

AMENDED MARCH 16, 2020 at 11:00 AM

CITY OF EDGERTON  
REGULAR COMMON COUNCIL MEETING  
EDGERTON CITY HALL, COUNCIL CHAMBERS  
12 ALBION STREET

Monday, March 16, 2020 at 7:00 p.m.

1. Call to order; Roll call
2. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, March 13, 2020.
4. Council acceptance of agenda.
5. Personal appearances for non-agenda items limited to 3 minutes.
  - A. The public will be allowed to speak on agenda items during the meeting.
- 6A. CONSIDER MODIFICATIONS TO PERSONAL POLICY HANDBOOK IN RESPONSE TO COVID-19 PANDEMIC.**
6. Minutes:
  - A. Consider approval of minutes from March 2, 2020 Council meeting.
7. Committee Reports:
  - A. Finance Committee:
    1. Consider approval of bills and payroll vouchers.
    2. Consider approval of licenses.
    3. Consider public event packet for Edgerton Community Market at Central Park and request to waive fees.
    4. Consider new price for backstop in Racetrack Park.
    5. Consider amendment to Housing Administration contract with MSA.
    6. Consider amendment to City of Edgerton Resolution 26-19A: 2020 Salary Resolution for part-time cemetery groundskeeper position.
    7. Consider City of Edgerton Resolution 04-20: Extending the Life of Tax Incremental District No. 5 to Fund the Edgerton Affordable Housing Improvement Program.
    8. Consider pool pump strainer bids.
    9. Consider pool chemical controller bids.
    10. Consider bids for construction of Marshview Court and pond.
    11. Consider listing contract with Best Realty for the Veterans' Building
  - B. Utility Commission:
    1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
8. Consider extension of purchase agreement for 407 N Main St with Green Tech

9. Mayor, alderperson and staff reports.
10. Closed session pursuant to Wis. Stat. 19.85(1) (e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session." Discuss and consider sale price and Right of First Refusal Agreement for Veterans' Memorial Building
11. Return to open session and consider taking action on items discussed in closed session.
12. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

**WB-5 COMMERCIAL 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: 414 Albion St.  
3 \_\_\_\_\_ in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Edgerton \_\_\_\_\_, County of \_\_\_\_\_ Rock \_\_\_\_\_,

4 Wisconsin. Insert additional description, if any, at lines 320-331 or attach as an addendum per lines 332-337.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-12, and  
6 the following items: -----  
7 \_\_\_\_\_  
8 \_\_\_\_\_

9 ■ **NOT INCLUDED IN LIST PRICE:** Tenant's personal property.  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_

13 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**  
14 **lessor. (See lines 182-193).**

15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except: -----  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

19 ■ **SELLER AUTHORITY:** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the  
20 Property. If Seller is an entity, Seller agrees, within 15 days of the execution of this Listing, to provide the Firm with a  
21 copy of document(s) confirming the authority to negotiate the sale of the Property.

22 ■ **ZONING:** Seller represents that the Property is zoned: R2

23 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** ~~Seller represents that the~~  
24 ~~Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming~~  
25 ~~uses or other conditions affecting the Property:~~ \_\_\_\_\_  
26 \_\_\_\_\_

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.  
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-8 during the term  
29 of this Listing. The marketing may include: MLS, signage (if allowed), internet marketing (zillow,  
30 facebook, google, etc.), Loop net commercial advertising, local paper, etc.

31 The Firm and its agents may advertise the following special financing and incentives offered by Seller: -----  
32 \_\_\_\_\_ . Seller  
33 has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 231-237 regarding the Firm's  
34 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the  
35 Firm and its agents may market other properties during the term of this Listing.

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

37 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 50% of total  
38 commission . (Exceptions if any): -----

39 **COMMISSION** The Firm's commission shall be 6%, 5% if List company is sell company, 4% if  
40 protected buyers purchase. (Cathy Engler, Edgerton School District, Emmaus Community  
41 Church)  
42 \_\_\_\_\_

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

- 44 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 45 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 46 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 47 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 48 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,  
49 the list price and on substantially the same terms set forth in this Listing and the current WB-15 Commercial Offer to  
50 Purchase, even if Seller does not accept this buyer's offer. A buyer is ready, willing and able when the buyer  
51 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

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

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

#### 75 **DISCLOSURE TO CLIENTS**

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

- 78 (a) The duty to provide brokerage services to you fairly and honestly.
- 79 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 80 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
81 unless disclosure of the information is prohibited by law.
- 82 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
83 information is prohibited by law. (See lines 194-197.)
- 84 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
85 confidential information or the confidential information of other parties. (See lines 142-159.)
- 86 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 87 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
88 advantages and disadvantages of the proposals.

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

- 91 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
92 your transaction, unless you release the firm from this duty.
- 93 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 94 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that  
95 are within the scope of the agency agreement.
- 96 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 97 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
98 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is  
99 contrary to your interests.

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

#### 102 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

112 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize

113 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more  
 114 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,  
 115 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same  
 116 agent may represent more than one client in a transaction.  
 117 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage  
 118 services to more than one client in the transaction.

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

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

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

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

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

132 **SUBAGENCY**

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

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

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

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

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

148 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 194-197).

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

151 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that  
 152 information below (see lines 154-156). At a later time, you may also provide the Firm with other information you  
 153 consider to be confidential.

154 **CONFIDENTIAL INFORMATION:** -----  
 155 \_\_\_\_\_  
 156 \_\_\_\_\_

157 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): A first right of  
 158 refusal exists on property with current tenant, Cathy Engler who has 10 days from offer  
 159 acceptance by another buyer. Copy of any accepted offer to be shared with Engler.

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

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

#### 168 **DEFINITIONS**

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

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

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

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

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

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

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

182 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
 183 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 184 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
 185 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
 186 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
 187 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or  
 188 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the  
 189 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems  
 190 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground  
 191 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on  
 192 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

193 **CAUTION: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures.**

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

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

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

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

- 206 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 207 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
 208 terms upon which the buyer might acquire an interest in the Property; or
- 209 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
 210 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
 211 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
 212 301-311) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as  
 213 follows:
  - 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
 215 individuals in the Listing; or,
  - 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the  
 217 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on  
 219 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on  
 220 lines 298-302.

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

226 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,  
227 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on Seller's disclosure  
228 report or written response.

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

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

238 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its  
239 agents will work and cooperate with other firms in marketing the Property, including firms acting as subagents (other  
240 firms engaged by the Firm - see lines 132-136) and firms representing buyers. Cooperation includes providing access to  
241 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms  
242 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and  
243 the specific terms of offers which should not be submitted to Seller: -----  
244

245 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing  
246 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.  
247 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.  
248 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**  
249 The following other buyers -----  
250

251 \_\_\_\_\_ are excluded from this Listing until -----  
252 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before  
253 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

253 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
254 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
255 lines 256-275.

256 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if  
257 named at line 258 or 259.

258 Seller's recipient for delivery (optional): Ramona Flanigan, City Administrator

259 Firm's recipient for delivery (optional): Paula Carrier

260  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
261 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Firm: ( \_\_\_\_\_ ) \_\_\_\_\_

262  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
263 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 258 or  
264 259, for delivery to the party's delivery address at line 268 or 269.

265  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
266 party, or to the party's recipient for delivery if named at line 258 or 259 for delivery to the party's delivery address at line  
267 268 or 269.

268 Delivery address for Seller: \_\_\_\_\_

269 Delivery address for Firm: \_\_\_\_\_

270  (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at  
271 line 274 or 275. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
272 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first  
273 consented electronically as required by federal law.

274 E-Mail address for Seller: rflanigan@cityofedgerton.com

275 E-Mail address for Firm: paula53534@aol.com

276 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any  
277 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
278 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
279 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

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

288 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
289 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
290 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
291 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
292 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
293 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted  
294 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being  
295 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections  
296 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines  
297 320-331 or in an addendum per lines 332-337.

298 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
299 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller  
300 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing  
301 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for  
302 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 303-311).

303 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
304 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
305 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
306 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller  
307 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be  
308 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 253-275 and effective  
309 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 253-275.

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

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

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

320 **ADDITIONAL PROVISIONS** Terms of current lease with current tenant as follows: \$1000 per  
321 month until 9/1/20, then \$1100 until 8/31/21, then \$1200 afterwards. Lease expires  
322 8/31/22. Tenant responsible for all shoveling/plowing/mowing, utilities and general  
323 maintenance during tenancy.

325 Seller makes no representations as to the property. Property is being sold in "as is,  
326 where is" an all marketing shall include such. Seller shall allow prospective buyers such  
327 access and the right to conduct such tests, as are necessary to satisfy buyer's due  
328 diligence.

332 **ADDENDA** The attached addenda List of improvements.

337 \_\_\_\_\_ is/are made part of this Listing.

338 **TERM OF THE CONTRACT** From the 20th day of March, 2020  
339 up to the earlier of midnight of the 20th day of September, 2020, or the  
340 conveyance of the entire Property.

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

344 All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

345 City of Edgerton

346 Seller Entity Name (if any) Print Name ▲

347 (x) \_\_\_\_\_  
348 Authorized Signature ▲ Date ▲  
349 Print Name & Title }

350 \_\_\_\_\_  
351 Seller Entity Name (if any) ▲

352 (x) \_\_\_\_\_  
353 Authorized Signature ▲ Date ▲  
354 Print Name & Title }

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

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

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

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

363 Best Realty of Edgerton, Ltd

364 Firm Name ▲

365 (x) \_\_\_\_\_  
366 Agent's Signature ▲ Print Name } Paula Carrier Date ▲