_\_\_

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

**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: NEC Howard & Kinnickinnic Ave  
3 in Section \_\_\_\_\_ in the City of St. Francis, County of Milwaukee,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

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: Advertising; Cold Calling; Signs

26  
27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to cooperate with Broker's marketing  
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: \_\_\_\_\_  
50 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be 5% or 6% in the event of a co-broke  
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 \_\_\_\_\_; gas \_\_\_\_\_;  
251 municipal sewer \_\_\_\_\_; municipal water \_\_\_\_\_; telephone \_\_\_\_\_;  
252 other \_\_\_\_\_; **STRIKE AND COMPLETE AS APPLICABLE**

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

254 ■ **ADDITIONAL PROVISIONS:** Persons signing this contract as "Seller" represent and warrant  
255 that he/she/they are the sole Seller(s) of the property. This Listing Contract shall  
256 automatically renew for succeeding terms equal to the original term unless either party  
257 sends written notice to the other terminating this contract within 30 days prior to the  
258 end of the original or any renewal term. A broker has the authority under section 779.32  
259 of the WI Statutes to file a broker lien for commission or compensation earned but not  
260 paid when due against the commercial real estate, or the interest in the commercial real  
261 estate, that is the subject of this agreement.

262 ■ **ADDENDA:** The attached addenda Addendum D

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 \_\_\_\_\_ 18th \_\_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_, 2016  
269 up to and including midnight of the \_\_\_\_\_ 18th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 2016

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) \_\_\_\_\_  
274 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

275 \_\_\_\_\_  
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)  \_\_\_\_\_  
286 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ The Dickman Company, Inc. \_\_\_\_\_ 3/18/16  
287 626 E. Wisconsin Avenue, Suite 1020 \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

287 Milwaukee, WI 53202 \_\_\_\_\_ (414) 727-16100  
288 Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲ \_\_\_\_\_

289 (414) 271-5125 \_\_\_\_\_ Sam@dickmanrealestate.com  
290 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲ \_\_\_\_\_

**ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY**

1 This Addendum pertains to the (~~Offer to Purchase~~) (Listing Contract) (~~Buyer Agency Agreement~~)  
2 (Other [specify]: \_\_\_\_\_) the ("Form")  
3 [STRIKE AND COMPLETE AS APPLICABLE] dated March 18, 2016, for a  
4 transaction relative to the following Property: NEC Howard & Kinnickinnic Avenue, St.  
5 Francis, WI  
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ■ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions  
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to  
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the  
10 electronic transmission of the document or notice to the e-mail address specified below for the  
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for  
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented  
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the  
15 transaction, as required by federal law.

16 Seller's Initials: \_\_\_\_\_ Electronic Consent Given:  Yes  
17 Seller's e-mail address for delivery of electronic documents: \_\_\_\_\_  
18 \_\_\_\_\_

19 Buyer's Initials: \_\_\_\_\_ Electronic Consent Given:  Yes  
20 Buyer's e-mail address for delivery of electronic documents: \_\_\_\_\_  
21 \_\_\_\_\_

22 Listing Broker's Initials: \_\_\_\_\_  
23 Listing Broker's e-mail address for delivery of electronic documents:  
24 Sam@dickmanrealestate.com The Dickman Company, Inc.

25 Cooperating Broker's Initials: \_\_\_\_\_  
26 Cooperating Broker's e-mail address for delivery of electronic documents:  
27 \_\_\_\_\_

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

**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: South Lake Drive  
3 in Section \_\_\_\_\_ in the City of St. Francis, County of Milwaukee,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

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: Advertising; Cold Calling; Signs

26  
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: \_\_\_\_\_  
50 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be 5% or 6% in the event of a co-broke  
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 \_\_\_\_\_; gas \_\_\_\_\_;  
251 municipal sewer \_\_\_\_\_; municipal water \_\_\_\_\_; telephone \_\_\_\_\_;  
252 other \_\_\_\_\_; **STRIKE AND COMPLETE AS APPLICABLE**

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

254 ■ **ADDITIONAL PROVISIONS:** Persons signing this contract as "Seller" represent and warrant  
255 that he/she/they are the sole Seller(s) of the property. This Listing Contract shall  
256 automatically renew for succeeding terms equal to the original term unless either party  
257 sends written notice to the other terminating this contract within 30 days prior to the  
258 end of the original or any renewal term. A broker has the authority under section 779.32  
259 of the WI Statutes to file a broker lien for commission or compensation earned but not  
260 paid when due against the commercial real estate, or the interest in the commercial real  
261 estate, that is the subject of this agreement.

262 ■ **ADDENDA:** The attached addenda Addendum D

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 \_\_\_\_\_ 18th \_\_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_, 2016 \_\_\_\_\_,  
269 up to and including midnight of the \_\_\_\_\_ 18th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 2016 \_\_\_\_\_.

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) \_\_\_\_\_  
274 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

275 \_\_\_\_\_  
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) \_\_\_\_\_ *[Signature]* \_\_\_\_\_ The Dickman Company, Inc. \_\_\_\_\_ 3/15/16  
286 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

287 626 E. Wisconsin Avenue, Suite 1020 \_\_\_\_\_ (414) 727-16100  
288 Milwaukee, WI 53202 \_\_\_\_\_ Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲ \_\_\_\_\_

289 (414) 271-5125 \_\_\_\_\_ Sam@dickmanrealestate.com  
290 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲ \_\_\_\_\_

**ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY**

1 This Addendum pertains to the (~~Offer to Purchase~~) (Listing Contract) (~~Buyer Agency Agreement~~)  
2 (Other [specify]: \_\_\_\_\_) the ("Form")  
3 [STRIKE AND COMPLETE AS APPLICABLE] dated March 18, 2016, for a  
4 transaction relative to the following Property: South Lake Drive, St. Francis, WI  
5 \_\_\_\_\_  
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ■ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions  
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to  
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the  
10 electronic transmission of the document or notice to the e-mail address specified below for the  
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for  
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented  
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the  
15 transaction, as required by federal law.

16 Seller's Initials: \_\_\_\_\_ Electronic Consent Given:  Yes  
17 Seller's e-mail address for delivery of electronic documents: \_\_\_\_\_  
18 \_\_\_\_\_

19 Buyer's Initials: \_\_\_\_\_ Electronic Consent Given:  Yes  
20 Buyer's e-mail address for delivery of electronic documents: \_\_\_\_\_  
21 \_\_\_\_\_

22 Listing Broker's Initials: \_\_\_\_\_  
23 Listing Broker's e-mail address for delivery of electronic documents:  
24 Sam@dickmanrealestate.com The Dickman Company, Inc.

25 Cooperating Broker's Initials: \_\_\_\_\_  
26 Cooperating Broker's e-mail address for delivery of electronic documents:  
27 \_\_\_\_\_

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