

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: Lot 8 Commerce Dr
3 in Section 11 in the City of Columbus, County of Columbia,
4 Wisconsin. Insert additional description, if any, at lines 325-352 or attach as an addendum per lines 353-354.

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

9 ■ **NOT INCLUDED IN LIST PRICE:** N/A

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

13 ■ **LIST PRICE:** Three Hundred Seventy-Five Thousand Dollars (\$ 375,000.00).

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

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

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

22 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
23 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
24 N/A

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

26 ■ **ZONING:** Seller represents that the property is zoned: Ag/Light Industrial

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

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

36 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
37 N/A

39 which are in addition to and separate from Compensation to Others. See lines 54-59.
40 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention**
41 **of or payment to a cooperating firm, buyer's firm or other buyer's representative.**

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

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

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

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

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

54 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms
55 working with buyers such as subagents and buyer's firms: Up to 2.5% of the purchase price. Must be
56 negotiated by the buyer agent in an offer to purchase.

57 (Exceptions if any): _____

58 **There is no standard market commission rate. Commissions and types of service may vary by firm.**
 59 **Commissions are not set by law and are fully negotiable.**

60 **COMMISSION** Seller and the Firm agree the Firm's commission shall be 5% of the purchase price, unless
 61 the listing agent brings the buyer, then 4% of the purchase price.

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

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

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

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

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

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

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

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

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

94 **DISCLOSURE TO CLIENTS**

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

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

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

CHECK ONLY ONE OF THE THREE BELOW:

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

145 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**

146 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**

147 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**

148 **commission or fees that you may owe based upon the type of agency relationship you select with your firm, you**

149 **should ask your firm before signing the agency agreement.**

SUBAGENCY

151 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by

152 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put

153 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other

154 parties if doing so is contrary to your interests.

155 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services,**

156 **but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home**

157 **inspector.**

158 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language

159 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

160 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the

161 Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person would

162 want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose

163 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no

164 longer providing brokerage services to you.

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

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

169 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that

170 information below (see lines 172-174). At a later time, you may also provide the Firm with other information you consider

171 to be confidential.

172 **CONFIDENTIAL INFORMATION: N/A**

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

176

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

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

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

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

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

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

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

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

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

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

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

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

237 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

269 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
270 of this Listing;

271 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms
272 upon which the buyer might acquire an interest in the Property; or

273 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any
274 potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the
275 buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 208-216) of the
276 Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

277 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals
278 in the Listing; or,

279 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or
280 agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

281 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf
282 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 203-
283 207.

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

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

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

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

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

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

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

307 Seller's recipient for delivery (optional): Tim Menzel

308 Firm's recipient for delivery (optional): Charity Bauman, REAL Broker, LLC

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

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

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

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

317 Delivery address for Seller: _____

318 Delivery address for Firm: _____

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

323 Email address for Seller: tim@prairielandtowing.net

324 Email address for Firm: eaglesnestre@gmail.com

325 **ADDITIONAL PROVISIONS** _____

326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
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343 _____
344 _____

Property Address: Lot 8 Commerce Dr, Columbus, WI 53925 Page 7 of 7, WB-3

345 _____
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350 _____
351 _____
352 _____

353 **ADDENDA** The attached addenda VLDR, affiliated business, consumers choice disclosure
354 _____ is/are made part of this Listing.

355 **TERM OF THE CONTRACT** From the 19th day of March, 2026, up
356 to the earlier of midnight of the 14th day of September, 2026, or the conveyance
357 of the entire Property.

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

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

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

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

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

373 DocuSigned by:

374 (x) _____ 3/18/2026
374 Seller's Signature ▲ Print Name } Date ▲

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

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

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

381 _____
382 Seller Entity Name (if any) Print Name ▲

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

386 **Real Broker LLC**

387 DocuSigned by:

388 (x) _____ 3/17/2026
389 Agent's Signature ▲ Print Name } **Charity Bauman** Date ▲

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Lot 8 Commerce Dr
IN THE City
(CITY) (VILLAGE) (TOWN) OF Columbus, COUNTY OF Columbia
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF March (MONTH) 19th (DAY), 2026 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. 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.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to any subdivision homeowners' associations, or other homeowners' associations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

YES NO N/A

- c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))

YES NO N/A
- E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
 Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information.

YES NO N/A
- E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?

YES NO N/A
- E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)

YES NO N/A
- E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
 Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.

YES NO N/A
- E15. Are you aware there is not legal access to the property?

YES NO N/A
- E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/topic/waterways> for more information.

YES NO N/A
- E17. Are you aware of a written agreement affecting riparian rights related to the property?

YES NO N/A
- E18. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?
 Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.

YES NO N/A
- E19. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).

YES NO N/A
- E20. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?

YES NO N/A
- E21. Are you aware of existing or abandoned manure storage facilities located on the property?


YES NO N/A
- E22. Are you aware that all or part of the property is enrolled in the managed forest land program?
 The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <http://dnr.wi.gov/topic/forestry.html>.

YES NO N/A
- E23. Explanation of "yes" responses _____

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner  Date 3/18/2026
 Owner 8EE89BE37F584BD... Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.