

A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected that any official action of any of those bodies will be taken).

**CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Council Chambers, 3rd Floor, City Hall
140 Main Street, Menasha**

February 29, 2012

5:00 PM

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Minutes of the January 25, 2012 Redevelopment Authority Meeting](#)

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA
(five (5) minute time limit for each person)

E. DISCUSSION

1. Presentation of Marketing Proposals for Lake Park Area:
 - a. Ark Media Group (5:05 PM) --*to be received*
 - b. [Red Shoes PR \(5:30 PM\)](#)
 - c. [Atomic Tribe \(5:55 PM\)](#)
 - d. Blue Door Consulting (6:20PM) --*to be received*
2. Discussion of RDA Financial Resources
3. Discussion of Future Progress Reporting for RDA

F. ACTION ITEMS

1. Selection of Preferred Marketing Proposal for Lake Park Development
2. [Lake Park Villas Listing Agreement for Coldwell Banker, the Real Estate Group](#)
3. [Lake Park Square Listing Agreement for Grub & Ellis | Pfefferle](#)

G. ADJOURNMENT

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor, City Hall – 140 Main Street
January 25, 2012
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Chairman Kim Vanderhyden.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Kip Golden, Kim Vanderhyden, Bob Stevens, Gail Popp and Ald. Jim Englebert

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Linda Kennedy

OTHERS PRESENT: CDD Keil, PP Homan, Ald. Klein, Sue Schrange, Dave Wuestenberg, Corey Krueger, Lisa Ripley, Tom Werth, Amy Rockwell, Patrick Connor, Elizabeth Ringgold, K.C. Maurer, Jim Fletcher and John Gabbey

C. MINTUES TO APPROVE

1. **Minutes of the January 18, 2012 Redevelopment Authority Meeting**

Motion by Ald. Jim Englebert, seconded by Bob Stevens to approve the January 18, 2012 Redevelopment Authority meeting minutes.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person)

1. Dave Wuestenberg commented on the importance of making social media a component of a marketing strategy.
2. Ald. Klein commented on establishing a marketing budget and questioned the source of funds to support it.

E. COMMUNICATION

1. **None**

F. DISCUSSION

1. **Presentation of Real Estate & Marketing Proposals for Lake Park Area:**

- a. **Coldwell Banker, the Real Estate Group – Ripley & Krueger (5:05 PM)**
- b. **Coldwell Banker, the Real Estate Group – Rockwell & Werth (5:30 PM)**
- c. **Grub & Ellis / Pfefferle (5:55 PM)**
- d. **RE/MAX 24/7 (6:20 PM)**

F. ACTION ITEMS

1. Selection of Preferred Residential and Commercial Real Estate Proposal(s) for Lake Park Square and Lake Park Villas

Commissioners discussed the qualifications of the respective firms and the proposed approaches to marketing. Specific discussion was held with regard to the following matters:

- The image of the existing development within the Fox Cities real estate market and strategies for overcoming negative perceptions.
- The character of the existing Lake Park Villas development including the demographic profile of residents, the quality and character of housing units, the relationship of residents to the businesses in the Lake Park Square commercial area, and the “lifestyle” concept the development was predicated on.
- The current building standards and covenants as related to builder/buyer expectations.
- The size of existing lots and the configuration of the development as related to current market trends.
- Proposed marketing approaches with respect to lot pricing, methods and media to be used in advertising and promotion.
- The need for and possible sources of funding a marketing budget.
- The creation of spec homes and the establishment of an on-site marketing presence.
- The relationship between commercial/residential brokers and the connection with the Cypress Homes and Lexington Homes brokers and marketing efforts.

In consideration of the above and the specific content of the proposals, Ald. Englebert made, and Bob Stevens seconded a motion to select Amy Rockwell and Thomas Werth representing Coldwell Banker, The Real Estate Group, Inc. for marketing the residential properties, and Pat Connor and Elizabeth Ringgold representing Grubb & Ellis / Pfefferle for marketing the commercial properties.

The motion carried.

ADJOURNMENT

Motion by Ald. Englebert, seconded by Kip Golden to adjourn at 7:55 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director.



PROPOSAL / AGREEMENT
Lake Park Square & Lake Park Villas

Summary

Red Shoes PR was approached by the City of Menasha regarding commercial and residential property that is now being handled and marketed by the Redevelopment Authority due to the bankruptcy of the former developer. The location of the property is at Lake Park Road and Hwy 10/114 and includes residential and commercial lots for sale.

The City of Menasha would like to rebrand the residential development as high-end properties that would feature homes in the \$200,000 to \$220,000 price range with a condo-style living (but with homeowners owning their own properties). The available commercial property should also attract higher end businesses to the area as well.

We understand that the rebranding efforts need to be done as soon as possible to meet the expected foot traffic of interested parties during the spring.

Based on our discussion, we have put together a number of recommendations and the associated costs to rebrand the developments including media relations, online presence, design and sales collateral. This proposal also features work provided by our partners including A2Z Design and Stellar Blue. All three entities have worked together on a number of projects to provide a cohesive strategy and streamlined execution.

Public Relations

Red Shoes PR approach

A benefit that Red Shoes PR offers clients is that we have existing relationships with the media and the online community.

We firmly believe in the integration of traditional and online strategies to complete a successful PR program. It's important for our messaging strategy to be consistent across all channels as well as targeted for the intended audience.

We look at your brand and organization as the center of the wheel and all of the communication channels are the spokes. The world of communications is ever evolving and changing, and so are our ideas. We pride ourselves on our creative thinking and innovation to bring fresh, new ideas to the table.

Media Relations

Prior to outreach to The Post-Crescent we will utilize existing materials to develop a fact sheet that lists the highlights of the property. This is used for editorial purposes and provides the media with facts to use when writing their story. We will also develop a news release to distribute bringing attention to the new brand and awareness to the property.

As we discussed, it will be vitally important to conduct outreach to reporter Mike King of The Post-Crescent about the property. Red Shoes PR will develop a “pitch” that features the property, its rebranding and its appeal to families and businesses. It will also be important to reach out to any business publications (such as Insight on Business or The Business News) in the region that cover economic development stories. This will also bring attention to the newly branded commercial property and get it in front of the eyes of potential investors/business leaders.

We will also develop the key messages to use during the interview and coordinate the interview with appropriate spokespeople. It’s also important to conduct media training with spokespeople prior to the interview.

Investment: \$3,500 (approximately 27 hours)

Includes: Information gathering meetings, drafting of fact sheet, story pitches and news release, coordination with media, placement of stories.

Online Presence and Outreach

Because many people typically conduct searches online when researching or making purchasing decisions (especially when it comes to housing), it will be very important to have an online platform (website) in place to increase search engine optimization. For example, if someone outside of the area is searching for “homes in Appleton”, the content of the website needs to include those keywords to increase its relevancy in search engines. Likewise, for businesses who are searching for properties.

The website should include both properties, (residential and commercial) with separate profiles and content pertaining to each. The overall branding on the website (see branding section on Page 4), should be visually appealing to both audiences and require a call to action. The platform needs to serve as a lead funnel for prospects.

In addition, we should research and identify where other key audiences are congregating online to share the message of the property. For example, we could post the website link to certain, relevant groups on LinkedIn where business professionals share information to drive traffic to the commercial property information.

Red Shoes PR will develop the keyword-rich content for the website and work in tandem with A2Z Design from a branding perspective.

Red Shoes PR also suggests setting up a basic Facebook group with the new brand that promotes the properties. By doing this, you are able to post relevant and timely content about the properties and also keep people informed about any updates or information that they might be interested in.

Investment (RSPR & Stellar Blue): \$4,000 (approximately 35 hours) *Includes: Information gathering meetings, drafting copy for website, working with real estate agents to coordinate online efforts and sharing of information, setting up Facebook group, ongoing consultation*

Total costs for media relations and online presence: \$7,500

*Billing for website services, online presence and media relations will be invoiced directly from Red Shoes PR. All other services such as branding will be billed directly from A2Z. All other out-of-pocket expenses will be billed separately.



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PROPOSAL / AGREEMENT
Lake Park Square & Lake Park Villas
Rebranding & Implementation

02.24.12

BRAND IDENTITY (REBRANDING)

The Lake Park brand has never truly been developed and launched with a quality marketing and PR effort. The brand, as we have found between two different sites (lakepark.com and lakeparkvillas.org), are very different. Neither of them has been developed to encapsulate the true essence of Lake Park.

Branding is often reduced to simply a logo. It would be very easy to create a logo/mark/icon for Lake Park Square & Villas with little or no research and slap it on stationery, ads, websites and collateral pieces simply because we like the way it looks or because we think it is “cool.” A truly successful brand delivers an **authentic, compelling** and **differentiating** promise to a selected audience while being **appropriate, consistent** and **distinctive**. The best brands start with top-level executives/directors and become the representation of the mission, vision and goals of the organization. In the end, Lake Park’s new logo should simply be the punctuation to the overall brand.

Our Approach

We recommend starting with a kick-off meeting to gather any additional background information necessary and put a detailed plan in place. This would be followed by a two-hour meeting where we walk through a streamlined question and answer session. We normally walk clients through a full “Boot camp” that is an intense “help us help you” period of time where we extract as much information from you and your strategically selected staff/agents, etc. as possible. Because time is of the essence, we would truncate this portion of our process. Key pieces would be doing a simple SWOT analysis (strengths, weaknesses, opportunities and threats), competitors, timeline and rebrand launch simple strategy.

Once we gather all the information needed, we will work with you to put a schedule in place that meets your deadlines. We utilize an online project management tool called Basecamp. This site is where we manage all of our projects. Your team will have access to

the site and we can exchange files, track milestones and post files for your review, etc. It is very easy to use and we have had great success working this way.

We prefer to present, at least initially, the first round of branding options. Your immediate response is important. It also allows us to discuss them with you. We'll work with you to determine if that should be done with a core of your committee or with the full committee.

From there it is simply a process of narrowing the options down to your top one or two choices; and refinement and confirmation of the final new brand identity including colors, typefaces and possible key graphics. We highly recommend producing a simple brand guideline manual so your team and key leaders understand the new brand and how to use it effectively — a basic what to do and what not to do manual.

Initial Thoughts About the Lake Park Brand

Sometimes our gut instinct is correct, but most of the time we simply need more information. We've reviewed some of the information you've already developed about the property. We are familiar with this part of town and know a few people that live in the Villas. The recent increased popularity of Lake Park Swim & Fitness is a key factor in who will be attracted to this area, both commercially and as potential new residents.

We doubt that any of the current "brands" resonate with very many people. We know that a simple but strong brand that expresses a great quality of life and a growing community where people can **live, work** and **play**, will resonate. The new brand needs to spark intrigue in this unique part of town. We'd venture to say that the brand could embody either a central key element (such as a fountain) or the shape and quality of the buildings, etc. Our goal would be to develop a brand that is classic and timeless but with modern tendencies. Color, typography and corresponding graphic elements and photography will be key to enhancing the new brand.

- Q&A Meeting, research and development (local "competitors" or like properties, etc.) \$500.00
- Brand Identity — rebrand identity development (logo, typefaces, color and support graphics) \$3,000.00
> a minimum of three choices, selection, refinement and all final digital variations
— Pantone, print and web, delivered
- Development of a basic brand identity manual \$500.00

Brand Identity Creation Sub-Total (32 hours x \$125/hr)
\$4,000.00

OPTIONAL: Simple messaging strategy and tagline development
\$1,500.00

> Includes work to be done by Convergent Marketing,

A2Z Design Brand Identity Sub-Total
\$5,500.00

IMPLEMENTATION

We normally complete a stationery suite as part of a new brand launch. We can reduce this to minimum needs.

- Stationery Suite Design (8 hours x \$125/hr)
\$1,000.00
Includes: Business cards, stationery and standard no.10 envelopes
> Specs to be determined, options will be explored
 - Printing fees not included but recommendations and estimates can be provided separately

A key to your sales success is a well designed and well written website that has all the information a potential buyer would be looking for. We could create one site but have it branch to either commercial or residential. We'd want to do some research to see how other communities like Lake Park have done this and utilize some industry best practices. The website needs to be simple, clean and easy to navigate, but it also needs to convey a great quality of life and inspire people to want to learn more.

- Website Design (12 hours x \$125/hr)
\$1,500.00
Includes: Homepage design, secondary template(s), coordination of production
 - Text and images to be provided by client
 - This is for design only. Programming is outlined under online presence (See Page 2)

We'd recommend a well designed sales brochure folder/packet – one for commercial (Lake Park Square) and one for residential (Lake Park Villas) would be required. A sales piece that combines as a sales brochure and a folder for specific content to the potential buyer would be helpful. Perhaps if your budget allows, a DVD with pertinent information could be inserted or included. Slots for business card(s) are very important.

We'd work closely with you to look at all options based on your budget. Printing costs are a key factor but there are several approaches we could take whether working with a local printer to narrow best use of paper and quantities or utilizing more economical online printer resources. Getting the biggest bang for your buck is our goal.

- Sales Brochure Folder Packet (24 hours x \$125/hr)
\$3,000.00

(a folder with four to eight pages of a brochure stapled inside)
 Includes: Proof 1 (proposed design); Proof 2 (alterations and additions);
 Proof 3 (final corrections); and Final Proof for Approval.
 Also included is standard image enhancement and silhouetting.

- > Specs to be determined, options will be explored
- Printing fees not included but recommendations and estimates can be provided separately

Implementation Sub-Total \$5,500.00

TOTAL
\$9,500.00

TOTAL (with messaging strategy from Convergent Marketing)
\$11,000.00

This estimate does not include production costs such as stock photography, illustrations or printing. Client agrees to pay all approved out-of-pocket expenses.

TERMS OF AGREEMENT & PROJECT BILLING

Billing for work performed will occur at the end of each month for work in progress and at the end of the project. The initial payment made at signing is subtracted from final total due.

AT A GLANCE:

Media Relations:	\$3,500
Online Presence:	\$4,000
Brand Identity Creation:	\$4,000
Optional: Brand Identity Creation (w/ work done by Convergent Marketing):	\$1,500
Implementation:	\$5,500
TOTAL:	\$18,500

A proposal to
The Menasha
Redevelopment Authority



for the marketing of
Lake Park Villas and
Lake Park Square



Company / Individual background

Joe Weidert is the managing partner of AtomicTribe and past owner/creative director of the Weidert Group Inc. Weidert Group Inc was a full-service ad agency providing marketing strategy, creative and communications to national clients that included Kraft Foods, Kimberly-Clark and CenturyTel Wireless as well as local clients like George Banta Company, Grande Cheese, Neenah Paper Fox River Paper Co and VandeHey Landscaping.

AtomicTribe currently publishes a branded direct response marketing program called ***delight!*** for national Cable TV, Internet and Wireless Companies.

Joe is a resident of Menasha and his wife Mary owns the Wild Apple Gallery on Mains St. in downtown Menasha. They are among the initiators and volunteer leaders of Downtown Menasha's Sun Runner summer festival.

Services provided

Consumer Research, Strategic Planning, Media Planning, Social Media, Mobile Media, Creative Strategy and execution, Print and Broadcast Production, Event Planning, PR.



Our Approach for Lake Park Square and Villas

The intent of this document is to provide insight into our thinking process and approach. It does not include complete specifics or details of a full marketing plan. If our firm is selected, a complete marketing plan will be provided and shared with all stakeholders.

Marketing Strategy

A key challenge in the marketing of Lake Park Square and Villas is a limited budget. Unfortunately It is more costly than ever to compete with the constant barrage of advertising being generated in all medias today. Therefore a creative approach to sharing the cost of marketing will be a key strategy.

The success of the Lake Park project will create financial opportunities for other businesses besides lexington Homes and Cypress Homes LLC. Financial and mortgage institutions as well as builders, home furnishing, appliance, landscape companies and businesses in the development area will also benefit.

***Our first initiative** will be to solicit financial support from businesses partners who have a potential stake in Lake Park's success in exchange for a shared presents in all marketing.*

Positioning and branding

The Lake Park project has had it's share of negative publicity in the past several years. This has not helped the image of the project. However, after speaking with some of the current residence, you clearly hear about all the positive benefits of living there.

***Our second initiative** will be to create a testimonial video that captures the views of these residents as well the comments of successful business owners located in Lake Park Square. This video will give a prospects a peek at the demographics and lifestyle of those residents. This video will be shot in the interiors of some of Lake Parks existing villas and businesses giving prospective owners and developers something finished and tangible to relate to. This will help compensate for the lack of model homes and finished commercial businesses.*

With the approval and assistance of Coldwell Bankers and Grubb & Ellis | Pfefferle, a copy of this video will be distributed to all realtors in the area. It will also be presented on a Lake Park Square and Villas web site as well as a mobile site for smartphones and tablets. Parts of the video will be included in a PR kit for TV media outlets.



Our third initiative will be to complete a printed marketing kit. This kit will feature a new logo for the development and consist of a full-color pocket folder and sell sheets that create a fresh new relaunch of the project. In addition, it will house all the necessary specs, site plans and other information needed by realtors to successfully sell. It will be available as a take away for all prospects who schedule a showing.

This kit will also include any businesses that are helping fund the marketing and will provide them with opportunities to communicate special promotional offers to all prospect who purchase a lot or commercial space.

Our fourth initiative will be to develop an outdoor image and awareness plan for the actual site. This plan will take advantage of the heavy vehicular traffic on HWY 114 as well as present a fresh, and exciting image for the Lake Park Square development and Lake Park Villa lots as well as for Lexington and Cypress Homes.

Media

As stated earlier, media is expensive. The most effective media will be Internet and mobile. Cable TV may also be an option.

Our fifth initiative will be to develop websites for desktop, mobile phone and tablet devices. All print and outdoor media will include the use of QR codes. These codes will activate our video as well as provide email or direct phone dialing links to the listing realtor right from a prospects smartphone or tablet device.

Relaunch Events

We recommend a major relaunch event to be held at the site.

Our sixth initiative will be to develop and implement a major relaunch event. This event will include all participating marketing partners and should be held late enough in the spring to maximize chances for good weather.

The event will be hyped to broadcast media outlets and ideally be promoted on all participating businesses websites, media advertising and in-store to maximize awareness and exposure.



Coordination with partners and reporting

All major partners will be met and consulted with prior to the development of the plan. This will ensure that all stakeholders' needs and expectations are considered.

Weekly emails to these stakeholders will ensure they are aware of progress and critical events including Web, PR and media campaign launches as well as the availability of new selling tools.

In addition, A spreadsheet containing all critical initiatives and time lines will be posted via simple to use Google docs which will include week-by-week updates as well as an area for questions and comments.

Finally, the principles of our firm will provide personal phone and email contacts so that all stakeholders can access us directly at any time.

Timeline

All initiatives listed above will be completed no later than May 1.

Note: As part of any earlier pro bono project for the City of Menasha Community Development Department, a large collection of photos has already been taken of the development. Samples can be seen at the end of this proposal. This "head start" will allow that the printed marketing kit explained in "our second initiative" can be ready by April 1st.

Fees and contracts:

We prefer to charge for each component of this plan on a project by project basis. We believe this would allow the Menasha RDA more flexibility and control of costs.

In addition, the success of our marketing partnership idea will have a lot of impact on final costs. On the following page we have provided some ballpark estimates for the major initiatives stated in this proposal broken down by consulting fees and out of pocket costs.

Note: All consulting fees are discounted by 50% to \$50 per hour.



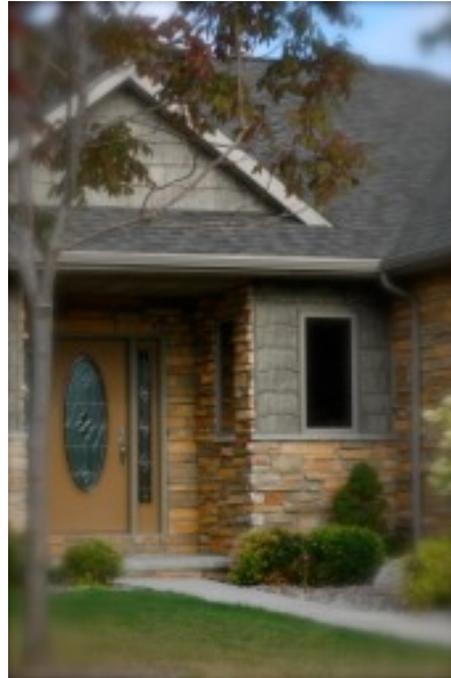
Initiative	Fees	Out-of pocket cost
<i>Our first initiative will be to solicit financial support from businesses partners who have a potential stake in Lake Park's success.</i>	\$1,750	\$0
<i>Our second initiative will be to create a testimonial video.</i>	\$2,500	\$5000
<i>Our third initiative will be to complete a printed marketing kit.</i>	\$1,500	\$4500
<i>Our fourth initiative will be to develop an outdoor image and awareness plan for the actual site.</i>	\$1,000	\$7500
<i>Our fifth initiative will be to develop websites for desktop, mobile phone and tablet devices.</i>	\$3,500	\$1000
<i>Our sixth initiative will be to develop and implement a major relaunch event</i>	\$2,500	\$5000
Total	\$12,750	\$23,000

Note: These estimates do not include subsidies from partner businesses marketing revenue.



Photo Gallery





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: RDA-Owned Lake Park Villas Info-see attachment A
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 attachment*).

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 P.U.D. and restrictive covenants and HOA's of \$180 (STC) per month apply

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: MLS, WIREX, signage, internet syndication. See also additional
26 provisions, line 254-261

27 Broker may advertise the following special financing and incentives offered by Seller: _____
28 _____ . 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: 4%
50 _____ . (Exceptions if any): _____

51 ■ **COMMISSION:** Broker's commission shall be _____ 10%
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:** None

169 _____

170 _____

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): none

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 lot line ; gas lot line ;
 251 municipal sewer lot line ; municipal water lot line ; telephone lot line ;
 252 other ----- ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: P.U.D. - Residential

254 ■ **ADDITIONAL PROVISIONS:** 1) . Listing contract is based on the City of Menasha obtaining the
 255 assistance of a marketing/advertising firm to work in conjunction with the CB TREG listing
 256 agents to create a brand identity, create an over-all project marketing plan supported by
 257 professional sales collateral materials for both the agent community and prospective
 258 buyers. 2) . The City of Menasha to point Lake Park Villas domain name to CB TREG created
 259 website for Lake Park Villas during the listing period.

262 ■ **ADDENDA:** The attached addenda Attachment A - RDA Owned Lake Park Villas Information
 263 detailing pricing and lot numbers.

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 _____ day of _____,
 269 up to and including midnight of the _____ day of _____.

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) _____
 274 Seller's Signature ▲ _____ Print Name Here: ▲ _____ Date ▲ _____

275 _____
 276 Seller's Address ▲ _____ Seller's Phone # ▲ _____

277 _____
 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) _____ Amy B. Rockwell _____ as agent for CB TREG Inc. _____
 286 Agent for Broker ▲ _____ Print Name Here: ▲ _____ Broker/Firm Name ▲ _____ Date ▲ _____

287 5107 N. Ballard Road _____
 288 Appleton, WI 54913 _____ (920) 810-6681 _____
 Broker/Firm Address ▲ _____ Broker/Firm Phone # ▲ _____

289 (920) 993-8183 _____ arockwell@coldwellhomes.com _____
 290 Broker/Firm Fax # ▲ _____ Broker/Firm E-Mail Address ▲ _____

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (~~Buyer Agency Agreement~~)
2 (Other [specify]: _____) the ("Form")
3 [~~STRIKE AND COMPLETE AS APPLICABLE~~] dated _____, for a
4 transaction relative to the following Property: Lake Park Villas, Menasha, WI 54952
5 _____
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ■ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the
10 electronic transmission of the document or notice to the e-mail address specified below for the
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the
15 transaction, as required by federal law.

16 Seller's Initials: _____ Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: _____
18 _____

19 Buyer's Initials: _____ Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: _____
21 _____

22 Listing Broker's Initials: _____
23 Listing Broker's e-mail address for delivery of electronic documents:
24 arockwell@coldwellhomes.com

25 Cooperating Broker's Initials: _____
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 _____

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law
2 requires certain safeguards to ensure that consumers like you have the capability to receive such
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,
5 contracts and other documents and records ("electronic documents") that would otherwise be legally
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo:"** "Electronic documents" include the documents you may save on your
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and
17 save it on your computer, the image of the cursive signature on the stored electronic document on your
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required
31 to access (open and read) and retain (save) the electronic documents:

- 32 ♦ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS
33 8.1 or higher.
- 34 ♦ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ♦ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific
44 property, provide the property address or description below.

45 Specific Property: _____
46 _____

47 **CONTACT INFORMATION:**

48 Broker Name: _____

49 Agent's Name (optional): _____

50 Address: _____

51 E-mail Address: _____

51 Party Signature (sign or type in name): _____

52 E-mail Address: _____

SELLER DISCLOSURE REPORT - VACANT LAND

PROPERTY OWNER: _____

PROPERTY ADDRESS: _____ Lake Park Villas, Menasha, WI 54952 _____

OWNER HAS OWNED THE PROPERTY FOR 0 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 to items (1)-(30) in the blank lines following item (31).

- | | | | |
|---|-----|----|--------|
| 1. Proposed, planned or commenced public improvements or public construction projects 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. All, or a part, of the Property is subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan (also see item (32)), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), 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. Lack of 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 |
| 19. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district? | yes | no | unsure |

DISCLOSURE FORM (SELLER)

Subject Property Address: Lake Park Villas (City/Town) Menasha

INSPECTION(S)/TESTING

During the term of this listing, The Real Estate Group, Inc., and/or its agents may furnish a list of independent home inspectors to the Seller. Seller is responsible for ordering and paying for the inspections and/or testing including any ordered by Seller from the list provided by the agent or ordered on behalf of the Seller by the agent. Seller further agrees to hold harmless and make no claims against The Real Estate Group, Inc., its agents and representatives for the results and cost of the inspections and/or test. It is agreed the inspector(s) is/are not the agent(s) of The Real Estate Group, Inc.

SELLER MARITAL DISCLOSURE

At time of closing subject property will be considered homestead property for Seller: Yes (X) No (X)

Seller and Seller's spouse warrant the Seller's spouse will join in the conveyance: Yes (X) No (X)

If spouse **will not** join in conveyance:

A) Seller is single: (X)

C) Seller is builder and property is non-homestead: (X)

B) Seller is personal representative of the estate: (X)

D) Other: _____

PERMISSION TO AFFIX SOLD SIGN

Seller allows The Real Estate Group, Inc., to affix a "sold" sign on the yard sign once the Seller has an accepted offer on the property with financial commitment. Seller understands a "sold" sign in all likelihood could mean no future sales activity regarding the subject property.

Yes (X) No (X)

PERMISSION TO PLACE LOCK BOX

Seller allows The Real Estate Group, Inc., to place a Lock Box on the above subject property. Seller assumes full responsibility as to the usage of the Lock Box as per listing contract.

Yes (X) No (X)

HOME PROTECTION PLAN

Seller **agrees** to supply the home protection plan at time of listing.

Yes (X) No (X)

Seller understands if a home protection plan is purchased in this transaction, the home protection company may pay a portion of the cost as compensation to the broker for services related to collection of home data and administration of the home protection plan on behalf of the home protection company.

SIGNING AUTHORIZATION

If Seller is not present at closing, Seller hereby authorizes a representative of The Real Estate Group, Inc., to sign on Seller's behalf the "HUD-1 Settlement Statement" and other HUD forms required for closing. On cash closings, Seller authorizes representative to sign the Title Company/Lender Closing Statement.

Yes (X) No (X)

MORTGAGE PAYOFF AUTHORIZATION

Seller hereby gives authorization to The Real Estate Group, Inc. and its Closing Agent to request on Seller's behalf final payoff information on the following mortgage(s):

Mortgage Company: _____

Mortgage Company: _____

Account Number: _____

Account Number: _____

Seller

Social Security Number

Date

Seller

Social Security Number

Date



THE REAL ESTATE GROUP, INC.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (SELLER)

To: _____ Property: Lake Park Villas Menasha, WI 54952

FROM: Coldwell Banker The Real Estate Group, Inc. Date: January 31, 2012

Thank you for contacting Coldwell Banker The Real Estate Group, Inc. in connection with the purchase or sale of your home or other property. We are required to give notice to comply with the Real Estate Settlement Procedures Act (RESPA) monitored by the Department of Housing and Urban Development (HUD). This is intended to give you notice that Coldwell Banker The Real Estate Group, Inc. has a business relationship and ownership interest in NEW Title Services, Inc. and NEW Exchange, Inc. Because of these relationships, referrals to NEW Title Services, Inc. and NEW Exchange, Inc. may provide the owners a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed.

Table with 2 columns: Service provider, Estimated charges. Rows include NEW Title Services, Inc. and NEW Exchange, Inc.

*The title company may also be retained to collect necessary information (mortgage payoffs, tax prorations, etc.) and prepare a closing statement or estimated HUD Settlement Statement. The title company may also charge the seller \$50 to \$500 for this service. The title company may also charge the buyer \$200 for lender policy and \$200 to \$300 per mortgage for a closing fee.

You are not required to use the listed service provider as a condition of your purchase, sale or refinance of the subject property. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best service and the best rate for this service.

ACKNOWLEDGEMENT:

I/We have read this disclosure form and understand that Coldwell Banker The Real Estate Group, Inc. is referring me/us to purchase the above described settlement service provider from the listed service providers and Coldwell Banker The Real Estate Group, Inc. owners may receive a financial or other benefit as the result of this referral. There is no referral benefit accrued to the sales agent.

Seller Signature _____ Date _____ Seller Signature _____ Date _____

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: See Attached for parcel ID Numbers
 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 Attached).
 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: N/A

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): N/A

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): N/A

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 N/A

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 Per City of Menasha Zoning Codes and 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: Internet Marketing, Direct mailing, Grubb & Ellis national
 26 network, and working with the Redevelopment Authority and the selected PR Firm.

27 Broker may advertise the following special financing and incentives offered by Seller: N/A
 28
 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: N/A

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 Lake Park Swim and Fitness
 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: 50/50 to
 50 Commercial Brokers. (Exceptions if any): _____

51 ■ **COMMISSION:** Broker's commission shall be 8% of Price or 10% if co-broker is involved
 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:** None

169 _____

170 _____

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): N/A

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 in street ; gas in street ;
251 municipal sewer in street ; municipal water in street ; telephone in street ;
252 other _____ ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: Commercial local

254 ■ **ADDITIONAL PROVISIONS:** Report to the Redevelopment Authority all activities for their
255 meetings held every 2 months.

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

262 ■ **ADDENDA:** The attached addenda See attached sheets for Lot sizes, and pricing

263 _____ 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 20th day of February, 2012
269 up to and including midnight of the 31st day of January, 2013

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) _____ Menasha Redevelopment Auth. 01/27/2012
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲
140 Main Street

275 Menasha, WI (920) 967-3655
276 Seller's Address ▲ Seller's Phone # ▲

277 _____ khoman@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) _____ Richard Knight Ringgold/Grubb &
286 Agent for Broker ▲ Print Name Here: ▲ Ellis-Peffefer 01/30/2012
200 E. Washington Street Broker/Firm Name ▲ Date ▲

287 Appleton, WI 54911 (920) 968-4700
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 968-4300 elizabethr@gepwi.com
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

Addendum A
Lake Park Square
Acceptable Types of Businesses

The following types of businesses are acceptable uses within the Lake Park Square Commercial Development:

- Business and professional offices
- Medical offices and clinics
- Dental offices and clinics
- Veterinary offices and clinics for companion animals
- Personal services including salons, spas and therapeutic massage, dry cleaners
- Banks, credit unions and financial services excepting payday loan establishments
- Retail trade excepting establishments that sell motor fuels or offer sexually explicit goods or materials
- Restaurants, excepting fast food
- Any other use listed as a permitted or special use in the C-1 Commercial zoning district, subject to the approval by the Menasha Redevelopment Authority. Entities exempt from property tax are specifically discouraged.

Proposal for Menasha Redevelopment Authority

Description of Services Provided



GRUBB & ELLIS
Pfefferle
Independently Owned and Operated

Description of Services Provided

A. Real Estate Advising

a. Asking price of lots : See map.

EXHIBIT C: RDA-OWNED LAKE PARK SQUARE PARCEL INFORMATION					
PARCEL	LEGAL DESCRIPTION	ZONING	SQUARE FEET	ACRES	ASKING PRICE
770170015	LAKE PARK VILLAS PLAT LOT 15	C-1 General Commercial	74,531	1.71	\$110,000
770170011	LAKE PARK VILLAS PLAT LOT 11	C-1 General Commercial	62,378	1.43	\$120,000
770170013	LAKE PARK VILLAS PLAT LOT 13	C-1 General Commercial	51,052	1.17	\$100,000
770170009	LAKE PARK VILLAS PLAT LOT 9	C-1 General Commercial	44,083	1.01	\$65,000
770170010	LAKE PARK VILLAS PLAT LOT 10	C-1 General Commercial	53,405	1.23	\$75,000
770170008	LAKE PARK VILLAS PLAT LOT 8	C-1 General Commercial	60,984	1.4	\$120,000
770170007	LAKE PARK VILLAS PLAT LOT 7	C-1 General Commercial	94,438	2.17	\$135,000
770170003	LAKE PARK VILLAS PLAT LOT 3	C-1 General Commercial	251,820	5.78	\$195,000
770170004	LAKE PARK VILLAS PLAT LOT 4	C-1 General Commercial	82,851	1.9	\$83,000

- b. Lot configuration – is adequate at this time; however, we should have the ability to combine lots and create a new certified survey map and also have the ability to divide existing lots down to a minimum of one acre size. See example.
- c. Covenants/restrictions – lots are zoned as C-1 General Commercial. We recognize that the City of Menasha is preparing a 20 year plan and we will use that as a guideline when marketing the lots. We will follow any existing covenants / restrictions currently in place for the commercial lots. See excerpts.
- d. Other real estate advising you see as necessary – Please refer to the Marketing Strategy and Progress Reporting sections of the response.

Proposal for Menasha Redevelopment Authority Asking Price of Lots



GRUBB & ELLIS.
Pfefferle
Independently Owned and Operated

