

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 than any official action of any of those bodies will be taken).

**CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Menasha City Center
100 Main Street, Menasha
Room 133**

May 7, 2019

5:15 PM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. Minutes of the April 2, 2019 Redevelopment Authority Meeting
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA
(five (5) minute time limit for each person)
- E. DISCUSSION / ACTION ITEMS
 - 1. Election of Officers
 - a. Chairperson
 - b. Vice-Chairperson
 - 2. Listing Agreement – Lake Park Villas
 - 3. Banta/RR Donnelley Property – 460 Ahnaip Street
 - 4. Lawson Canal Discussion
 - 5. USDA Loan Update- Public Works Facility
 - 6. Set Next Meeting
- F. ADJOURNMENT

If you have questions, please call the Community Development Department at
(920) 967-3650 between 8:00 AM – 4:00 PM, Monday through Friday.

**CITY OF MENASHA
Redevelopment Authority
100 Main Street – Room 132
April 2, 2019
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order by Chairperson Kim Vanderhyden at 5:17 PM.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Chairperson Kim Vanderhyden, Alderperson Rebecca Nichols, Matt Vanderlinden, Gail Popp, and Shane Correll,

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden, and Bob Stevens.

OTHERS PRESENT: CDD Sam Schroeder, AP Joe Stephenson, Attorney Pam Captain, Alderperson Tom Grade (District 6), Alderperson Randy Ropella (District 8), Sandra Dabill-Taylor (545 Broad Street), Stan Sevenich (District 3), ASD John Jacobs.

C. MINUTES TO APPROVE

1. Minutes of the March 5, 2019 Redevelopment Authority Meeting

Alderperson Nichols made a motion to approve the meeting minutes from March 5, 2019 Redevelopment Authority Meeting. The motion was seconded by Shane Correll. The motion carried.

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA

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

Alderperson Stan Sevenich (District 3): Thanked the Redevelopment Authority members for their time and commitment to the City of Menasha.

E. DISCUSSION / ACTION ITEMS

1. Lake Park Villas Home Owners Association Dues

CDD Schroeder gave an update on Lake Park Villas Home Owners Association Dues. Due to the winter, the association surpassed their snow removal budget (not a common area expense) which relates to the snow removal of all driveways and sidewalks. The budgeted amount was \$24,000 and they currently have bills north of \$86,000. While some of this amount can be absorbed through a reserve fund, they will need to specially assess the home owners within this area or temporarily approve a loan. However, both of these action items require a meeting of the full ownership group not just the board, which they are unable to meet until the end of April. With bills coming due, the HOA Board has requested the RDA consider the advancing a portion of their annual dues in the amount of \$20,000.

A motion was made by Alderperson Nichols to approve advancing a portion of the RDA's annual dues in the amount of \$20,000. The motion was seconded by Matt Vanderlinden. The motion carried.

2. Banta Historical Elements – Historical Society

CDD Schroeder informed the Redevelopment Authority that the historical society as well as members of the Landmarks Commission have gone through the Banta facility and identified items they are interested in preserving.

The Redevelopment Authority entered into a conversation about the following historic items:

Items to be preserved for historic purposes:

- Employment/hours sign at the south entrance
- Railing in the East Front Lobby
- Door Numbers "1" and "2" at the South Entrances
- Stained Freight Elevator barrier
- Three wood cabinet displays

Items with to be used by the historic society with less historic significant:

- Two silver metal display cases
- Projector screen recessed in the ceiling

Items that should be donated to the City or future developer:

- Limestone entry on South Façade – door one
- Alabaster chandelier
- George Banta vault door
- Chandelier above the spiral stair case
- Roof fire escape
- Fire hose reel

A motion was made by Alderperson Nichols to approve the list of items to be donated to the historical society or to be set aside as separate and not included in any demolition quotes or contracts, as presented. Any easily obtainable items can be collected prior to demolition. The motion was seconded by Matt Vanderlinden. The motion carried.

3. Promissory Note and Loan Agreement Extension – 835 Kelsey Brook Court – Cypress Homes

CDD Schroeder informed the Redevelopment Authority that he has not heard from Cypress Homes and would be cashing the promissory note.

4. Banta/RR Donnelley Property – 460 Ahnaip Street

CDD Schroeder informed the Redevelopment Authority that the DOT is still getting an appraisal for the Banta building. The DOT is allowing the City of Menasha to start their assessment before the DOT's assessment is completed.

5. Lawson Canal Discussion

There is no update for the Lawson Canal.

6. Set Next Meeting

The next meeting was set for May 7, 2019 at 5:15 P.M

F. ADJOURNMENT

Alderperson Nichols made a motion to adjourn the meeting at 6:07 PM. The motion was seconded by Kim Vanderhyden. The motion carried.

Minutes respectfully submitted by AP Stephenson.

SELLER REFUSAL/STATEMENT REGARDING CONDITION REPORT

1 SELLER'S/OWNER'S NAME: City of Menasha Redevelopment Authority

2 PROPERTY ADDRESS: Lake Park Villas Subdivision

3 NAME OF REPORT FURNISHED: (~~Real Estate Condition Report~~) (Vacant Land Disclosure Report)
4 (~~Seller Disclosure Report — Commercial~~) (Other: _____)
5 [STRIKE AND COMPLETE AS APPLICABLE]

6 LISTING AGENT: Gail L Popp

7 LISTING BROKER: Coldwell Banker The Real Estate Group

8 Wis. Admin. Code Chapter REEB 24 requires Listing Agent to make inquiries of Seller on the condition
9 of the Property and to request that Seller provide a written response to Agent's inquiry. Wis. Stat. §
10 709.02 indicates that a property owner/seller shall provide a Real Estate Condition Report (RECR) when
11 the property includes 1-4 dwelling units and a Vacant Land Disclosure Report (VLDR) when the
12 property does not include any buildings. Listing Agent has provided Seller with a RECR, VLDR or
13 other property condition report and asked Seller to complete the report.

14 **CHECK LINE 15 OR LINE 22, AS APPLICABLE:**

15 ☐ **SELLER REFUSAL TO COMPLETE**

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

22 ☐ **SELLER NOT REQUIRED TO COMPLETE REPORT**

23 Seller hereby asserts that Seller is not required under Wis. Stat. § 709.01 to complete a RECR or a
24 VLDR for the above Property because: [CHECK BELOW AS APPLICABLE]

25 ☐ Seller is a personal representative of an estate and has never occupied the Property.

26 ☐ Seller is a trustee and has never occupied the Property.

27 ☐ Seller is a conservator and has never occupied the Property.

28 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the
29 Property.

30 ☐ The Property includes 1 to 4 dwelling units, but has not been inhabited.

31 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

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

35 SELLER'S SIGNATURE: _____ DATE: _____

36 This form was delivered to Seller by Gail L Popp on 05/07/2019.
37 Agent Name ▲ Date ▲

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated 5/31/18, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) Lake Park Villas Subdivision
3 _____ in the City of _____
4 Menasha, County of Calumet, Wisconsin is amended as follows:
5 The list price is changed from \$ _____ to \$ _____.
6 The expiration date of the contract is changed from midnight 05/31/2019
7 to midnight _____.
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____
11 Other: Lines 132-133 are deleted. The box at line 130 to be checked
12 _____
13 **Excluded from the contract are lots sold to builders in groups of at least 3 as part of a development agreement between**
14 **the seller and builder to spur development activity within the subdivision**
15 _____
16 **Line 296 to read: Gail Popp**
17 **Line 312 to read: gpopp@coldwellhomes.com**
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____
34 **ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.**

35 Coldwell Banker The Real Estate Group
36 Firm Name ▲
37 _____
38 (x) _____
39 By Agent for Firm ▲ Date ▲
40 Print name ► Gail L Popp

(x) _____
Seller's/Owner's Signature ▲ Date ▲
Print name ► City of Menasha Redevelopment Authority
(x) _____
Seller's/Owner's Signature ▲ Date ▲
Print name ► _____

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) _____
46 Supervising Broker's Signature ▲ Print name ► _____ Date ▲

DISCLOSURE FORM (SELLER)

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

~~INSPECTION(S) TESTING~~

~~During the term of this listing, Coldwell Banker 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 Coldwell Banker 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 Coldwell Banker 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: City of Menasha Redevelopment Authority

~~PERMISSION TO AFFIX SOLD SIGN~~

~~Seller allows Coldwell Banker 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 Coldwell Banker The Real Estate Group, Inc., to place a Lock Box on the above subject property. Seller assumes full responsibility for the usage of the Lock Box as per listing contract and holds Coldwell Banker The Real Estate Group, Inc. harmless from any damage that may result from the placement and/or usage of said Lock Box.~~

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 Coldwell Banker 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)

AUTHORIZATION TO OBTAIN INFORMATION

Seller hereby gives authorization to Coldwell Banker The Real Estate Group, Inc. and the Title Company's Closing Agent to obtain information on Seller's behalf which includes but is not limited to mortgage payoff statements, judgments, tax liens, as well as letters or statements regarding pending special assessments, property taxes, or municipal utility customer information relating to the Property, including but not limited to customer usage or account information.

Mortgage Holder: _____

Mortgage Holder: _____

Loan Number: _____

Loan Number: _____

Property Tax Key Number: _____

Note: It is understood that a photocopy, facsimile, or electronically transmitted copy of this form will serve as Seller's authorization.

Seller: Philip Vanderhyden, Jr.

dotloop verified
05/31/18 11:19AM CDT
6MNY-VJAV-U9KX-MXRQ

Date: 05/31/2018

Seller: _____

Date: _____

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

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

2 ■ **PROPERTY DESCRIPTION:** Street address is: Lake Park Villas Subdivision
3 in Section _____ in the City of Menasha, County of Calumet,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.

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

8 ■ **NOT INCLUDED IN LIST PRICE:** _____
9 _____

10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**

12 ■ **LIST PRICE:** See attached price list _____ Dollars (\$ _____).

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

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

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

21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 This subdivision is a Conservation By Design Subdivision with 45% is outlots/common area.

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

25 ■ **ZONING:** Seller represents that the property is zoned: Residential

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

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: Normal Coldwell Banker The Real Estate marketing practices
34 _____. The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: None

36 _____. Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

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

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

43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
44 The following other buyers None

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

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 1.75% - 3.00%
49 _____. (Exceptions if any): None

50 **COMMISSION** The Firm's commission shall be 8% Plus \$50.00 per lot. *For minimum commission see line 313

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

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

5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer. The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

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

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

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

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

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

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

DISCLOSURE TO CLIENTS

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

- (a) The duty to provide brokerage services to you fairly and honestly.
- (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 245-248.)
- (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 151-166.)
- (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

- (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
 - (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
 - (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
- If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
128 services to more than one client in the transaction.

129 **CHECK ONLY ONE OF THE THREE BELOW:**

130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
131 both. (multiple representation relationship with designated agency)

132 ☒ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
135 representation relationships)

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

141 **SUBAGENCY**

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

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

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

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

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

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** None

164
165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): None

166
167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
172 attend showings, and the specific terms of offers which should not be submitted to Seller: None

173

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

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

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

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

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

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

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

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

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

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

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

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

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

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

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

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

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

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

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

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

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

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 293-312.

(1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 295 or 296.

Seller's recipient for delivery (optional): Philip Vanderhyden, Jr.

Firm's recipient for delivery (optional): Richard DeKleyn LLC.

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

Seller: _____ Firm: _____

☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296, for delivery to the party's delivery address at line 305 or 306.

☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line 305 or 306.

Delivery address for Seller: City of Menasha, 100 Main Street, Suite 200, Menasha, WI 54952

Delivery address for Firm: 1050 N. Lynndale Drive, Appleton, WI 54914

☒ (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically as required by federal law.

E-Mail address for Seller: pvandy@mac.com sschroeder@ci.menasha.wi.us

E-Mail address for Firm: rdekleyn@new.rr.com

ADDITIONAL PROVISIONS *Minimum commission of \$2,400 + \$50 applies to all properties sold below \$30,000.

ADDENDA The attached addenda Lake Park Villas Subdivision price list, Lake Park Villas Phase II, Home Standards, Home Options, Color Palette, Landscaping Standards, Revised Rules and Regulations, Lake Park Villas Homeowners' Association Covenant Summary is/are made part of this Listing.

TERM OF THE CONTRACT From the 1st day of June, 2018 up to the earlier of midnight of the 31st day of May, 2019, or the conveyance of the entire Property.

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) Philip Vanderhyden, Jr. dotloop verified 05/31/18 11:19AM CDT D3CT-VNCU-AQJ-8XNZ

Seller's Signature ▲ Print Name } Philip Vanderhyden, Jr. Date ▲

(x) City of Menasha Redevelopment Authority

Seller's Signature ▲ Print Name } _____ Date ▲

(x) _____

Seller's Signature ▲ Print Name } _____ Date ▲

(x) _____

Seller's Signature ▲ Print Name } _____ Date ▲

(x) _____

Seller's Signature ▲ Print Name } _____ Date ▲

Seller Entity Name (if any) Print Name ▲ _____

(x) _____

Authorized Signature ▲ _____ Date ▲

Print Name & Title } _____

Coldwell Banker The Real Estate Group

Firm Name ▲ _____

(x) Richard DeKleyn LLC dotloop verified 05/31/18 8:05AM CDT IJ1Q-P0GO-Z61V-16CD

Agent's Signature ▲ Print Name } Richard DeKleyn LLC Date ▲

SELLER REFUSAL/STATEMENT REGARDING CONDITION REPORT

1 SELLER'S/OWNER'S NAME: Philip Vanderhyden, Jr.

2 PROPERTY ADDRESS: Lake Park Villas Subdivision Menasha, WI

3 NAME OF REPORT FURNISHED: (~~Real Estate Condition Report~~) (Vacant Land Disclosure Report)
4 (~~Seller Disclosure Report — Commercial~~) (Other: _____)
5 [STRIKE AND COMPLETE AS APPLICABLE]

6 LISTING AGENT: Richard DeKleyn LLC

7 LISTING BROKER: Coldwell Banker The Real Estate Group

8 Wis. Admin. Code Chapter REEB 24 requires Listing Agent to make inquiries of Seller on the condition
9 of the Property and to request that Seller provide a written response to Agent's inquiry. Wis. Stat. §
10 709.02 indicates that a property owner/seller shall provide a Real Estate Condition Report (RECR) when
11 the property includes 1-4 dwelling units and a Vacant Land Disclosure Report (VLDR) when the
12 property does not include any buildings. Listing Agent has provided Seller with a RECR, VLDR or
13 other property condition report and asked Seller to complete the report.

14 **CHECK LINE 15 OR LINE 22, AS APPLICABLE:**

15 ☐ **SELLER REFUSAL TO COMPLETE**

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

22 ☒ **SELLER NOT REQUIRED TO COMPLETE REPORT**

23 Seller hereby asserts that Seller is not required under Wis. Stat. § 709.01 to complete a RECR or a
24 VLDR for the above Property because: [CHECK BELOW AS APPLICABLE]

25 ☐ Seller is a personal representative of an estate and has never occupied the Property.

26 ☐ Seller is a trustee and has never occupied the Property.

27 ☐ Seller is a conservator and has never occupied the Property.

28 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the
29 Property.

30 ☐ The Property includes 1 to 4 dwelling units, but has not been inhabited.

31 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

As a government entity no need to complete the Vacant Land Disclosure Report.

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

35 SELLER'S SIGNATURE: Philip Vanderhyden, Jr. dotloop verified
05/31/18 11:19AM CDT
OJCB-KMQY-F381-SB04 DATE: 05/31/2018

36 This form was delivered to Seller by Richard DeKleyn LLC on 05/31/2018.
37 Agent Name ▲ Date ▲



THE REAL ESTATE
GROUP, INC.

INCLUSIONS / EXCLUSIONS

SUBJECT PROPERTY ADDRESS: Lake Park Villas Subdivision, Menasha

LISTING AGENT: Richard DeKleyn LLC, Coldwell Banker The Real Estate Group

INCLUSIONS: None

EXCLUSIONS: Seller's personal property

SELLER'S DELIVERY INFORMATION:

Seller's Electronic Consent Received by Listing Agent? ☒ Yes ☐ No

Delivery via: ☐ Seller's Email Address: _____

☒ Listing Agent's Email Address: rdekley@new.rr.com

☐ Fax Number: _____ ☐ Subject Property Address

☐ Seller's Address: _____

☒ Richard DeKleyn LLC c/o Office Address: 1050 N. Lynndale Drive, Appleton, WI 54914
(Listing Agent's Name)

HOME WARRANTY INFORMATION:

The Home Warranty is being offered through: ☐ AHS ☐ HMS Cost: \$ _____

MISCELLANEOUS: _____

~~**FOR PRE-CERTIFIED HOMES:** Please include offer language as follows:~~

~~"Seller is providing Buyer a copy of the Seller's Home Inspection Report for informational purposes only. Delivery of said Report is not intended to replace Buyer's opportunity to have their own Home Inspection performed."~~

Approved by Seller this 31st **day of** May, **20** 18 .

Philip Vanderhyden, Jr.

dotloop verified
05/31/18 11:19AM CDT
LISG-W4E7-6GZY-HGRH

Seller's Signature

Seller's Signature

Revised October, 2013

Lot Pricing And Availability

Lake Park Villas Homeowners' Association

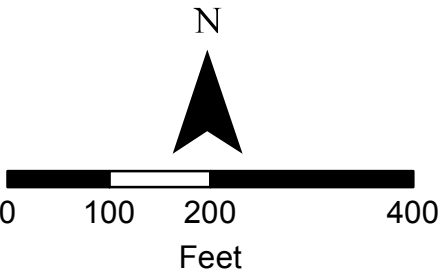
Legend

- Available Lots
- Sold Lots
- Auxiliary Lots

CSM Certified Survey Map

O.L. Outlot

R Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas



LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE
18	\$44,900	3 CSM 3510	\$39,900	2 CSM 3511	\$44,900	20R	\$35,900	107	\$39,900
19	\$44,900	2 CSM 3510	\$39,900	3 CSM 3511	\$39,900	74	\$39,900	109 CSM 2820	\$39,900
20	\$44,900	1 CSM 3510	\$39,900	62	\$35,900	22R	\$39,900	111	\$39,900
21	\$44,900	45	\$39,900	64	\$35,900	82	\$39,900	112	\$39,900
22	\$44,900	1 CSM 2953	\$39,900	8R	\$39,900	88	\$39,900	122	\$39,900
23	\$44,900	2 CSM 2953	\$39,900	7R	\$39,900	90	\$44,900	126	\$35,900
24	\$44,900	3 CSM 2953	\$39,900	6R	\$39,900	93	\$44,900	130	\$35,900
25	\$44,900	4 CSM 2953	\$39,900	71	\$35,900	94 CSM 2821	\$39,900		
4 CSM 3510	\$35,900	1 CSM 3511	\$44,900	72	\$35,900	95	\$44,900		