

III

Res. No. 143 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
February 21, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a listing contract with NEI Pfefferle to provide real estate services for City of Sheboygan industrial property within the SouthPointe Enterprise Campus and the Sheboygan Business Center.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the window of opportunity could be small with regard to a particular potential buyer.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the appropriate City officials to enter into the attached listing contract with NAI Pfefferle for real estate services for a period of three years for City of Sheboygan industrial property.

BE IT FURTHER RESOLVED: That the terms of Res. No. 36-12-13, relating to selling policies for the Sheboygan Business Center, apply to the listing contract that is the subject of this resolution. The listing contract shall replace the "Sales Commission Memorandum of Understanding" referenced in Paragraph 1(b) of Res. No. 36-12-13, and this resolution constitutes approval of commissions earned pursuant to the listing contract, as required in Paragraph 1(h) of Res. No. 36-12-13.

*Suspend Rules
Adopt Res*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

- 1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
- 2 ■ **PROPERTY DESCRIPTION:** Street address is: City of Sheboygan Industrial Property (See Addendum)
 3 in Section N/A in the City of Sheboygan, County of Sheboygan,
 4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
- 5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
 6 the following items: N/A
- 7
- 8 ■ **NOT INCLUDED IN LIST PRICE:** N/A
- 9
- 10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
 11 **lessor. (See lines 239-244).**
- 12 ■ **LIST PRICE:** _____ Dollars (\$ See Addendum).
- 13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
 14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
 15 agreements or conservation easements, (county, state or federal): N/A
- 16
- 17 ■ **USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) **STRIKE ONE**
 18 has been assessed as agricultural property under use value law.
- 19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
 20 N/A
- 21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
 22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
 23 N/A
- 24 ■ **RIGHT OF FIRST REFUSAL:** There ~~(is)~~ (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
- 25 ■ **ZONING:** Seller represents that the property is zoned: Suburban Industrial District
- 26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
 27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity N/A
 28 _____; gas N/A; municipal sewer N/A;
 29 municipal water N/A; telephone N/A;
 30 cable N/A; other N/A
- 31 ■ **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
 32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
 33 of this Listing. The marketing may include: email
 34 _____ . The Firm and its agents may advertise the following
 35 special financing and incentives offered by Seller: N/A
 36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
 37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
 38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
- 39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
- 40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
 42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
- 43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
 44 The following other buyers N/A
 45 _____ are excluded from this Listing until February 7, 2022
 46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
 47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
- 48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: N/A
 49 _____ . (Exceptions if any): N/A
- 50 **COMMISSION** The Firm's commission shall be See Addendum A
- 51
- 52 ■ **EARNED:** Seller shall pay the Firm'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 ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
 61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining
 74 Property.

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
 - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
 - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

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

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

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

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

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

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

141 **SUBAGENCY**

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

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

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

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

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

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** N/A

164

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): N/A

166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: N/A

173

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

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

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

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

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

- 228 1) Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

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

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

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

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

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

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

■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 191-195.

■ **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

■ **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

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

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Chad Pelishek

296 Firm's recipient for delivery (optional): Dane Checokolinski

297 N/A (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

298 Seller: (N/A) N/A Firm: (N/A) N/A

299 N/A (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 N/A (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: N/A

306 Delivery address for Firm: N/A

307 ☒ (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: Chad.Pelishek@sheboyganwi.gov

312 E-Mail address for Firm: DaneC@NAIPfefferle.com

313 **ADDITIONAL PROVISIONS** See Addendum A

314
 315
 316
 317
 318 **ADDENDA** The attached addenda Addendum A & Exhibit 1 & Exhibit 2 & Exhibit 3
 319 is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 7th day of February, 2022, up
 321 to the earlier of midnight of the 7th day of February, 2025, or the conveyance
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 325 **INCORPORATED INTO THE LISTING.**

326 (x)
 327 Seller's Signature ▲ Print Name } Ryan Sorenson, Mayor Date ▲

328 (x)
 329 Seller's Signature ▲ Print Name } Meredith DeBruin, City Clerk Date ▲

330 (x)
 331 Seller's Signature ▲ Print Name } N/A Date ▲

332 (x)
 333 Seller's Signature ▲ Print Name } N/A Date ▲

334 City of Sheboygan
 335 Seller Entity Name (if any) Print Name ▲

336 (x)
 337 Authorized Signature ▲ Date ▲
 338 Print Name & Title } N/A N/A

339 NAI Pfefferle
 340 Firm Name ▲

341 (x)
 342 Agent's Signature ▲ Print Name } Dane Checokolinski Date ▲

ADDENDUM TO WB-3 VACANT LAND LISTING CONTRACT

Dated: 7 February 2022

Seller: City of Sheboygan

Property: Sheboygan Business Park

Property Description (Line 2) The property is the South Pointe Enterprise Center (Exhibit 1) and includes parcels:

- 59281470996
- 59281470994
- 59030454541
- 59281470999
- 59281470998
- 59281470992
- 59281470991

And the Sheboygan Business Center (Exhibit 2). Parcels include:

- 59281479103
- 59281470721
- 59281470933
- 59281470942

List Price (Line 12) The list price in the South Pointe Enterprise Center shall be \$25,000 per acre. The list price in the Sheboygan Business Center shall be \$22,000 per acre.

Exclusions (Line 44) All current property owners in the Business Parks shall be excluded.

Commissions (Line 50) The Firm's commission shall be:

- Two Thousand Five Hundred Dollars (\$2,500) per acre if Dane Checolinski sells property in the South Pointe Enterprise Center.
- One Thousand Three Hundred and Twenty Dollars (\$1,320) per acre if Dane Checolinski sells property in the Sheboygan Business Center consistent with Resolution 36-12-13 dated July 16, 20212 (See Exhibit 3).

Open Listing Specifics

This is intended to be an open listing. Lines 43 through 54 (the section entitled "Earned") and all other provisions of this contract shall be interpreted consistent with that intent.

The Firm's commission is not earned as described in the Commission section unless the offer accepted, option granted or exchange agreement entered into by Seller is with a purchaser procured by the Firm.

Broker acknowledges that all Offers to Purchase must be approved by the Common Council.

Exhibit 1 – South Pointe Enterprise Campus Map & Parcel Information



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470994	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ♦\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	59281470994
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	18.340

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470973	3/9/2017
59281470974	3/9/2017

Child Parcels

No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470996	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: = owes prior year taxes ☒ = not assessed = not taxed Delinquent Current					

Summary

Property Summary	
Parcel #:	59281470996
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	44.160

Property Addresses
No Property Addresses were found

Owners			
Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels	
Parcel Number ▲	Creation Date
59281470973	3/9/2017
59281470974	3/9/2017
59281470976	1/5/2018
59281470980	1/26/2018

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59030454541	030 - TOWN OF WILSON	5528 S BUSINESS DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	59030454541
Alt. Parcel #:	
Parcel Status:	Historical Description
Creation Date:	6/27/2016
Historical Date:	10/13/2021
Acres:	6.261

Property Addresses

Primary ▲	Address
☒	5528 S BUSINESS DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
ANDERSON, KATHERINE M	FORMER OWNER		
GILBERTSON, LORETTA A	FORMER OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

Parcel Number ▲	Creation Date
59281471004	10/13/2021

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470998	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE STE 100 SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡ = owes prior year taxes ☑ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary	
Parcel #:	59281470998
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	31.910

Property Addresses
No Property Addresses were found

Owners			
Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels	
Parcel Number ▲	Creation Date
59281470981	1/26/2018
59281470982	1/26/2018
59281470984	1/26/2018

Child Parcels
No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470991	281 - CITY OF SHEBOYGAN	SOUTHPOINTE DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: ⚡ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470991
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	3.000

Property Addresses

Primary ▲	Address
☒	SOUTHPOINTE DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470986	1/26/2018

Child Parcels

No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470992	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ♦\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	59281470992
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	4.780

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470986	1/26/2018

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 2 28CSM318-321 #2061657.

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470999	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE STE 100 SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	59281470999
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	30.440

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

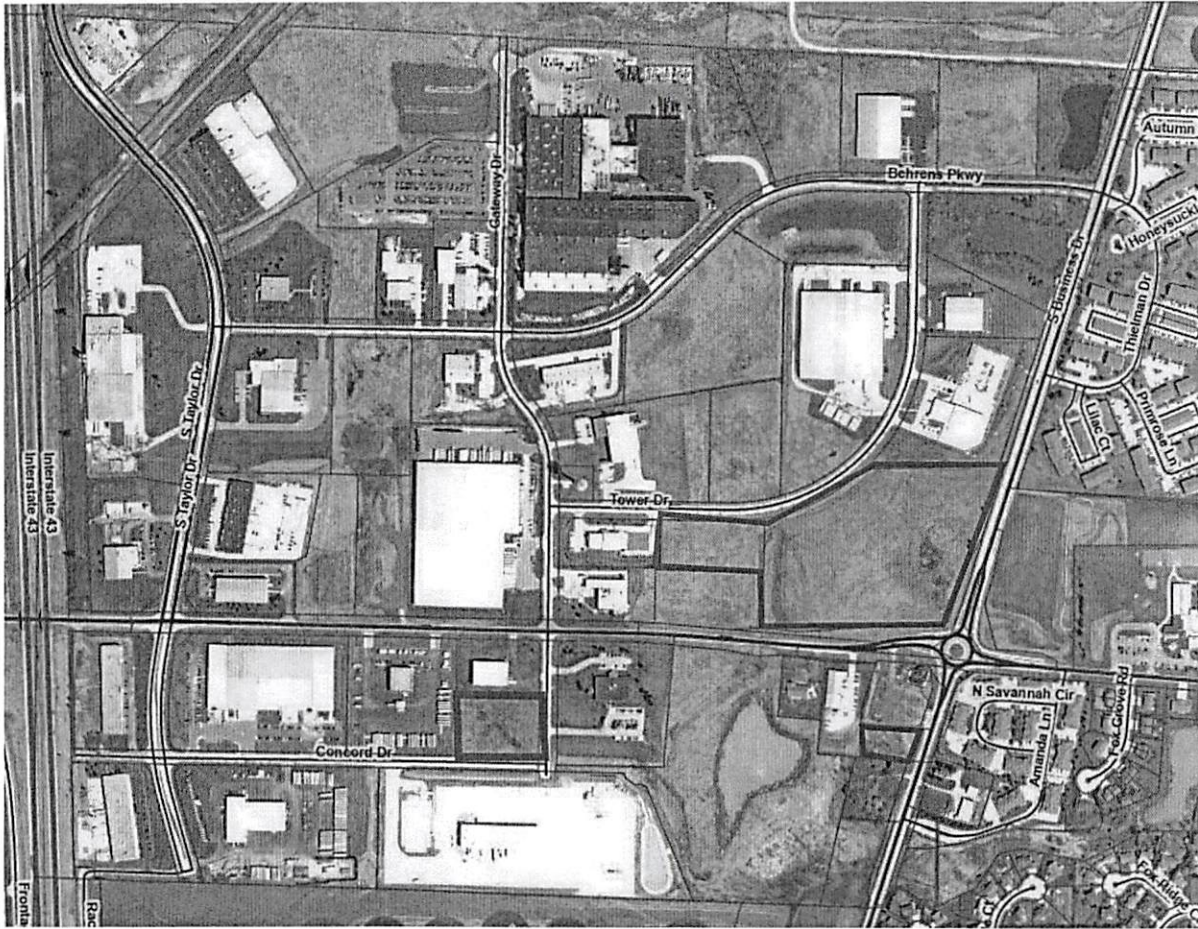
Parent Parcels

Parcel Number ▲	Creation Date
59281470982	1/26/2018
59281470983	1/26/2018
59281470984	1/26/2018
59281470985	1/26/2018

Child Parcels

No Child Parcels were found

Exhibit 2 – South Business Park Map & Parcel Information



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 v	Real Estate	59281470721	281 - CITY OF SHEBOYGAN	TOWER DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: ⚡\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470721
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	2/4/2014
Historical Date:	
Acres:	2.310

Property Addresses

Primary ▲	Address
☒	TOWER DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Property Summary

Parcel #:	59281479103
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	10/24/2016
Historical Date:	
Acres:	13.105

Property Addresses

No Property Addresses were found

Owners

<u>Name</u>	<u>Status</u>	<u>Ownership Type</u>	<u>Interest</u>
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SHEBOYGAN BUSINESS CENTER PRT OF LOT 10 IN S1/2 S1/2 SEC 4 T14N R23E COM AT THE SE COR OF LOT 10A OF A CSM REC IN VOL 15 P 73-74, BEING A PT ON THE W R/W LN OF S BUSINESS DR, THAT ALSO BEING THE POB, TH S 16-DEG 09'35" W ALG SD W LN 1359.12', TH S 54-DEG 41'45" W 90.20' TO THE N R/W LN OF WEEDEN CREEK RD, TH N 88°48'05" W ALG SD N LN 1227.32', TH N 229.53', TH N 88°47'10" W 425' TO ROW LN GATEWAY DR, TH N 01°16'10" W ALG SD E LN 219.4' TO S R/W LN TOWER DR, TH N 89-DEG 31'50" E ALG SD S LN 744.37', TH NELY ALG SD S LN ALG A CURVE TO THE LEFT 1308.57' WITH A RADIUS OF 848' AND A CHORD WHICH BEARS N 45-DEG 13'06" E 1181.98' TO THE SW COR OF LOT 10A OF SD CSM, TH N 89-DEG 31'50" E ALG THE S LN OF SD CSM 528.89' TO THE POB EXC THE FOLLOWING: LOT 1 OF CSM REC IN VOL 23 P 175 AS DOC 1838263 ROD ALSO EXC LOT 1 CSM REC IN VOL 23 P 287 AS DOC 1852731 ROD, ALSO EXC THE FOLLOWING: LOTS 1 & 2 CSM REC IN VOL 24 P 81 AS DOC #1872069, EXC HWY CONV IN #1918197 & #1953825; AND EXC HWY CONV IN #2029294.

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470933	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					
Summary					
Property Summary					
Parcel #:			59281470933		
Alt. Parcel #:					
Parcel Status:			Current Description		
Creation Date:			1/1/2009		
Historical Date:					
Acres:			2.140		
Property Addresses					
No Property Addresses were found					
Owners					
Name		Status	Ownership Type	Interest	
CITY OF SHEBOYGAN		CURRENT OWNER			
PROGRESSIVE BEGINNINGS LLC		FORMER OWNER			
Parent Parcels					
No Parent Parcels were found					
Child Parcels					
No Child Parcels were found					
Abbreviated Legal Description					
(See recorded documents for a complete legal description)					
SEC 09 T14N R23E PRT NE1/4 NW1/4 LOT 2 CSM REC IN VOL 23 P 269 AS DOC 1849654 ROD					

Property Summary

Parcel #:	59281470942
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/3/2013
Historical Date:	
Acres:	0.800

Property Addresses

Primary ▲	Address
☒	S BUSINESS DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 1 CSM V22 P173 #1803595 - PRT NW NE, SEC 9, EXC HWY CONV IN #1918197 & EXC (PARCEL 2) CONV IN #1971656 & #1972539.

Public Land Survey - Property Descriptions

Primary	Section ▲	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type #	Plat
☒	09	14 N	23 E						NOT AVAILABLE

III

EXHIBIT 3

6.3

Res. No. 36 - 12 - 13. By Alderperson Hammond. July 16, 2012.

A RESOLUTION amending the City's selling policies for the Sheboygan Business Center.

RESOLVED: That the City's selling policies for the Sheboygan Business Center shall be amended so as to provide for payment of a commission on the successful sale of available vacant land as follows:

1. The City will pay a commission, up to 6% of the sale price of the subject property, to an eligible real estate broker licensed to conduct business within the State of Wisconsin (herein referred to as "Agents") for successfully securing a client buyer of available vacant land in the Sheboygan Business Center, subject to the following conditions:
 - (a) The Agent submitting an accepted written Offer to Purchase.
 - (b) The Agent and City having signed and returned a Sheboygan Business Center Real Estate Sales Commission Memorandum of Understanding (MOU) in form substantially similar to the attached, prior to any land transaction negotiations. Said MOU shall be in effect for one year, or until the effective date of a city council resolution terminating this real estate commission payment policy, whichever is earlier.
 - (c) The Agent's client has not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (d) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (e) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (f) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (g) The City reserves the right to adjust Sheboygan Business

*Finance
Approve.*

Center property sales prices used in determining the commission for good and sufficient reasons, as determined by the City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

- (h) All commissions are subject to the City of Sheboygan Common Council approval.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2012.

Dated 1 11 2012, _____, City Clerk

Approved 7 7 2012, _____, Mayor

**CITY OF SHEBOYGAN
SHEBOYGAN BUSINESS CENTER
REAL ESTATE SALES COMMISSION MEMORANDUM OF UNDERSTANDING (MOU)**

1. The City of Sheboygan will pay a commission, up to 6% of the sale price of the subject property, to the Real Estate Agent identified below (the "Agent") for successfully securing a client buyer of available vacant land in the "Sheboygan Business Center," subject to all of the following conditions:
 - (a) The Agent shall be an eligible real estate broker licensed to conduct business within the State of Wisconsin.
 - (b) The Agent submitting an accepted written Offer to Purchase.
 - (c) The Agent and City having signed and returned this Real Estate Sales Commission Memorandum of Understanding (MOU) prior to any land transaction negotiations.
 - (d) The Agent's client having not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (e) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (f) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (g) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (h) The City reserves the right to adjust its property sales prices used in determining the commission for good and sufficient reasons, as determined by the

City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

- (i) All commissions are subject to the City of Sheboygan Common Council approval.
2. This MOU shall be in effect for one year, or until the effective date of a Sheboygan city council resolution terminating its Sheboygan Business Center real estate sales commission payment policy, whichever is earlier.

Agent Name & WI Real Estate License #
Print name here: _____

Date

Mayor, City of Sheboygan
Print name here: _____

Date

City Clerk, City of Sheboygan
Print name here: _____

Date