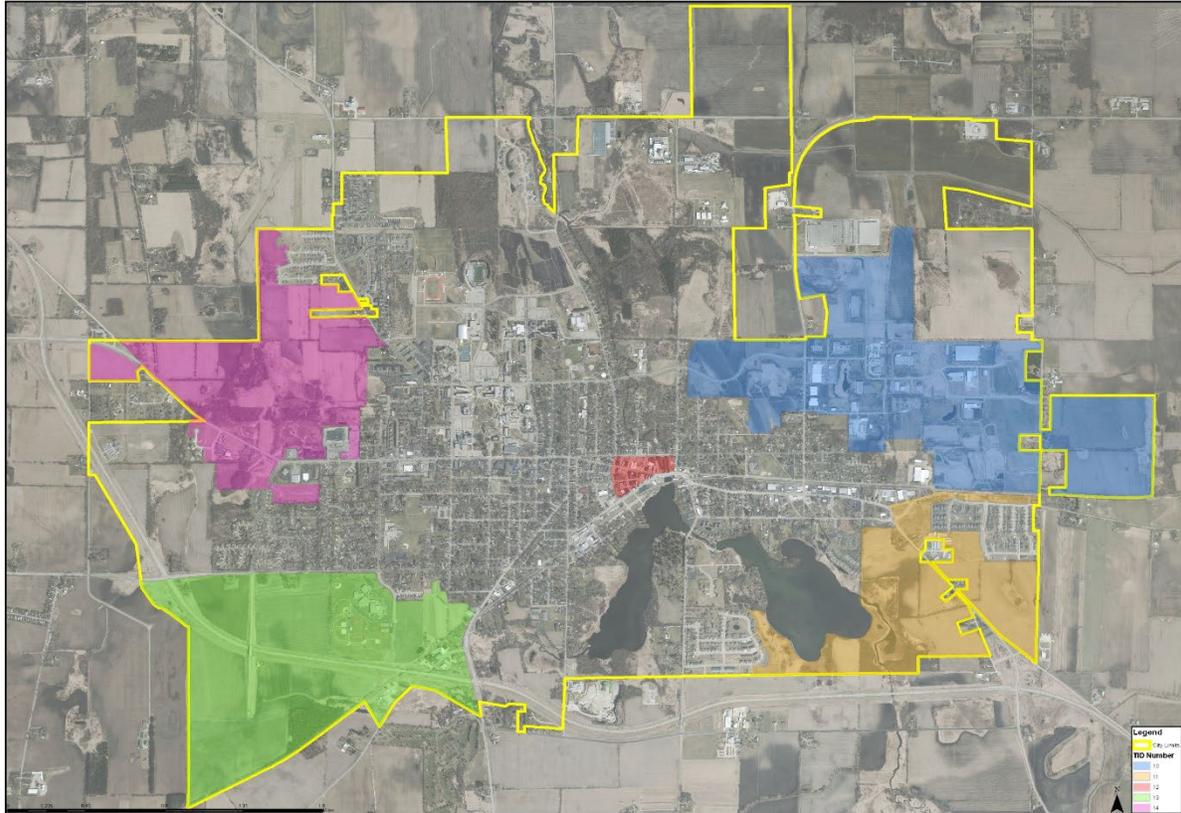




Whitewater Tax Incremental Districts 2021



City of Whitewater Response to Request For Proposal Listing and Brokerage Services

Submitted To: City of Whitewater
Attn: Betsy Swenson
Community Development Authority
312 W Whitewater Street
Whitewater, WI 53190

5000 S Towne Drive, Suite 100
New Berlin, WI 53151

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EXECUTIVE SUMMARY:

Anderson Commercial Group is pleased to submit our proposal to serve as the exclusive commercial real estate advisor and broker for the disposition of city-owned land on behalf of the City of Whitewater. With a proven track record of successfully representing municipalities, public agencies, and institutional clients in complex land sales and redevelopment projects, we are uniquely positioned to deliver maximum value, transparency, and efficiency to the City throughout the entire sales process.

Our team brings decades of collective experience in land sales, strategic marketing, zoning analysis, developer outreach, and public-private negotiations. We understand the intricacies of working with governmental entities and aligning real estate transactions with broader public goals such as economic development, job creation, housing, and long-term community benefit.

Key advantages we bring to this assignment include:

- **Local Market Expertise:** Deep knowledge of the regional development landscape, including active buyers, recent transactions, and emerging market trends.
- **Strategic Disposition Planning:** A tailored approach to each site that considers zoning, land use goals, infrastructure, and potential barriers, ensuring each parcel is positioned for the highest and best use.
- **Transparent and Competitive Process:** We design and manage open, competitive marketing campaigns that drive qualified interest while maintaining compliance with public sector procurement standards.
- **Proven Results:** We have successfully brokered municipal land sales generating substantial incremental tax base and increasing job growth.

We are committed to being a responsive, accountable partner to the City, acting with the highest integrity and professionalism. Our goal is not just to complete transactions—but to help the City realize its vision for strategic land reuse, economic vitality, and sustainable development.

We appreciate the opportunity to be considered and welcome the chance to further discuss how we can support the City in achieving its real estate and community objectives.

RESPONSES TO SCOPE OF WORK:

Anderson Commercial Group (ACG) will provide the following services:

- Conducting market and valuation analyses.

At ACG, our approach to offering market and valuation analyses is grounded in current market insights, industry expertise, and an understanding of local and national market trends. Our goal is to provide accurate, actionable assessments that support strategic decision-making for all of the CDA's activities including acquisitions, dispositions, leasing, and development.

- Developing marketing strategies and materials (electronic and/or hard copy).

We have developed market strategies tailored to the CDA's objectives and based upon market feedback, industry best practices, and forward-looking plans. Our printed marketing materials have proven successful and are included as [Exhibit A](#) in this Response.

- Distributing marketing materials to potential buyers and reporting results to the Economic Development Director monthly.

We produce abundant marketing material for distribution. The material is distributed mostly by email, but we also use mass mailing, and our favorite method is to deliver our material in person. However, some of the most high-tech marketing systems won't replace the simple "For Sale" sign. Each one of our properties has a posted For Sale sign. Our firm looks forward to regular or impromptu reporting with the Economic Development Director.

- Handling inquiries and showing properties.

We pride ourselves on delivering a responsive, professional, and customer-focused experience from the first point of contact through property tours. Our inquiry and showing process is designed to build trust, streamline communication, and convert interest into action.

RESPONSES CONTINUED:

- Confirming qualifications of potential buyers.

We recognize that a successful transaction begins with ensuring all prospective buyers are both capable and serious. Our buyer qualification process is designed to protect our clients' time and interests, accelerate deal timelines, and increase the likelihood of a smooth closing. We combine financial due diligence, behavioral assessment, and strategic questioning to determine buyer readiness and community impact.

- Analyzing offers from potential buyers and advising the CDA and its representatives with respect to the offer and negotiations.

We serve as trusted advisors to our clients throughout the negotiation process, providing clear, results focused analysis of all offers received.

- Representing the City during negotiations from time of offer until closing.

We are more than just brokers — we are strategic partners committed to guiding our clients through every step of the sale process. From the moment an offer is received to the final signature at closing, our team ensures a smooth, efficient, and well-communicated transaction.

- Coordinating all real estate transaction closings.

Commercial real estate closing can be complicated. We line up experts and shepherd the parties involved in the process through to the end. At closing, every detail matters and coordination between all parties ensures a smooth, timely, and successful closing.

- Handling all other customary activities and brokerage services associated with real estate transactions.

We are a full-service commercial real estate firm. Real estate transactions can get messy and unpredictable. But again, we are more than just brokers — we are strategic partners committed to guiding our clients through every step of the sale process.

RESPONSES CONTINUED:

- Providing the Economic Development Director with weekly activity reports.

Our experienced team ensures an efficient and well-communicated relationship. Our firm looks forward to regular or impromptu reporting.

- Meeting with the Zoning administration monthly to understand how zoning impacts the future of the property in question.

Simply put, as your strategic partner we not only committed to guiding our clients through every step of the sale process but learning and listening as well.

- Providing expert advice and consultation on real estate market conditions, potential returns, and investment opportunities.

As previously stated, our goal is to provide accurate, actionable assessments that support strategic decision-making for all of the CDA's activities including acquisitions, dispositions, leasing, and development. The way we will do that is by providing current market insights, industry expertise, and sharing an understanding of local and national market trends.

- Additional tasks as agreed upon by both parties.

As you partner, we will of course adapt and adjust along the way.

PROPOSAL REQUIREMENTS:

- A detailed description of the firm’s history, size, structure, personnel and experience in providing similar services to government entities.

Anderson Commercial Group (ACG) was founded in 2011 by Steve Anderson who continues to serve as the firm’s Managing Partner. Ranked as a leading Commercial Brokerage Firm, Commercial Property Management Firm and Veteran Owned Firm in The Milwaukee Business Journal’s Book of Lists, ACG employs 30 salaried personnel and commission-based agents. Since the inception of the firm, individuals have been providing municipalities, public school districts and not-for-profit organizations with professional services.

- Proposed team structure and resumes of key personnel to be assigned to this project.

Patrick McGlinn and Kristen Parks have worked together as a team with ACG for over four years. In addition to their experience in commercial real estate, their partnership generates an efficiency and effectiveness that sets them apart from other agents. See profiles in [Exhibit B](#)

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- Description of the firm’s knowledge of the local real estate market and demonstrated experience in managing and selling similar properties.

At the time this Response to the Request for Proposal was written, Anderson Commercial Group has 13 out of 19 of the commercial properties listed for lease or sale in the City of Whitewater. In other words, ACG has 70 percent of the commercial property listings in Whitewater. See listing in [Exhibit C](#). We know Whitewater.

City of Whitewater Representation Experience:

- 255 S Wisconsin St, Whitewater, WI 53190 - Seller’s Representation/Sale
- 1065 Universal Blvd, Whitewater, WI 53190 – Landlord’s Representation /Husco Lease
- 1121 Universal Blvd, Whitewater, WI 53190 - Seller’s Representation/Sale

REQUIREMENTS CONTINUED:

- 1202-1208 Bluff Rd, Whitewater, WI 53190 – Seller’s & Buyer’s Representation/Sale
- 1204 Bluff Rd, Whitewater, WI 53190 - Landlord’s Representation/Lease
- 135 W Center St, Whitewater, WI 53190 - Seller’s Representation/Sale & Landlord’s Representation/Lease
- JNT’s Marine Pros Portfolio: Seller’s Representation
 - N7660 State Park Dr, Whitewater, WI 53190 - Sale
 - N8066 County Road P, Whitewater, WI 53190 - Sale
 - W7983 Highway 12, Whitewater, WI 53190 - Sale
- 234 N Prince St, Whitewater, WI 53190 - Buyer’s Representation/Sale
- 117 S Second St, Whitewater WI 53190 – Seller’s Representation Sale & Lease
- 108 E Main St, Whitewater WI 53190
- 216 E Main St, Whitewater WI 53190

Current Listings:

- 848 E Commercial Ave, Whitewater, WI 53190 - For Sale and Lease
- 146 W Main St., Whitewater, WI 53190 – For Sale
- 369 N Newcomb St, Whitewater, WI 53190 – For Sale and Lease
- Lot 0 Willis Bay Rd, Whitewater WI 53190 – For Sale (Under Contract)
- Lot 1 Hwy P, Whitewater, WI 53190 – For Sale (Under Contract)
- Lot 2 Old Hwy P, Whitewater WI 53190 – For Sale
- 209 S Taft St, Whitewater WI 53190 – For Sale (Under Contract)
- 803 Milwaukee St, Whitewater WI 53190 – For Sale
- 210-210 W Main St, Whitewater WI 53190 – For Sale
- 1202 Bluff Rd, Whitewater WI 53190 – For Lease

Property Management:

- 1202-1208 Bluff Rd, Whitewater, WI 53190

REQUIREMENTS CONTINUED:

Other Municipal Representation Experience:

- Mukwonago, WI
 - Chapman Farms: Worked with the Village of Mukwonago to procure a developer.
 - The Pointe Apartments: Procured a developer and led the process to completion of the comprehensive plan amendment and re-zoning of property.
 - Mukwonago Industrial Park: Procured numerous tenants within the industrial park.
 - East Troy, WI
 - East Troy Industrial Park: Worked alongside the Village of East Troy to procure a developer for the park. Helped lead the process of establishing the current TID.
 - Elkhorn, WI
 - Represents the City of Elkhorn in the sale of their green-field and shovel-ready sites. Working to identify land within the City's opportunity zones for residential and commercial developments.
-
- Additional services offered through your firm, that may be relevant to the sale or lease of publicly owned property.

ACG is a full-service commercial real estate firm which not only offers Brokerage Services, but also Development, Investment and Property Management Services. The broad-based, collective experience may help be relevant in our service to the City of Whitewater. See [Exhibit D](#).

BROKERAGE

Our team of brokers is experienced in all facets of commercial real estate brokerage. From landlord/tenant representation to acquisition/disposition of real estate assets, our experts are equipped to assist in industrial, office, retail, investment, multi-family and vacant land transactions.

REQUIREMENTS CONTINUED:

DEVELOPMENT

By possessing first-hand knowledge of the entitlement and development process, we offer consulting services on the planning of speculative buildings for build-to-suit for sale or lease. From site selection to management of the construction process to leasing or selling the final asset, you can be assured that our experts will guide you with efficiency and professionalism.

INVESTMENT

Anderson Commercial Group provides the knowledge and expertise to satisfy the acquisition and disposition needs for both individual and institutional clients. We begin with a thorough understanding of your investment criteria and continually track capital sources, property market comparables, absorption and vacancy rates.

By working with an extensive array of private investors, lenders, and entrepreneurs, we understand the investment cycle and help our clients trade and divest their investment holdings.

PROPERTY MANAGEMENT

As a full-service organization, we specialize in asset, facility and property management for office, retail and industrial properties. We also excel in the tenant lease renewal and expansion process and bring years of success in satisfying the needs of both Landlords and Tenants thereby maximizing the value of your real estate asset.

Our professional management services include...

- Financial Management: Effective administration of property funds and accounts and implementation of budgets for seasonal, annual and long-range operating and capital expenditures.

REQUIREMENTS CONTINUED:

- **Leasing and Tenant Management:** Implement an aggressive marketing plan for new tenants while fostering genuine dedication to current tenants' needs, resulting in renewals and minimizing turnover.
 - **Facility and Site Management:** Coordination of people, equipment and operational activities preserving a seamless operation for maintenance and repair, enhancing your property's value.
 - **Construction Management:** Coordinate and supervise all tenant improvement and expansion work; building improvement or capital work, including, but not limited to, preliminary planning, evaluation, obtaining estimates, tracking costs, monitoring progress and final payment preparations.
- A detailed fee proposal, outlining commission rates, fees, and any other potential costs to be incurred by the City.

ACG's commission from a fully executed sale shall be 10% of the original list price or adjusted higher list price, whichever is greater, per tax key as identified in the listing contract. The sale shall not be considered final until the sale is approved by the City, which has full discretion to accept or reject a sale for any reason.

See our proposed Listing Agreement in [Exhibit E](#).

REQUIREMENTS CONTINUED:

- References from at least three (3) clients for whom the proposer has provided similar services.

Mikko Erkamaa, local developer and property owner

Eileen Suhm, Village of East Troy Administrator/Treasurer/CDA Executive Director

John Weidl, City of Whitewater City Manager

Adam Swann, City of Elkhorn Administrator

Sandy Kulik, Village of Hales Corners Administrator

Additional references available upon request

EXHIBIT A

DEVELOPMENT OPPORTUNITY



WHITEWATER CITY LOTS

WHITEWATER, WI 53190



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WHITEWATER CITY LOTS

Whitewater, WI 53190



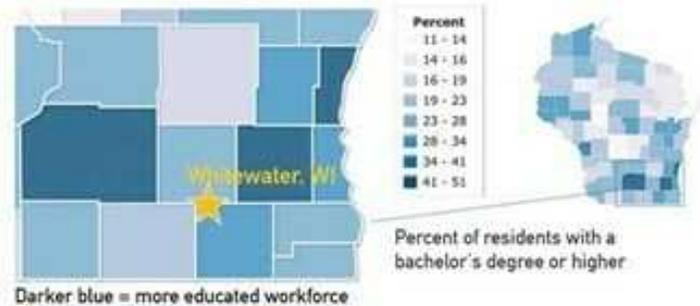
HIGHLIGHTS | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



PROPERTY HIGHLIGHTS

- Easy access to major cities such as Chicago, Milwaukee and Madison.
- Whitewater's leading industries revolve around education, wholesale, healthcare, social services and manufacturing, technology, agricultural sciences and software development.
- Whitewater's Community Development Authority is committed to recruit and retain businesses while creating employment opportunities by using a variety of strategies, incentives and assistance.
- Whitewater's business park was thoughtfully designed with greenspace and park and walking paths throughout, generous covenants, large lots for variety of top businesses
- Whitewater is located in the heart of of Wisconsin's tri-county area: Jefferson, Rock and Walworth county
- The tri-county area has a workforce of over 190,000.
- Whitewater's community is one of the largest groups of persons with Bachelors degrees or higher.

Whitewater Region Is the Highest Educated in the State of Wisconsin



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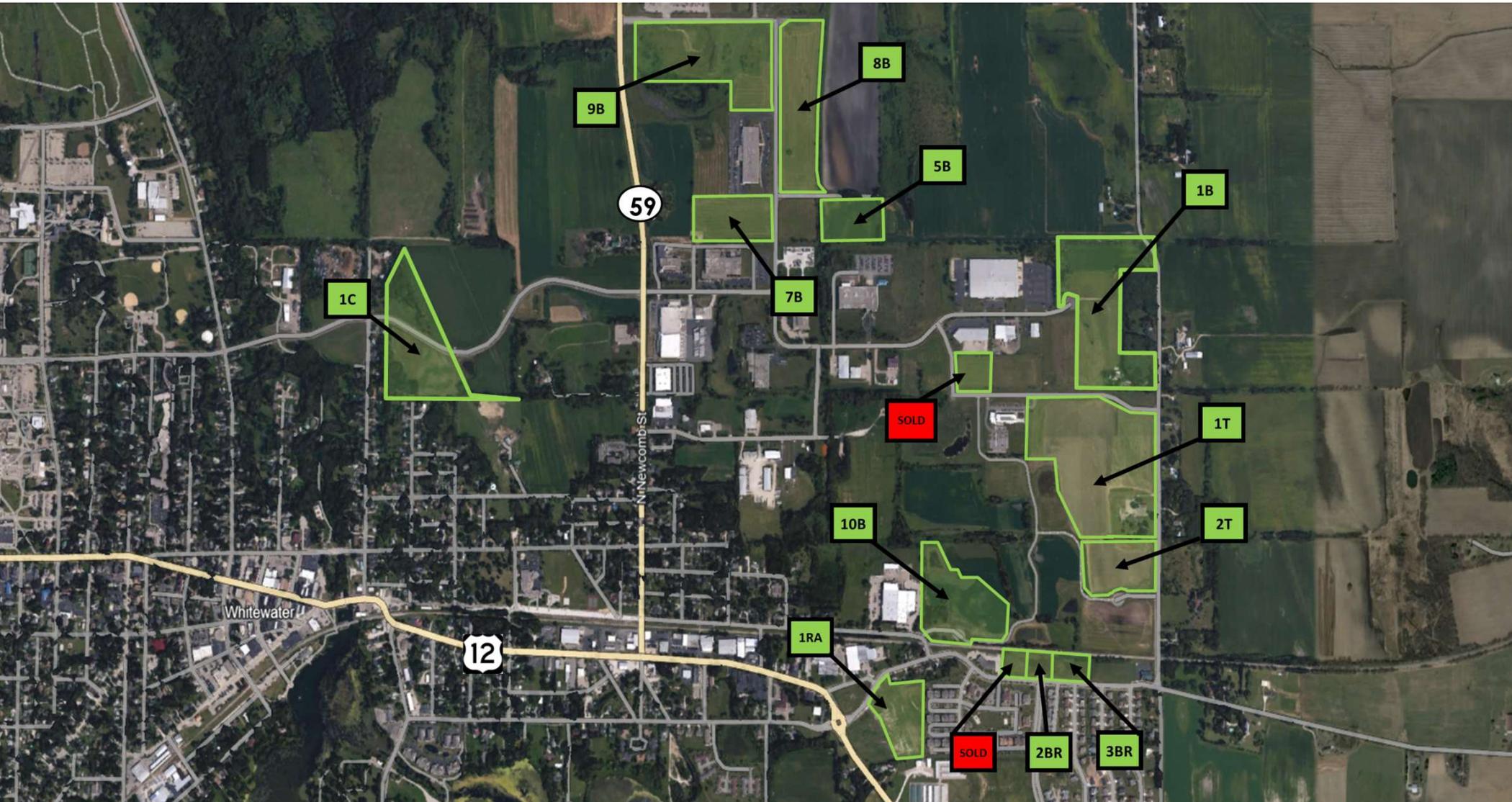
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WHITEWATER CITY LOTS

Whitewater, WI 53190

FOR SALE | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



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WHITEWATER CITY LOTS

Whitewater, WI 53190



LOT 1B, LOT 4B & LOT 10B | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



OFFERING SUMMARY

| | |
|---------------|-----------------|
| Lot 1B | |
| Lot Size: | +/- 21.6 Acres |
| Tax / APN #: | /WUP 00322 |
| Lot 4B (SOLD) | |
| Lot Size: | +/- 2.65 Acres |
| Tax / APN #: | /A455500001 |
| Lot 10B | |
| Lot Size: | +/- 10.96 Acres |
| Tax / APN #: | /A444200001 |

PROPERTY HIGHLIGHTS

- \$29,000 per acre
- All utilities at lot lines: Gas, electric, fiber optic and sewer
- Shovel ready lot
- Easy access from Hwy 12 and Hwy 59
- Numerous incentives to expand or grow your business including TID #10
- Located in Walworth County

DEMOGRAPHICS

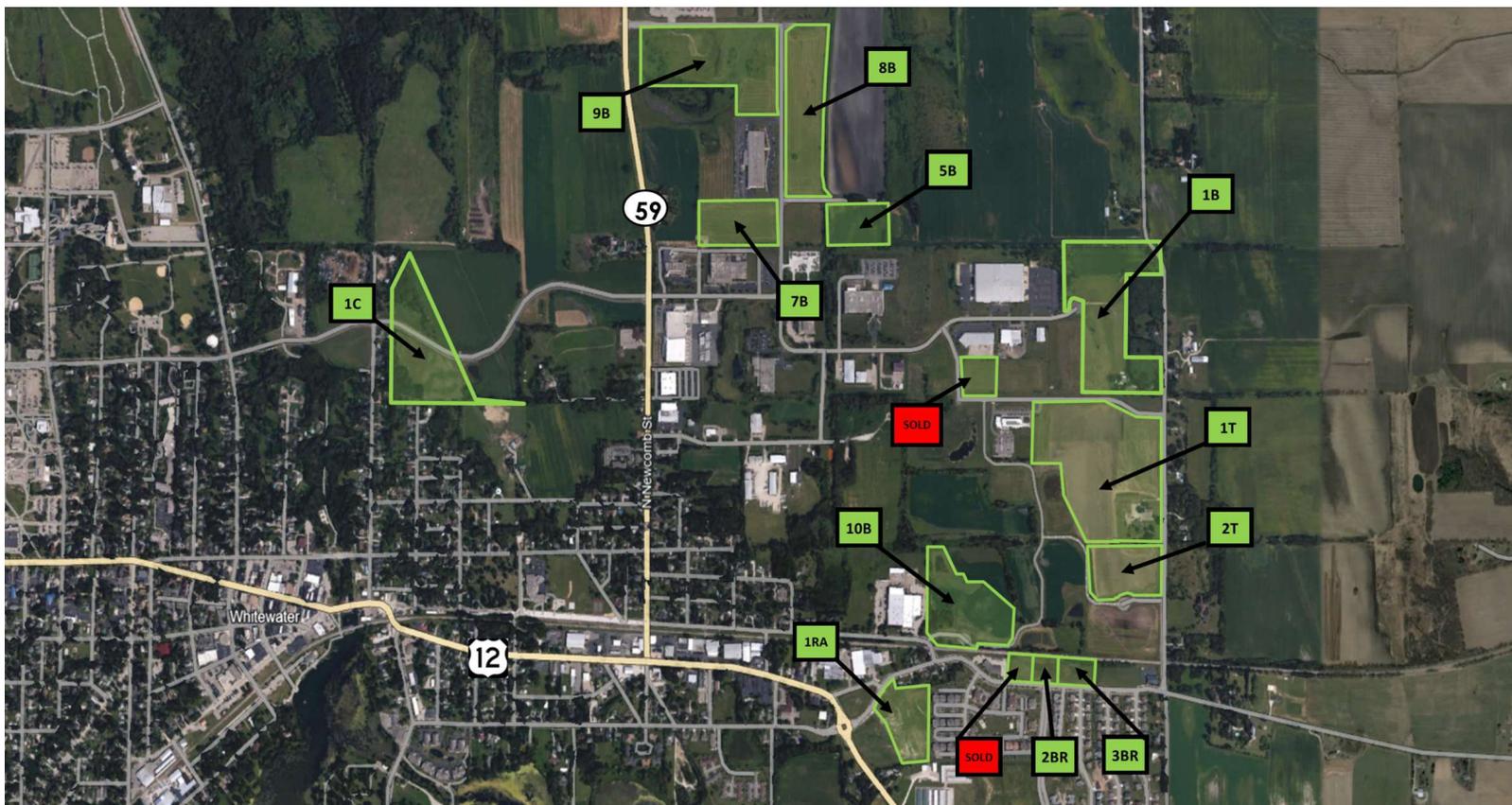
| | 5 MILES | 10 MILES | 20 MILES |
|-------------------|----------|----------|----------|
| Total Households | 6,682 | 18,776 | 104,775 |
| Total Population | 17,942 | 43,256 | 236,610 |
| Average HH Income | \$56,051 | \$68,140 | \$75,843 |

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EXHIBIT A

| STATUS | LOT # | APN | SIZE | PRICE | ZONING |
|-------------|--------------------|-------------------|-------------|-----------|--------|
| Available | 1B | /WUP 00322 | 21.6 Acres | \$626,400 | M-1 |
| Sold | 4B | /A455500001 | 2.65 Acres | - | M-1 |
| Available | 5B | 292-0515-3424-002 | 5.84 Acres | \$169,360 | M-1 |
| Available | 7B | 292-0515-3432-000 | 7.7 Acres | \$223,300 | M-1 |
| Available | 8B | 292-0515-3434-003 | 14.59 Acres | \$423,110 | M-1 |
| Available | 9B | 292-0515-3432-000 | 17.1 Acres | \$495,900 | M-1 |
| Available | 10B | /A444200001 | 10.96 Acres | \$317,840 | M-1 |
| Available | 1T | /A444300002 | 25.03 Acres | \$725,870 | TP |
| Available | 2T | /A444200002 | 8.41 Acres | \$243,890 | TP |
| Unavailable | 3T | /A444200003 | 7.56 Acres | \$219,240 | TP |
| Sold | 1BR | /A323600002 | 1.01 Acres | - | B-3 |
| Available | 2BR | /A503200001 | 1.29 Acres | \$37,410 | B-3 |
| Available | 3BR | /A503200002 | 2.11 Acres | \$61,190 | B-3 |
| Available | 1RA | /405400001 | 7.21 Acres | \$209,090 | B-3 |
| Available | Starin Road Parcel | /WUP 0018D | 13.91 Acres | \$403,390 | R-2 |



WHITEWATER CITY LOTS

Whitewater, WI 53190



LOT 5B, LOT 7B, LOT 8B & LOT 9B | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



OFFERING SUMMARY

| | |
|--------------|-------------------|
| Lot 5B | |
| Lot Size: | +/- 5.84 Acres |
| Tax / APN #: | 292-0515-3424-002 |
| Lot 7B | |
| Lot Size: | +/- 7.7 Acres |
| Tax / APN #: | 292-0515-3432-000 |
| Lot 8B | |
| Lot Size: | +/- 14.59 Acres |
| Tax / APN #: | 292-0515-3434-003 |
| Lot 9B | |
| Lot Size: | +/- 17.1 Acres |
| Tax / APN# | 292-0515-3432-000 |

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PROPERTY HIGHLIGHTS

- \$29,000 per acre
- All utilities at lot lines: Gas, electric, fiber optic and sewer
- Shovel ready lot
- Easy access from Hwy 12 and Hwy 59
- Numerous incentives to expand or grow your business including TID #10
- Located in Jefferson County

DEMOGRAPHICS

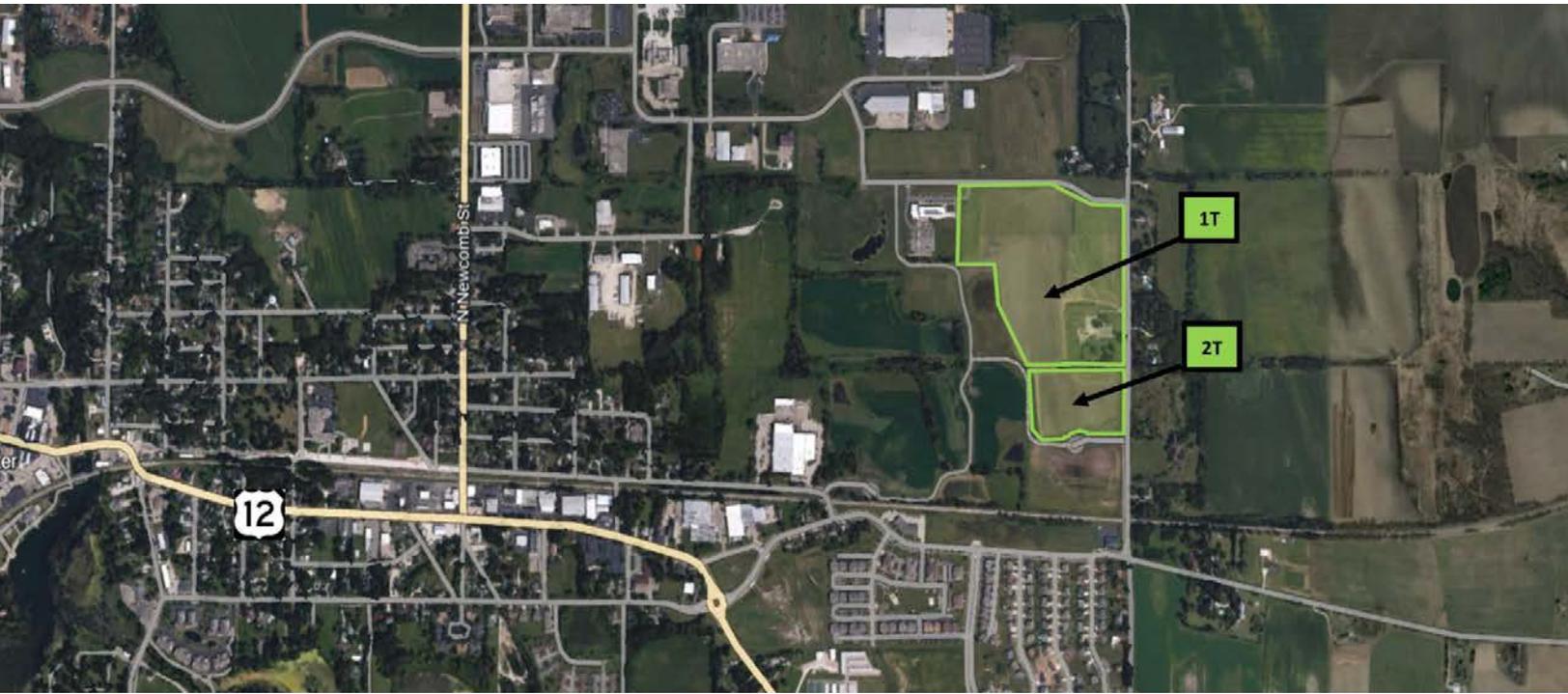
| | 5 MILES | 10 MILES | 20 MILES |
|-------------------|----------|----------|----------|
| Total Households | 6,682 | 18,776 | 104,775 |
| Total Population | 17,942 | 43,256 | 236,610 |
| Average HH Income | \$56,051 | \$68,140 | \$75,843 |

WHITEWATER CITY LOTS

Whitewater, WI 53190



LOT 1T & LOT 2T | TECHNOLOGY PARK LAND FOR SALE



OFFERING SUMMARY

| | |
|---------------|-----------------|
| Lot 1T | |
| Lot Size: | +/- 25.03 Acres |
| Tax / APN #: | /A444300002 |
| Lot 2T | |
| Lot Size: | +/- 8.41 Acres |
| Tax / APN # : | /A444200002 |

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PROPERTY HIGHLIGHTS

- \$29,000 per acre
- Certified development site in Wisconsin Designed as "suitable for development" by the Wisconsin Economic Development Corporation and Deloitte Consulting
- Direct access to UW-Whitewater with close association between the Technology Park and the UW Whitewater connecting your business to university resources
- Greenspace with park and walking paths throughout, generous covenants, large lots for variety of top businesses
- Located in Walworth County

DEMOGRAPHICS

| | 5 MILES | 10 MILES | 20 MILES |
|-------------------|----------|----------|----------|
| Total Households | 6,682 | 18,776 | 104,775 |
| Total Population | 17,942 | 43,256 | 236,610 |
| Average HH Income | \$56,051 | \$68,140 | \$75,843 |

WHITEWATER CITY LOTS

Whitewater, WI 53190



LOT 1BR, LOT 2BR, LOT 3BR & LOT 1RA | BLUFF ROAD COMMERCIAL DISTRICT LAND FOR SALE



OFFERING SUMMARY

Lot 1BR (SOLD)

Lot Size: +/- 1.01 Acres
Tax / APN #: /A323600002

Lot 1RA

Lot Size: +/- 7.21 Acres
Tax / APN #: /405400001

Lot 2BR

Lot Size: +/- 1.29 Acres
Tax / APN #: /A503200001

Lot 3BR

Lot Size: +/- 2.11 Acres
Tax / APN #: /A503200002

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PROPERTY HIGHLIGHTS

- \$29,000 per acre
- Near other large retailers such as Kwik Trip and Dollar General
- Located within +/- 1 mile of Hwy 12
- Included in Whitewater's opportunity zone; including TID #11
- Conveniently located within Whitewater's commercial district
- Located in Walworth County

DEMOGRAPHICS

| | 5 MILES | 10 MILES | 20 MILES |
|-------------------|----------|----------|----------|
| Total Households | 6,682 | 18,776 | 104,775 |
| Total Population | 17,942 | 43,256 | 236,610 |
| Average HH Income | \$56,051 | \$68,140 | \$75,843 |

WHITEWATER CITY LOTS

Whitewater, WI 53190



STARIN ROAD PARCEL | +/- 13.91 ACRES OF RESIDENTIAL DEVELOPMENT FOR SALE



OFFERING SUMMARY

Starin Road Parcel

Lot Size: +/- 13.91 Acres

Tax / APN #: /WUP 0018D

Price / Acre: \$29,000

PROPERTY HIGHLIGHTS

- Large residential parcel for sale in the heart of Whitewater
- Within 5 minutes of shopping, schools and the industrial park
- Beautiful setting with rolling hills, flat areas and privacy
- Concept plan available with +/- 32 potential lots

DEMOGRAPHICS

| | 5 MILES | 10 MILES | 20 MILES |
|-------------------|----------|----------|----------|
| Total Households | 6,682 | 18,776 | 104,775 |
| Total Population | 17,942 | 43,256 | 236,610 |
| Average HH Income | \$56,051 | \$68,140 | \$75,843 |

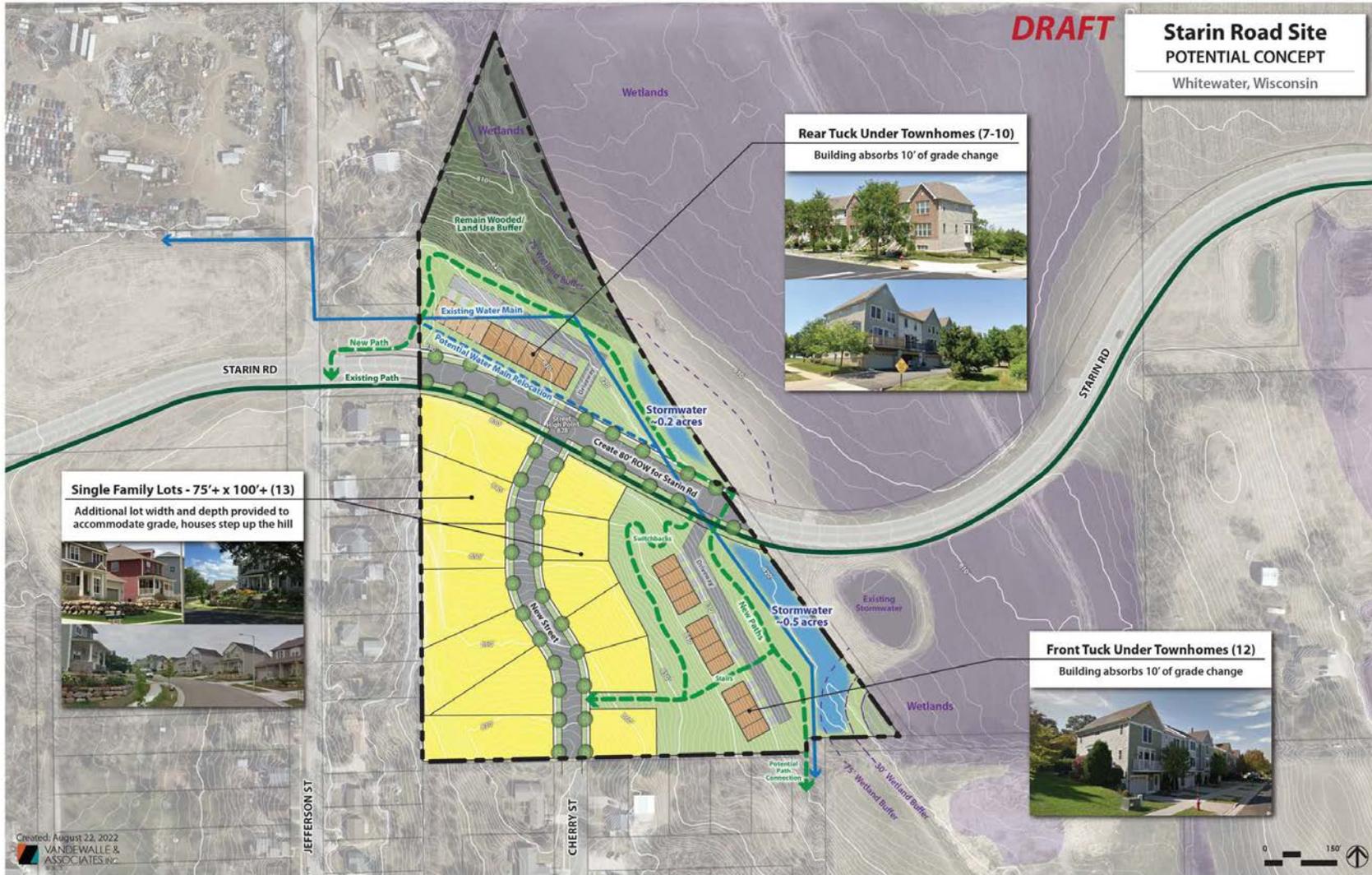
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WHITEWATER CITY LOTS

Whitewater, WI 53190

STARIN ROAD CONCEPT PLAN | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



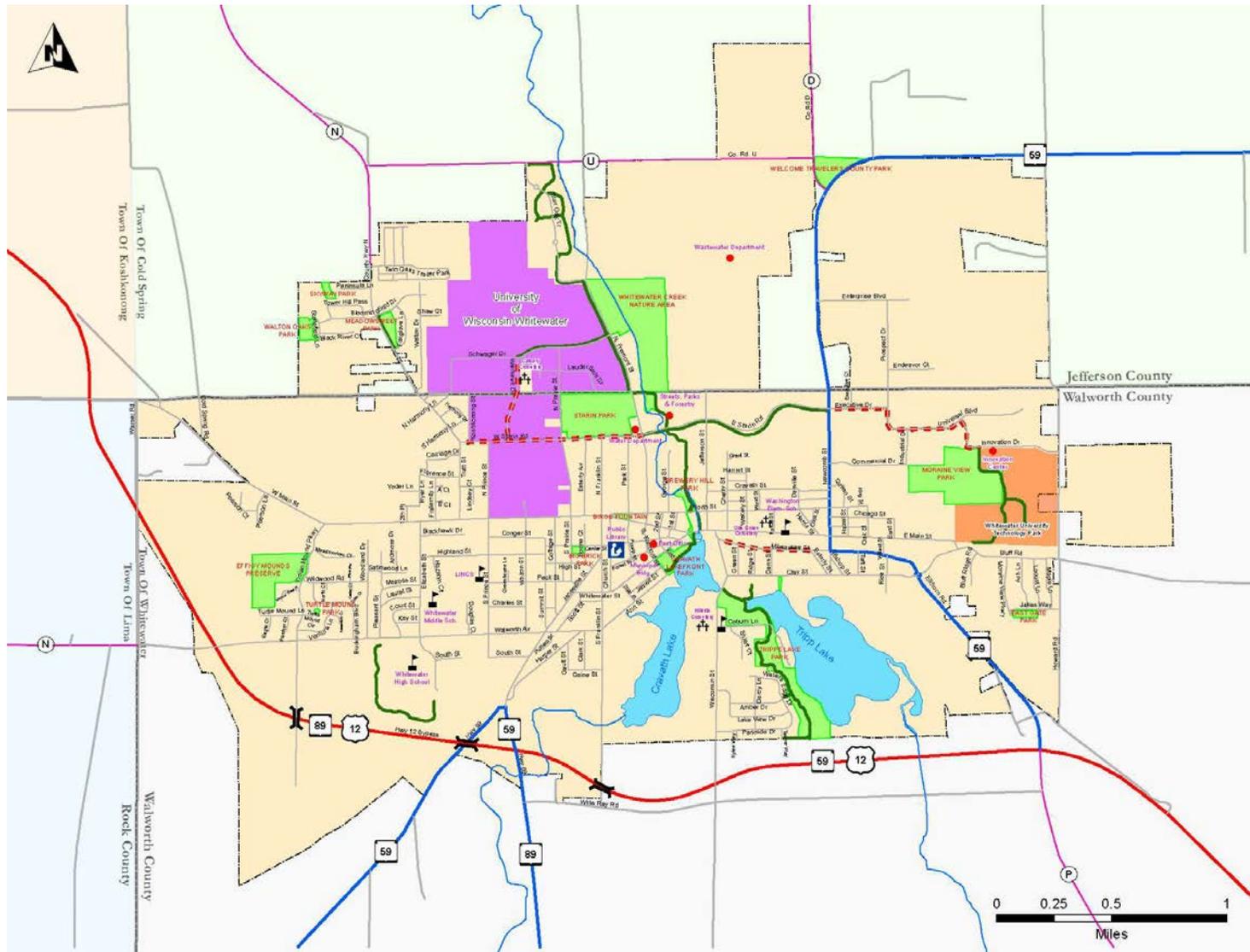
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WHITEWATER CITY LOTS

Whitewater, WI 53190

MAP | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



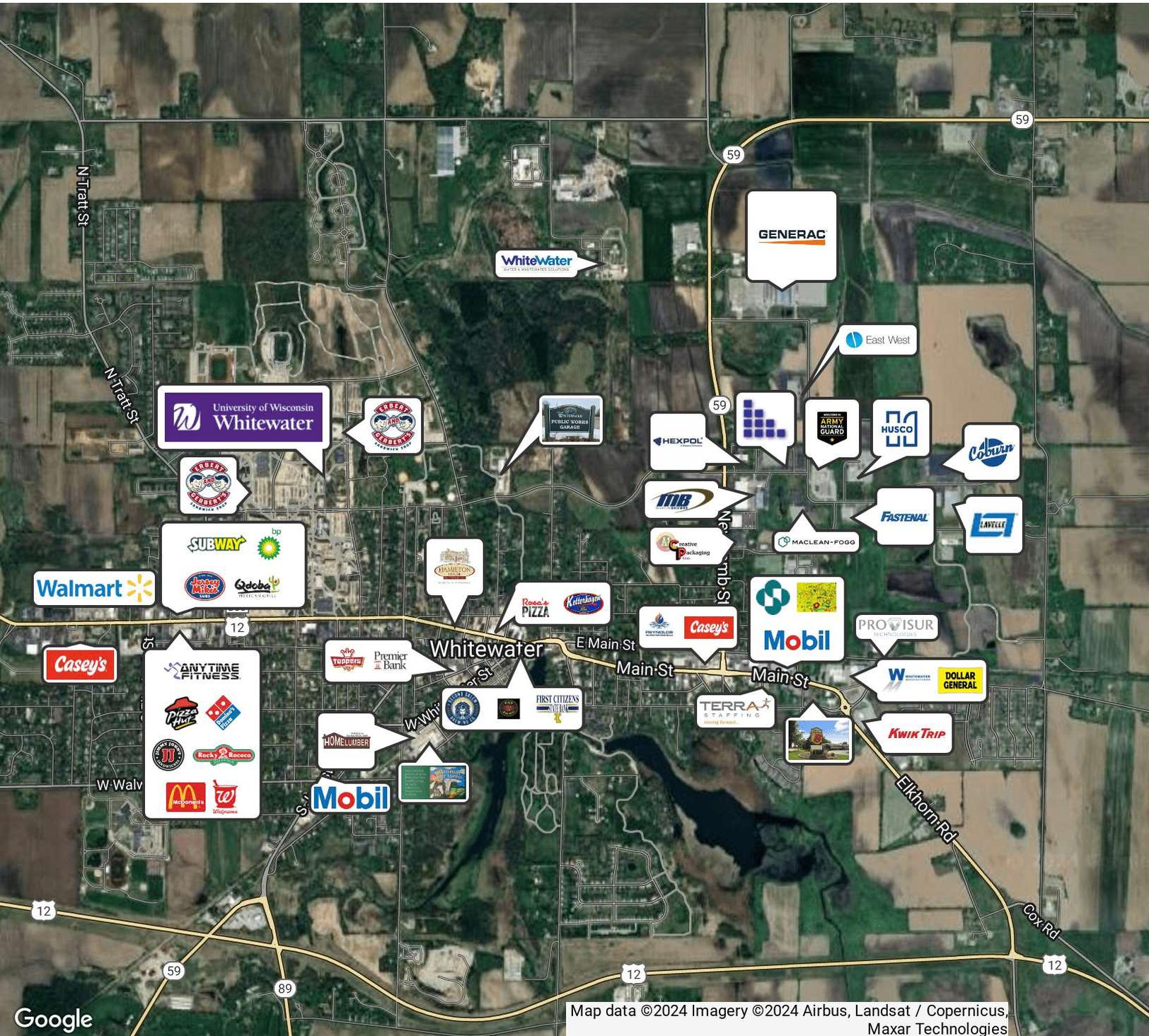
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WHITEWATER CITY LOTS

Whitewater, WI 53190

RETAILER MAP | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



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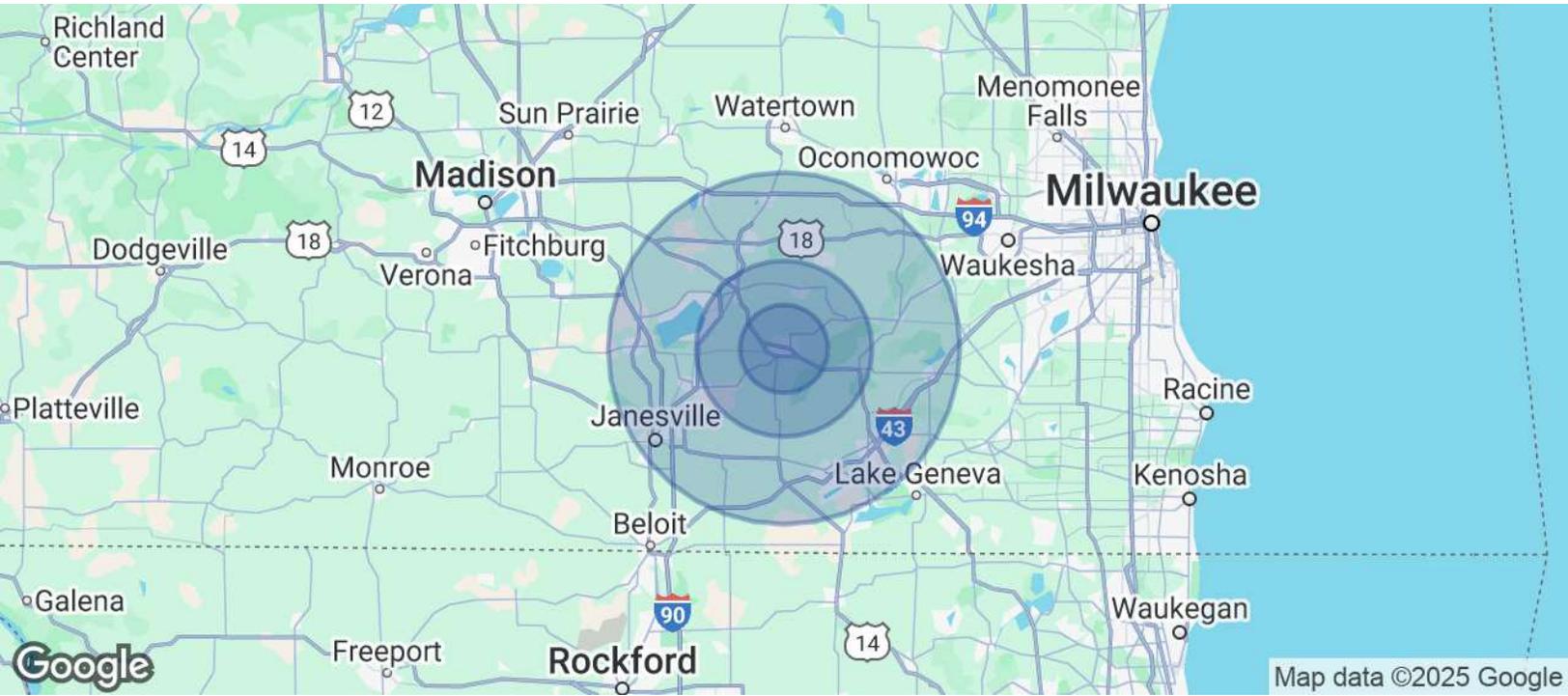
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WHITEWATER CITY LOTS

Whitewater, WI 53190



DEMOGRAPHICS MAP & REPORT | +/- 1.29 - 25.03 ACRES OF VACANT LAND FOR SALE



| POPULATION | 5 MILES | 10 MILES | 20 MILES |
|----------------------|---------|----------|----------|
| Total Population | 17,942 | 43,256 | 236,610 |
| Average Age | 28.0 | 38.1 | 41.6 |
| Average Age (Male) | 26.9 | 36.9 | 40.3 |
| Average Age (Female) | 29.3 | 39.5 | 43.1 |

| HOUSEHOLDS & INCOME | 5 MILES | 10 MILES | 20 MILES |
|---------------------|-----------|-----------|-----------|
| Total Households | 6,682 | 18,776 | 104,775 |
| # of Persons per HH | 2.7 | 2.3 | 2.3 |
| Average HH Income | \$56,051 | \$68,140 | \$75,843 |
| Average House Value | \$171,376 | \$204,951 | \$212,863 |

2020 American Community Survey (ACS)

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DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

- 8 (a) The duty to provide brokerage services to you fairly and honestly.
 - 9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
 - 10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.
 - 12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).
 - 14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).
 - 16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
 - 17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.
- 19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

- 28 The following information is required to be disclosed by law:
- 29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).
 - 30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other Information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____
36 _____
37 _____

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

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

42 **DEFINITION OF MATERIAL ADVERSE FACTS**
43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

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

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

EXHIBIT B

Kristen Parks



Kristen Parks

Vice President

Direct: 414-858-5226

Mobile: 414-550-8925

kparks@andersoncommercialgroup.com

 V-Card

Scope of Service

As a Vice President, Kristen focuses on various types of commercial real estate, including the selling and leasing of retail and industrial properties, as well as land development.

Background and Experience

Kristen is a Commercial Real Estate Broker and Vice President at Anderson Commercial Group, which she joined in 2020. With over 20 years of experience running small businesses in the Milwaukee area, she brings a deep understanding of the local market and business landscape. She specializes in representing investors, developers, municipalities, and business owners, guiding them through every stage of the deal—from marketing and negotiation to due diligence and closing. Kristen's strategic, experience-driven approach ensures her clients receive expert insight, clear communication, and long-term value in every transaction.

Organizations

- Commercial Association of REALTORS® Wisconsin (CARW)
- National Association of REALTORS® (NAR)
- Wisconsin REALTORS® Association (WRA)

Patrick McGlinn



Patrick McGlinn

Senior Vice President

Direct: 414-858-5218

Mobile: 414-207-5250

Office: 414-425-2700

pmcglinn@andersoncommercialgroup.com

 V-Card

Scope of Service

As vice president, Patrick excels in connecting buyers and sellers as well as building trusted relationships with principals and stakeholders. He advises clients and facilitates their acquisitions, divestitures, lease negotiations, and real estate strategies.

Background and Experience

Patrick McGlinn joined Anderson Commercial Group in spring of 2019. Before joining the team, Patrick was the director of real estate for a national company headquartered in Milwaukee. With over 30 years of experience across different property types, he has been responsible for creating opportunities for investment, overseeing acquisitions and divestitures, right-sizing space needs, and assisting with nation-wide site selection. Patrick is a graduate of the University of Wisconsin-Milwaukee and holds a bachelor's degree in finance. He is also a licensed Wisconsin Real Estate Salesperson.

Organizations

- Village of Hales Corners - Community Development Authority, Vice Chairman (Previous)
- Milwaukee County - Intergovernmental Cooperation Council, Appointed Representative for the Village of Hales Corners
- Joint Review Board Member, Village of Hales Corners Tax Incremental Districts 3 & 4
- Commercial Association of REALTORS® (CARW)
- National Association of REALTORS® (NAR)
- Wisconsin REALTORS® Association (WRA)

EXHIBIT C

My Report



| Type | Address | Property Type | Property Size | Space Available | Asking Rate | Sub Lease | Lease Type |
|------|--------------------------------------|----------------------|--------------------------------|-----------------|----------------|-------------------|----------------------|
| 3 | Lease 1002 S Janesville St | Whitewater, WI 53190 | Industrial (Light Industrial) | 16,842 SF | 4,225 SF | \$7.95 Annual/SF | No MG |
| 8 | Lease 209 S Taft St | Whitewater, WI 53190 | Office (Medical/Dental) | 5,448 SF | 5,448 SF | \$10.00 Annual/SF | No MG |
| 9 | Lease 1202-1208 Bluff Rd | Whitewater, WI 53190 | Retail (Strip Center) | 14,806 SF | 3,460 SF | \$12.00 Annual/SF | No NNN |
| 9 | Lease 1202-1208 Bluff Rd | Whitewater, WI 53190 | Retail (Strip Center) | 14,806 SF | 1,555 SF | \$12.00 Annual/SF | No NNN |
| 9 | Lease 1202-1208 Bluff Rd | Whitewater, WI 53190 | Retail (Strip Center) | 14,806 SF | 2,080 SF | \$12.00 Annual/SF | No NNN |
| 11 | Lease 1280 W Main St | Whitewater, WI 53190 | Retail (Strip Center) | 5,130 SF | 5,130 SF | \$30.00 Annual/SF | No NNN (\$6.50) |
| 12 | Lease 1139 W Main St | Whitewater, WI 53190 | Retail (Strip Center) | 28,177 SF | 1,455 SF | \$15.00 Annual/SF | No NNN (\$5.81) |
| 15 | Lease 848 Commercial Ave | Whitewater, WI 53190 | Industrial (Manufacturing) | 19,250 SF | 19,336 SF | \$4.50 Annual/SF | No NNN |
| Type | Address | Property Type | Property Size | Acres | List Price | Sale Price | \$/SF or \$/Acre |
| 1 | Sale Hwy 12 & County Hwy P | Whitewater, WI 53190 | Land | 20.04 Acres | \$349,000.00 | | \$17,415.17 Per Acre |
| 2 | Sale Old Hwy P & Hwy 12 | Whitewater, WI 53190 | Land | 48.92 Acres | \$499,000.00 | | \$10,200.33 Per Acre |
| 4 | Sale Hwy 12 & County Hwy P | Whitewater, WI 53190 | Land | 29.71 Acres | \$379,000.00 | | \$12,756.65 Per Acre |
| 5 | Sale Hwy 59 & Taylor Rd | Whitewater, WI 53190 | Land | 68.90 Acres | \$2,500,000.00 | | \$36,284.47 Per Acre |
| 6 | Sale 234 N Prince St | Whitewater, WI 53190 | Multi-Family (Low-Rise) | 34,731 SF | 1.79 Acres | \$4,875,000.00 | \$140.36 Per SF |
| 7 | Sale 803 E Milwaukee St | Whitewater, WI 53190 | Office (General) | 1,630 SF | 0.28 Acres | \$299,000.00 | \$183.44 Per SF |
| 8 | Sale 209 S Taft St | Whitewater, WI 53190 | Office (Medical/Dental) | 5,448 SF | 0.35 Acres | \$249,000.00 | \$45.70 Per SF |
| 10 | Sale 146 W Main St | Whitewater, WI 53190 | Retail (Mixed Use) | 4,014 SF | 0.09 Acres | \$899,000.00 | \$214.30 Per SF |
| 13 | Sale 369 N Newcomb St | Whitewater, WI 53190 | Industrial (Manufacturing) | 30,500 SF | 2.22 Acres | \$2,790,000.00 | \$91.48 Per SF |
| 14 | Sale Pebble Beach Ct & State Park Rd | Whitewater, WI 53190 | Land (Residential Development) | | 7 Acres | \$475,000.00 | \$67,857.14 Per Acre |
| 15 | Sale 848 Commercial Ave | Whitewater, WI 53190 | Industrial (Manufacturing) | 19,250 SF | 6.02 Acres | \$999,000.00 | \$51.67 Per SF |

EXHIBIT D



ANDERSON COMMERCIAL GROUP REAL ESTATE SERVICES

THE PROFESSIONAL TEAM AT ANDERSON COMMERCIAL GROUP IS COMMITTED TO PROVIDING ...

- The ideal combination of industry experience & relentless dedication, allowing us to consistently deliver results to our clients
- Customized business plans that protect our client's investments, ensuring they meet/exceed their real estate goals



BROKERAGE

- Specializing in: investment, industrial, office, retail, multifamily, mixed-use, special purpose, & land transactions
- Acquisition/disposition of real estate assets
- Buyer/seller representation
- Landlord/tenant representation
- Property valuations



MANAGEMENT

- Complete/customizable asset, facility, & property management
- 24/7 building operations, maintenance, project bidding & management
- Commercial/residential leasing & renewals, rent collections, tenant management, & marketing
- Property accounting, scheduled reporting, budgets, & CAM reconciliations

DEVELOPMENT

- In-depth knowledge of the entitlement & development process
- Start-to-finish responsibilities: municipality, planning, & board approvals
- Site selection assistance, acquisition, & construction process management
- Selling/leasing services for completed projects

INVESTMENT

- Build a thorough understanding of the client's investment needs/goals
- Track capital resources, market comparables, absorption/vacancy rates
- Extensive network of investors, lenders, & entrepreneurs
- Deep understanding of capitalization rates & the investment cycle
- Help clients trade & divest their investment holdings



Anderson
Commercial Group

11217 W Forest Home Ave, Suite One
Franklin, WI 53132

(P) 414.425.2700

andersoncommercialgroup.com

EXHIBIT E

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 325-352 or attach as an addendum per lines 353-354.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-10, and
6 the following items: _____
7 _____
8 _____

9 ■ **NOT INCLUDED IN LIST PRICE:** None
10 _____

11 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
12 **lessor. (See lines 251-256).**

13 ■ **LIST PRICE:** _____ Dollars (\$ 29,000/acre).

14 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is enrolled
15 in the following governmental conservation, farmland, environmental, land use or use restricting programs, agreements
16 or conservation easements, (county, state or federal): None
17 _____

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

20 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
21 _____

22 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
23 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
24 None

25 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) STRIKE ONE a right of first refusal on part or all of the Property.

26 ■ **ZONING:** Seller represents that the property is zoned: _____

27 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows: (e.g.
28 at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity unknown
29 _____; gas unknown; municipal sewer unknown;
30 municipal water unknown; telephone unknown;
31 cable _____; other _____

32 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
33 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 6-8 during the term
34 of this Listing. The marketing may include: _____
35 _____

36 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
37 Any
38 _____

39 which are in addition to and separate from Compensation to Others. See lines 54-59.

40 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention**
41 **of or payment to a cooperating firm, buyer's firm or other buyer's representative.**

42 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 185-191 regarding the Firm's
43 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
44 Firm and its agents may market other properties during the term of this Listing.

45 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

46 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
47 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within
48 seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

49 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
50 The following other buyers _____

51 _____ are excluded from this Listing until _____
52 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before the
53 specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

54 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms
55 working with buyers such as subagents and buyer's firms: A percentage (%) to be determined at Broker's
56 sole discretion.

57 (Exceptions if any): _____
 58 **There is no standard market commission rate. Commissions and types of service may vary by firm.**
 59 **Commissions are not set by law and are fully negotiable.**

60 **COMMISSION** Seller and the Firm agree the Firm's commission shall be 10% of the purchase price, paid at
 61 closing.

62 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 63 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 64 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 65 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 66 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 67 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at or above the
 68 list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to
 69 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting
 70 the written offer has the ability to complete the buyer's obligations under the written offer.

71 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 72 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 73 divorce judgment.

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

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

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

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

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

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

94 **DISCLOSURE TO CLIENTS**

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

- 97 (a) The duty to provide brokerage services to you fairly and honestly.
- 98 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 99 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 100 unless disclosure of the information is prohibited by law.
- 101 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 102 information is prohibited by law. (See lines 257-260.)
- 103 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 104 confidential information or the confidential information of other parties. (See lines 160-176.)
- 105 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 106 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 107 advantages and disadvantages of the proposals.

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

- 110 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 111 your transaction, unless you release the firm from this duty.
- 112 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 113 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
 114 are within the scope of the agency agreement.

- 115 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 116 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required
 117 by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is
 118 contrary to your interests.
 119 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 120 relationship"), different duties may apply.

121 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- 122 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party
 123 in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through
 124 designated agency, which is one type of multiple representation relationship.
 125 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients
 126 in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information,
 127 opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will
 128 be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice
 129 gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential
 130 information to another party unless required to do so by law.
 131 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or
 132 reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 133 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 134 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent
 135 may represent more than one client in a transaction.
 136 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services
 137 to more than one client in the transaction.

138 CHECK ONLY ONE OF THE THREE BELOW:

- 139 The same firm may represent me and the other party as long as the same agent is not representing us both.
 140 (multiple representation relationship with designated agency)
 141 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 142 more different agents are involved. (multiple representation relationship without designated agency)
 143 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 144 representation relationships)

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

150 SUBAGENCY

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

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

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

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

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

- 166 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 257-260).
 167 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 168 the property or real estate that is the subject of the transaction.

169 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 170 information below (see lines 172-174). At a later time, you may also provide the Firm with other information you consider

171 to be confidential.

172 **CONFIDENTIAL INFORMATION:** _____

173 _____

174 _____

175 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

176 _____

177 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
178 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents
179 (other firms engaged by the Firm - see lines 150-154) and firms representing buyers. Cooperation includes providing
180 access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note
181 any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
182 showings, and the specific terms of offers which should not be submitted to Seller: _____

183 _____

184 _____

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

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

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

202 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

203 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
204 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
205 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
206 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
207 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 208-216).

208 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
209 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents
210 for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount
211 or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree
212 that any termination of this Listing by either party before the date stated on line 356 shall be effective by the Seller only if
213 stated in writing and delivered to the Firm in accordance with lines 302-324 and effective by the Firm only if stated in
214 writing by the supervising broker and delivered to Seller in accordance with lines 302-324.

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

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

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

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

227 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 228 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 229 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold
 230 the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 231 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 232 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be conducted
 233 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections without
 234 being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
 235 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 325-
 236 352 or in an addendum per lines 353-354.

237 **DEFINITIONS**

238 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
 239 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 240 1) Significantly and adversely affecting the value of the Property;
 241 2) Significantly reducing the structural integrity of improvements to real estate; or
 242 3) Presenting a significant health risk to occupants of the Property.
 243 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 244 under a contract or agreement made concerning the transaction.
 245 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 246 event occurred and by counting subsequent calendar days.
 247 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 248 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 249 replaced would significantly shorten or adversely affect the expected normal life of the premises.
 250 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
 251 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to
 252 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
 253 damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including,
 254 but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent
 255 foundations and docks/piers on permanent foundations.
 256 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**
 257 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 258 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 259 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 260 or would affect the party's decision about the terms of such a contract or agreement.
 261 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 262 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 263 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 264 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 265 whole or in part whether created before or after expiration of this Listing.
 266 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.
 267 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 268 this Listing:
 269 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 270 of this Listing;
 271 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms
 272 upon which the buyer might acquire an interest in the Property; or
 273 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any
 274 potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the
 275 buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 208-216) of the
 276 Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 277 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals
 278 in the Listing; or,
 279 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or
 280 agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.
 281 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf
 282 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 203-
 283 207.

284 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 285 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 286 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family

287 **status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.**

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

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

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

302 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
303 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 305-
304 324.

305 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
306 named at line 307 or 308.

307 Seller's recipient for delivery (optional): John Weidl/City of Whitewater

308 Firm's recipient for delivery (optional): Kristen Parks/ACG, LLC; Patrick McGlinn/ACG, LLC

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

310 Seller: (_____) _____ Firm: (_____) _____

311 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
312 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 307 or
313 308, for delivery to the party's delivery address at line 317 or 318.

314 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
315 party, or to the party's recipient for delivery if named at line 307 or 308 for delivery to the party's delivery address at line
316 317 or 318.

317 Delivery address for Seller: 312 W Whitewater St, Whitewater, WI 53190

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

319 (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
320 line 323 or 324. If this is a consumer transaction where the property being purchased or the sale proceeds are used
321 primarily for personal, family or household purposes, each consumer providing an email address below has first consented
322 electronically as required by federal law.

323 Email address for Seller: jweidl@whitwater-wi.gov

324 Email address for Firm: kparks@acgwi.com; pmcglinn@acgwi.com

325 **ADDITIONAL PROVISIONS**

326 1) On the date specified in Line 357 and on the same date of every sixth (6th) month
327 thereafter (each an "automatic renewal date"), this Listing Contract shall automatically
328 renew on all of the same terms for an additional period of six (6) months. Seller may
329 terminate this Listing Contract on an automatic renewal date by delivering a written
330 termination notice to Broker at least sixty (60) days prior to such automatic renewal
331 date.

332
333 2) **Electronic Signature/s:** Signatures made electronically using DocuSign or any other
334 electronic signature software shall be considered original signatures.

335
336 3) **The Parties shall indemnify and hold each other harmless for any claim, loss, or**
337 **damage, including attorney fees, incurred by the other in connection with offering the**
338 **Listing Property caused by any act, omission, statement or failure to disclose information**
339 **by the other Party.**

340
341 4) **Lines 47-48: "Within seven days of the date" is replaced with "Upon execution".**

342
343 5) **Line 275: "three" is changed to "fourteen".**

344

345 _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____

353 **ADDENDA** The attached ~~addenda~~ Exhibit A _____
354 _____ is/are made part of this Listing.

355 **TERM OF THE CONTRACT** From the 1st day of May, 2025, up
356 to the earlier of midnight of the 30th day of April, 2027, or the conveyance
357 of the entire Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

370 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT**
371 **HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED**
372 **INTO THE LISTING.**

373 (x) _____
374 Seller's Signature ▲ Print Name } _____ Date ▲

375 (x) _____
376 Seller's Signature ▲ Print Name } _____ Date ▲

377 (x) _____
378 Seller's Signature ▲ Print Name } _____ Date ▲

379 (x) _____
380 Seller's Signature ▲ Print Name } _____ Date ▲

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

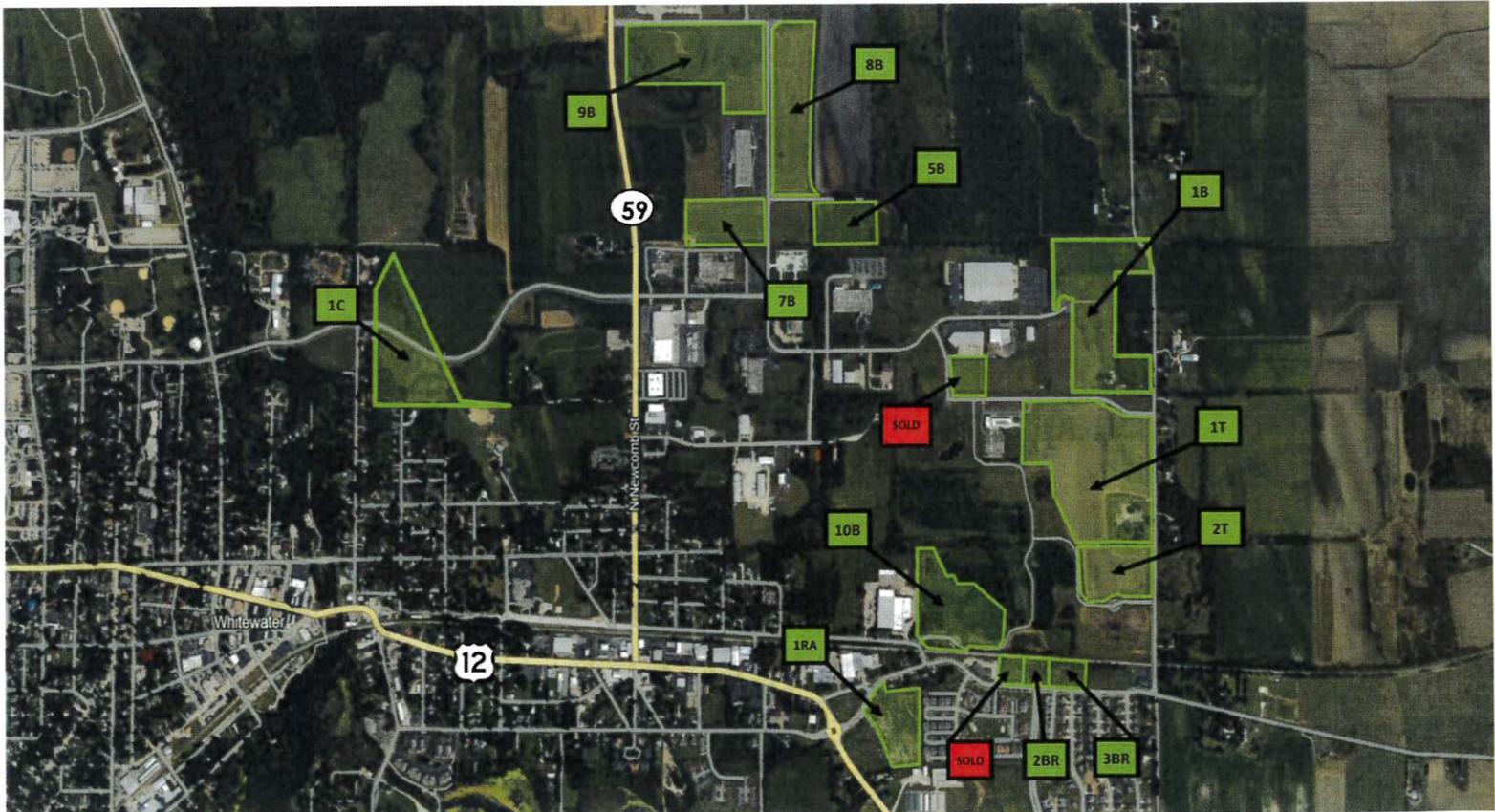
383 (x) _____
384 Authorized Signature ▲ _____ Date ▲
385 Print Name & Title }

386 Anderson Commercial Group, LLC
387 Firm Name ▲

388 (x) _____
389 Agent's Signature ▲ Print Name } Kristen Parks Date ▲

EXHIBIT A

| STATUS | LOT # | APN | SIZE | PRICE | ZONING |
|-------------|--------------------|-------------------|-------------|-----------|--------|
| Available | 1B | /WUP 00322 | 21.6 Acres | \$626,400 | M-1 |
| Sold | 4B | /A455500001 | 2.65 Acres | - | M-1 |
| Available | 5B | 292-0515-3424-002 | 5.84 Acres | \$169,360 | M-1 |
| Available | 7B | 292-0515-3432-000 | 7.7 Acres | \$223,300 | M-1 |
| Available | 8B | 292-0515-3434-003 | 14.59 Acres | \$423,110 | M-1 |
| Available | 9B | 292-0515-3432-000 | 17.1 Acres | \$495,900 | M-1 |
| Available | 10B | /A444200001 | 10.96 Acres | \$317,840 | M-1 |
| Available | 1T | /A444300002 | 25.03 Acres | \$725,870 | TP |
| Available | 2T | /A444200002 | 8.41 Acres | \$243,890 | TP |
| Unavailable | 3T | /A444200003 | 7.56 Acres | \$219,240 | TP |
| Sold | 1BR | /A323600002 | 1.01 Acres | - | B-3 |
| Available | 2BR | /A503200001 | 1.29 Acres | \$37,410 | B-3 |
| Available | 3BR | /A503200002 | 2.11 Acres | \$61,190 | B-3 |
| Available | 1RA | /405400001 | 7.21 Acres | \$209,090 | B-3 |
| Available | Starin Road Parcel | /WUP 0018D | 13.91 Acres | \$403,390 | R-2 |



SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

1 Seller's/Owner's Name(s): _____
2 Entity Name (if any): _____
3 Name & Title of Authorized Representative for Seller Entity: _____
4 Property Address: _____

5 Listing Agent and Listing Firm: Kristen Parks Anderson Commercial Group, LLC

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of
7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a
8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling
9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete
11 it/them: (Real Estate Condition Report) (Vacant Land Disclosure Report) (Seller Disclosure Report – Commercial)
12 (Other: _____) **STRIKE AND COMPLETE AS APPLICABLE**

13 **CHECK LINE 14 OR LINE 20, AS APPLICABLE:**

14 **SELLER REFUSAL TO COMPLETE**

15 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR, VLDR or
16 other seller's disclosure report for the Property. Seller understands this refusal may be disclosed to potential
17 purchasers and has been advised that Seller's refusal to provide this report does not release Seller from any
18 disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal counsel
19 regarding Seller's disclosure obligations in an "as-is" sale.

20 **SELLER NOT REQUIRED TO COMPLETE REPORT**

21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property
22 because **CHECK BELOW AS APPLICABLE:**

- 23 Seller is a personal representative of an estate and has never occupied the Property.
- 24 Seller is a trustee and has never occupied the Property.
- 25 Seller is a conservator and has never occupied the Property.
- 26 Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.
- 27 The Property includes 1 to 4 dwelling units but has not been inhabited.
- 28 The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

29 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting
30 the possibility of material adverse facts to all parties. Listing Agent shall accordingly disclose any condition Listing
31 Agent becomes aware of to prospective purchasers.

32 This form was delivered to Seller by Kristen Parks on _____
33 Agent for Firm Print Name ▲ Date ▲

34 Seller's/Owner's Signature: _____ Date: _____
35 Seller's/Owner's Signature: _____ Date: _____
36 Seller's/Owner's Signature: _____ Date: _____
37 Seller's/Owner's Signature: _____ Date: _____

38 This form was delivered to Buyer by _____ on _____
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: _____
41 Initials ▲ Date ▲

42 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based
43 on not receiving a completed condition or disclosure report from Seller.