

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 7, 2009
7:00 PM
or immediately following Common Council**

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Administration Committee, 11/16/09](#)
- D. ACTION ITEMS
 - 1. [Poll Worker Appointments for the City of Menasha for the 2010-2011 election years, pursuant to Wis. State Stats.§7.30](#)
 - 2. [Proposed rental fees for Senior Center \(Recommended by Committee on Aging\).](#)
 - 3. [Listing Agreement with Core Development for the Lake Park Villas Phase II Lots and Parcels #7-01700-01, 7-01772-00 & 7-01700-02 \(Lot Price List to be received\)](#)
 - 7. [O-22-09 – An Ordinance Relating to Polling Places \(Introduced by Ald. Pack\)](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
November 16, 2009
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Pack at 8:46 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PHD Nett, PWS Jacobson, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Administration Committee, 11/2/09](#)

Moved by Ald. Englebert, seconded by Ald. Zelinski to approve minutes.
Motion carried on voice vote

D. ACTION ITEMS

1. [City Proposed Fee Schedule](#)

Discussion ensued on the different fees; reason for certain increases; how increases were determined.

Moved by Ald. Wisneski, seconded by Ald. Roush to round up to nearest dollar the Weights & Measures fees.

Motion carried on voice vote.

Moved by Ald. Englebert, seconded by Ald. Wisneski to recommend proposed fee schedule as amended to Common Council.

Motion carried on voice vote.

2. [Neighborhood Stabilization Program Agreement with the Winnebago County Housing Authority \(WCHA\)](#)

CDD Keil explained a program through the State and County that would help clean up some blighted properties in the City. Funds have been made available through the federal government. The cities of Menasha and Neenah will share a portion of the funds. There are certain guidelines that must be followed and certain areas that qualify for the funds. The Community Development Dept. is recommending using the funds for the demolition of blighted structures and land banking. New construction on the vacant lot after the structure has been demolished would be carried out by another entity such as Habitat for Humanity. That would be a separate agreement with Winnebago County Housing Authority.

Moved by Ald. Zelinski, seconded by Ald. Englebert to recommend approval to Common Council
Motion carried on voice vote

E. ADJOURNMENT

Moved by Ald. Wisneski, seconded by Ald. Zelinski to adjourn at 9:10 p.m.

Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC,
City Clerk



MEMO

TO: Administration Committee
FROM: Debbie Galeazzi, City Clerk
SUBJECT: Poll Worker Appointments
DATE: December 2, 2009

Attached is a list of poll worker appointments for the 2010-2011 elections. This is a two year appointment. We received a list from the Republican Party. We did not receive a list from the Democratic Party, so a majority of the poll workers will be appointed as non-partisan.

Last Name	First Name	Address	Party Preference
Bayer	Grace	1741B Midway Place	R
Bayer	Marseilles	1741B Midway Place	R
Bellmore	Cal	1701 Northridge Ct.	R
Biechler	Laura	100 Lock Street	R
Binder	Jane	1037 Woodland Dr.	R
Borchardt	Karlton	705 Ida St.	R
Chase	Jan	176 Royal Oaks Court	NP
Drinkwine	Barbara	1037 Ninth Street	NP
Duuck	Ron	825 Kelsey Brook Ct	NP
Duuck	Sharon	825 Kelsey Brook Ct	NP
Erdmann	Sue	854 River Lea Ct.	R
Fahrbach	Bob	1208 Greendale St.	R
Fahrbach	Jan	1208 Greendale St.	NP
Fischer	Cliff	358 Nicolet Blvd.	NP
Gilbert	Lisa	736 Jefferson St.	NP
Gressler	Larry	1105 Maria Ln.	R
Gressler	Pricilla	1105 Maria Ln.	R
Griesbach	Henry	1025 Woodland Dr.	R
Hoppe	Olivier	1036 Woodland Pl	R
Hoytinski	Diane	729 Arthur St.	NP
Hoytinski	John	729 Arthur St.	NP
Kelly	Mary	392 Naymut St.	NP
Kemps	Mary	709 Ida St.	NP
Kemps	Barbara	831 First St.	R
Kitowski	Mary	1028 Melissa Street	NP
Koehler	Carol	37 Tayco Street	NP
Konetzke	Tom	858 Emily St.	R
Konetzke	Carol	820 John Street	NP
Konetzke	Trish	936 Ida Street	R
Konkle	Mary	716 Appleton St.	NP
Koslowski	James	729 Ninth St.	NP
Koslowski	Joan	717 Ninth Street	NP
Kujawa	Dawn	523 Broad Street	NP
LaFaive	Sharyl	338 Park Street	NP
LaFaive	Dolores	721 Keyes Street	NP
Laeyendecker	Chris	2083 Sweetbriar Lane	NP
Lux	Edith	8766 Roosevelt St.	NP
Martin	Kay	369 Elm St.	NP
McClelland	Marge	889 Seventh St.	NP
McCullough	Kathy	1023 Stardust Dr.	NP
Nadolski	Jim	1109 Ida Street	NP
Olson	Barb	366 Elm St.	NP
Olson	Tim	366 Elm St.	NP
Piel	Bob	1053 London Street	R
Pozolinski	Joy	746 London Street	NP
Reimer	Charlotte	952 Fourth St.	NP
Reinhardt	Jeanine	351 Willow Ln.	R

Rogers	Roy	821 Arthur St.	NP
Romnek	Joyce	812 Broad St.	R
Ropella	Carol	617 Tenth Street	NP
Sandlin	Bernie	866 Eden Ct.	NP
Sandlin	Pat	866 Eden Ct.	NP
Smith	Carolyn	801 Whisper Falls	NP
Steffen	Sue	936 London St.	R
Steffen	Tom	936 London St.	R
Stevens	Bob	360 First Street	NP
Stevens	Darlene	360 First Street	R
Ticknor	Bill	1326 Applewood Dr.	R
Ticknor	Jackie	1326 Applewood Dr.	R
Vanderhyden	Ellen	334 Park St.	R
Voissem	Esther	1204 Bluegrass	NP
Voss	Bob	1336 Southfield	NP
Voss	Judy	1336 Southfield	NP
Walstrom	Barb	701 Kinzie Ct.	NP
Walstrom	Ken	701 Kinzie Ct.	NP
Walter	Marleen	1547 Hickory Hollow	NP
Wicichowski	Kathy	341 Willow Lane	R
Wisneski	Sue	1232 DePere Street	NP
Zielinski	Raymond	602 School Ct.	NP
Zolkowski	Joan	852 Fifth St.	NP
R=Republic List			
NP=Non-Partisan List			



December 3, 2009

TO: City of Menasha Common Council
FROM: Sylvia Bull
Supervisor, Menasha Senior Center
RE: Rental rate increases for 2010

The Menasha Committee on Aging has voted on rate increases for the rental of the Menasha Senior Center. Attached are the proposed increases and submitted for your approval.

Menasha Senior Center

Hourly rental with kitchen flat rate starting 2010

	<u>Resident/Non-profit w/o kitchen</u>	<u>Resident/Non-profit w kitchen</u>	
Up to 3 hrs.	10.00/hr		Add \$20.00 to total hrly rate
After 3 hrs.	5.00/hr		

	<u>N-Resident/Profit w/o kitchen</u>	<u>N-Resident/Profit w kitchen</u>	
Up to 3 hrs.	13.00/hr		Add \$25 to total hrly rate
After 3 hrs.	7.00/hr		

\$25.00 rental deposit (reservation/damage)

\$10.00 kitchen key deposit

EXAMPLE: if rented for 5 hrs.

	<u>MSC</u>	<u>Tn Menasha</u>	<u>Smith Park*</u>
Resident w/o kitchen	\$40.00	\$45.00	\$ 50.00
Resident w kitchen	\$60.00	\$65.00	\$ 75.00
N-Resident w/o kitchen	\$50.00	\$56.00	\$ 75.00
N-Resident w kitchen	\$75.00	\$81.00	\$135.00

*Represents 6am-11pm; does not include park user fee

Currently/2009, if someone wanted to rent MSC for 5 hrs., the total cost would be \$35.00

\$25.00 for 3 hrs.
 + 10.00 \$5/hr after 3 hrs.
 \$35.00



December 3, 2009

Mr. Greg Keil
Community Development
City of Menasha
140 Main Street
Menasha, WI 54952

RE: Listing of the Lake Park Villas Phase II Lots and Parcels #7-01700-01, 7-01772-00 & 7-01700-02

Dear Greg:

We appreciate the opportunity to work with you, Mayor Merkes and the City of Menasha on the sale of the remaining residential lots in Phase II of the Lake Park Villas development and the vacant residential development land adjacent to Lake Park Villas.

Kris Oates and I have agreed to co-list these properties. Kris Oates sold residential lots for several years prior to joining the River Heath project. Kris is also a current resident in the Lake Park Villas development and is motivated to see the residential and commercial development grow. I have worked with the sale of residential development land and I have personal experience as both developer and owner of a small residential subdivision on the North side of Appleton.

My company, Core Development, Inc., has the listing contract for the Lake Park Square commercial property and we feel it is important to have consistency in the marketing of both the residential and commercial aspects of this lifestyle development to have the highest degree of success.

We are excited to move forward with the listing contract and to work with the City of Menasha to bring additional residential and commercial development to the Lake Park development.

Please feel free to contact me with any questions.

Best Regards,

A handwritten signature in cursive script that reads "Kim Pischke".

Kim Pischke

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

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: All Current Platted lots, Lake Park Villas Phase II
3 in Section _____ in the City of Menasha, County of Calumet,
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** _____ Dollars (\$ See Price List).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,
7 and the following items: _____

8 _____
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will
10 continue to be owned by the lessor. (See lines 212-217): _____

11 _____
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
14 agreements or conservation easements, (county, state or federal): _____

15 _____
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) [~~STRIKE~~
17 ONE] has been assessed as agricultural property under use value law.

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

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:
22 Planned Unit Development, Homeowner's Association and Restrictive Covenants

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.
25 Broker's marketing may include: Signs on individual lots & subdivision sign provided by City,
26 information signs/boxes provided by Broker, website created by Broker cost split with City.
27 Broker may advertise the following special financing and incentives offered by Seller: As agreed upon by both
28 parties.

29 Seller has a duty to cooperate with Broker's marketing
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

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

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: _____

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

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

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

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 50% of Listing
50 Broker Commission. (Exceptions if any): _____

51 ■ **COMMISSION:** Broker's commission shall be _____ 8%
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the
 83 terminating party to potentially be liable for damages.

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

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

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

- 98 (a) The duty to provide brokerage services to you fairly and honestly.
- 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 101 it, unless disclosure of the information is prohibited by law.
- 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the
 103 information is prohibited by law. (See Lines 218-221)
- 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential
 105 information or the confidential information of other parties. (See Lines 157-173)
- 106 (f) The duty to safeguard trust funds and other property the broker holds.
- 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

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

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation
121 relationship"), different duties may apply.

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

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

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

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

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

139 _____ I consent to designated agency.

140 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

141 _____ I reject multiple representation relationships.

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

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

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

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

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property
164 or real estate that is the subject of the transaction.

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

168 **CONFIDENTIAL INFORMATION:** -----
169 -----
170 -----

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): -----
172 -----
173 -----

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

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

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

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

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

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

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

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

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

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

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

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

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

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

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

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

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

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

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

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the
250 lot line, on the property, across the street, unknown, etc.): electricity at the lot line ; gas at the lot line ;
251 municipal sewer at the lot line ; municipal water at the lot line ; telephone at the lot line ;
252 other ----- ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: PUD/Single Family Residential

254 ■ **ADDITIONAL PROVISIONS:** See Attached Exhibit 2

255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____

262 ■ **ADDENDA:** The attached addenda Exhibit 1 (Lot #'s & Price List) Exhibit 2 (Additional
263 Provisions) and Real Estate Condition Report

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

268 ■ **TERM OF THE CONTRACT:** From the 8th day of December, 2009
269 up to and including midnight of the 31st day of October, 2010

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

273 (x) _____ City of Menasha 12/08/2009
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲
275 140 Main Street
276 Menasha, WI 54952 (920) 967-3651
276 Seller's Address ▲ Seller's Phone # ▲

277 (920) 967-5272 gkeil@ci.menasaha.wi.us
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) _____
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 _____
282 Seller's Address ▲ Seller's Phone # ▲

283 _____
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) _____ Kim Pischke/Kris Oates Core Development, Inc. 12/08/2009
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

287 4450 W. Greenville Drive
288 Appleton, WI 54913 (920) 205-9505
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 734-0929 kimp@coredevelopment.biz
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

SELLER DISCLOSURE REPORT - VACANT LAND

PROPERTY OWNER: _____ City of Menasha _____

PROPERTY ADDRESS: _____ Lake Park Villas Phase I Lots, (See Attached), _____

OWNER HAS OWNED THE PROPERTY FOR _____ YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "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.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (31).

- | | | | |
|---|-----|----|--------|
| 1. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? | yes | no | unsure |
| 2. Government agency or court order requiring repair, alteration or correction of any existing condition? | yes | no | unsure |
| 3. Land division or subdivision for which required state or local approvals were not obtained? | yes | no | unsure |
| 4. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? | yes | no | unsure |
| 5. A portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Managed Forest, Conservation Reserve or comparable program? | yes | no | unsure |
| 6. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing)? | yes | no | unsure |
| 7. Material violations of environmental rules or other rules or agreements regulating the use of the Property? | yes | no | unsure |
| 8. Conditions constituting a significant health risk or safety hazard for occupants of the Property? | yes | no | unsure |
| 9. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | yes | no | unsure |
| 10. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil or other potentially hazardous or toxic substances on the premises? | yes | no | unsure |
| 11. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property? | yes | no | unsure |
| 12. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? | yes | no | unsure |
| 13. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Adm. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations? | yes | no | unsure |
| 14. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations? | yes | no | unsure |
| 15. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation or manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations? | yes | no | unsure |
| 16. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the DNR Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program? | yes | no | unsure |
| 17. Legal vehicular access to the Property from public roads? | yes | no | unsure |
| 18. Homeowners' associations, common areas shared or co-owned with others, zoning violations or non-conforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements? | yes | no | unsure |

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

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: 55.15 Acres of Residential Development Land (See Map)
3 in Section _____ in the City of Menasha, County of Calumet,
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** _____ Dollars (\$ 27,000/Acre).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,
7 and the following items: _____

8 _____
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will
10 continue to be owned by the lessor. (See lines 212-217): _____

11 _____
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
14 agreements or conservation easements, (county, state or federal): _____

15 _____
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (~~none of the Property~~) [**STRIKE**
17 **ONE**] has been assessed as agricultural property under use value law.

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

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:
22 _____

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.
25 Broker's marketing may include: signs on property, Loopnet and Core Development website listing,
26 target mailings to realtors and developers
27 Broker may advertise the following special financing and incentives offered by Seller: As agreed upon by both
28 parties. Seller has a duty to cooperate with Broker's marketing

29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

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

34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: _____
40 _____

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

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

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

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 50% Listing
50 Broker's Commission . (Exceptions if any): _____

51 ■ **COMMISSION:** Broker's commission shall be _____ 8%
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the
 83 terminating party to potentially be liable for damages.

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

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

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

- 98 (a) The duty to provide brokerage services to you fairly and honestly.
- 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 101 it, unless disclosure of the information is prohibited by law.
- 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the
 103 information is prohibited by law. (See Lines 218-221)
- 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential
 105 information or the confidential information of other parties. (See Lines 157-173)
- 106 (f) The duty to safeguard trust funds and other property the broker holds.
- 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

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

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation
121 relationship"), different duties may apply.

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

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

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

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

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

139 _____ I consent to designated agency.

140 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

141 _____ I reject multiple representation relationships.

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

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

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

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

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property
164 or real estate that is the subject of the transaction.

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

168 **CONFIDENTIAL INFORMATION:** -----
169 -----
170 -----

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): -----
172 -----
173 -----

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

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

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

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

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

- 198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 199 1) Significantly and adversely affecting the value of the Property;
 200 2) significantly reducing the structural integrity of improvements to real estate; or
 201 3) presenting a significant health risk to occupants of the Property.
 202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her
 203 obligations under a contract or agreement made concerning the transaction.

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

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

- 207 1) giving the document or written notice personally to the party;
 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

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

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

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

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

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

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

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

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

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the
250 lot line, on the property, across the street, unknown, etc.): electricity _____ ; gas _____ ;
251 municipal sewer _____ ; municipal water _____ ; telephone _____ ;
252 other _____ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: Single Family Residential

254 ■ **ADDITIONAL PROVISIONS:** Utilities must be extended to property at Buyer's cost. Utilities
255 are currently located on parcel # 7-01700-02 by Whisper Falls Drive and located by parcel
256 # 7-01700-01 at the end of Villa Way.

262 ■ **ADDENDA:** The attached addenda Exhibit 1 (Property Maps), Exhibit 2 (Additional Provisions)
263 and Real Estate Condition Report

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

268 ■ **TERM OF THE CONTRACT:** From the 8th day of December, 2009
269 up to and including midnight of the 31st day of October, 2010

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

273 (x) _____ City of Menasha _____ 12/08/2009
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲
275 140 Main Street
276 Seller's Address ▲ Menasha, WI 54952 _____ (920) 967-3651
Seller's Phone # ▲

277 (920) 967-5272 _____ gkeil@ci.menasha.wi.us
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) _____
280 Seller's Signature ▲ Print Name Here: ▲ _____ Date ▲

281 _____
282 Seller's Address ▲ _____ Seller's Phone # ▲

283 _____
284 Seller's Fax # ▲ _____ Seller's E-Mail Address ▲

285 (x) _____
286 Agent for Broker ▲ Print Name Here: ▲ _____ Broker/Firm Name ▲ _____ Date ▲

287 _____
288 Broker/Firm Address ▲ _____ Broker/Firm Phone # ▲

289 _____
290 Broker/Firm Fax # ▲ _____ Broker/Firm E-Mail Address ▲

SELLER DISCLOSURE REPORT - VACANT LAND

PROPERTY OWNER: City of Menasha

PROPERTY ADDRESS: Parcel #7-01700-01, 7-10772-00,, 7-01700-02 ,

OWNER HAS OWNED THE PROPERTY FOR _____ YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "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.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (31).

- | | | | |
|---|-----|----|--------|
| 1. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? | yes | no | unsure |
| 2. Government agency or court order requiring repair, alteration or correction of any existing condition? | yes | no | unsure |
| 3. Land division or subdivision for which required state or local approvals were not obtained? | yes | no | unsure |
| 4. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? | yes | no | unsure |
| 5. A portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Managed Forest, Conservation Reserve or comparable program? | yes | no | unsure |
| 6. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing)? | yes | no | unsure |
| 7. Material violations of environmental rules or other rules or agreements regulating the use of the Property? | yes | no | unsure |
| 8. Conditions constituting a significant health risk or safety hazard for occupants of the Property? | yes | no | unsure |
| 9. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | yes | no | unsure |
| 10. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil or other potentially hazardous or toxic substances on the premises? | yes | no | unsure |
| 11. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property? | yes | no | unsure |
| 12. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? | yes | no | unsure |
| 13. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Adm. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations? | yes | no | unsure |
| 14. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations? | yes | no | unsure |
| 15. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations? | yes | no | unsure |
| 16. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the DNR Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program? | yes | no | unsure |
| 17. Legal vehicular access to the Property from public roads? | yes | no | unsure |
| 18. Homeowners' associations, common areas shared or co-owned with others, zoning violations or non-conforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements? | yes | no | unsure |

