

**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/Jefferson,  
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 None25 ■ **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 unknown29 \_\_\_\_\_; 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 Stonehaven Development, LLC (Parcels /A503200001 and /A503200002)

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 list 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

to be confidential.

**CONFIDENTIAL INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

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

**OPEN HOUSE AND SHOWING RESPONSIBILITIES**

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 208-216) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
  - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
  - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 203-207.

**NON-DISCRIMINATION**

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



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@whitewater-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 thirty (30) days prior to such automatic renewal  
331 date.

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

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.

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

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

6) In the event a member of Anderson Commercial Group intends to develop, or is a member of a development pertaining to city/CDA lots, said member shall not represent the city/CDA (Seller) and shall instead be an Agent of the Buyer. Broker disclosure shall be submitted with or prior to any such Offer to Purchase.

7) In the event a city/CDA lot is transferred to another entity of the city/CDA, Anderson Commercial Group shall not receive a commission on said transaction.

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

**TERM OF THE CONTRACT** From the 19th day of June, 2025, up to the earlier of midnight of the 1st day of July, 2027, or the conveyance 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.**

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

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

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

(x) \_\_\_\_\_  
Seller's Signature ▲ Print Name } **John Weidl**  
CITY MANAGER Date ▲

(x) \_\_\_\_\_  
Seller's Signature ▲ Print Name } **JUN 27 2025**  
Date ▲

(x) \_\_\_\_\_  
Seller's Signature ▲ Print Name } **John Weidl**  
**Jweidl@whitewater-wi.gov** Date ▲

(x) \_\_\_\_\_  
Authorized Signature ▲ **JUN 27 2025**  
Print Name & Title } **Jweidl@whitewater-wi.gov** Date ▲

**Anderson Commercial Group, LLC**  
Firm Name ▲

(x) \_\_\_\_\_  
Agent's Signature ▲ Print Name **Kristen Parks** **6/30/2025**  
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

