

**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: See Exhibit A

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

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: None

8 ■ **NOT INCLUDED IN LIST PRICE:** None

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 (\$29,000/acre).

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): None

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:

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 None

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: \_\_\_\_\_

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 unknown  
28 \_\_\_\_\_; gas unknown; municipal sewer unknown;  
29 municipal water unknown; telephone unknown;  
30 cable \_\_\_\_\_; other \_\_\_\_\_

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: \_\_\_\_\_

34 \_\_\_\_\_ . The Firm and its agents may advertise the following  
35 special financing and incentives offered by Seller: Any

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 \_\_\_\_\_

45 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_  
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: A percentage (%)  
49 to be determined at \_\_\_\_\_ (Exceptions if any): Broker's sole discretion.

50 **COMMISSION** The Firm's commission shall be 10% of the List Price, paid at closing.

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:** \_\_\_\_\_

164

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

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: \_\_\_\_\_

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.

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

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

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

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

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

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

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

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

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

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

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term  
 258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
 260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
 266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

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

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any  
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.  
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated  
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances  
 281 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  
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment  
 283 to the Firm shall not terminate this Listing.

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

287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and  
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 289 <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): John Weidl/City of Whitewater

296 Firm's recipient for delivery (optional): Kristen Parks/ACG,LLC, Ray Goodden/ACG,LLC

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

298 Seller: ( \_\_\_\_\_ ) Firm: ( \_\_\_\_\_ )

299  (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  (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: 312 W Whitewater St, Whitewater, WI 53190

306 Delivery address for Firm: 5000 S Towne Drive, Suite 100, New Berlin, WI 53151

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: jweidl@whitewater-wi.gov

312 E-Mail address for Firm: kparks@acgwi.com; rgoodden@acgwi.com

313 **ADDITIONAL PROVISIONS** 1) The Parties shall indemnify and hold each other harmless for any  
314 claim, loss, or damage, including attorney fees, incurred by the other in connection with  
315 offering the Listed Property caused by any act, omission, statement or failure to disclose  
316 information by the other Party. 2) Line 42: "Within seven days of the date" is replaced  
317 with "Upon execution". 3) Line 263: "three" is changed to "fourteen".

318 **ADDENDA** The attached addenda Addendum A to WB-3 Vacant Land Listing Contract - Exclusive  
319 Right to Sell, Exhibit A is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 1st day of November, 2023, up  
321 to the earlier of midnight of the 1st day of May, 2024, 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 } Date ▲

328 (x) \_\_\_\_\_  
329 Seller's Signature ▲ Print Name } Date ▲

330 (x) \_\_\_\_\_  
331 Seller's Signature ▲ Print Name } Date ▲

332 (x) \_\_\_\_\_  
333 Seller's Signature ▲ Print Name } Date ▲

334 City of Whitewater and/or assigns  
335 Seller Entity Name (if any) Print Name ▲

336 (x) \_\_\_\_\_  
337 Authorized Signature ▲  
338 Print Name & Title } John Weidl Date ▲

339 Anderson Commercial Group, LLC  
340 Firm Name ▲

341 (x) \_\_\_\_\_  
342 Agent's Signature ▲ Print Name } Kristen Parks Date ▲

**Addendum A to WB-3 Vacant Land Listing Contract - Exclusive Right to Sell**

1) On the date specified in Line 321 and on the same date of every sixth (6th) month thereafter (each an "automatic renewal date"), this Listing Contract shall automatically renew on all of the same terms for an additional period of six (6) months. Seller may terminate this Listing Contract on an automatic renewal date by delivering a written termination notice to Broker at least sixty (60) days prior to such automatic renewal date.

2) Electronic Signature/s: Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

**EXHIBIT A**  
**TO COMMERCIAL LISTING CONTRACT**  
**CITY OF WHITEWATER, WISCONSIN**

<b>Lot No.</b>	<b>Tax Parcel No.</b>	<b>Acres</b>	<b>Zoned</b>	<b>County</b>
1B	/WUP 00322 (Part of)	21.6±	M-1	Walworth
4B	/A455500001	2.6±	M-1	Walworth
5B	292-0515-3424-002	5.6±	M-1	Jefferson
7B	292-0515-3432-000 (Part of)	7.7±	M-1	Jefferson
8B	292-0515-3434-003	14.9	M-1	Jefferson
9B	292-0515-3432-000 (Part of)	17.1±	M-1	Jefferson
10B	/A444200001	10.96±	M-1	Walworth
1T	/A444300002	25.03±	TP	Walworth
2T	/A444200002	8.8±	TP	Walworth
3T	/A444200003	7.56±	TP	Walworth
1BR	/A323600002	1.01±	B-3	Walworth
2BR	/A503200001	1.3±	B-3	Walworth
3BR	/A503200002	2.1	B-3	Walworth
1RA	/A405400001	10.61±	B-3	Walworth
Starin Road Parcel	/WUP-00018D	13.9	R-2	Walworth



