

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: 4955 CTH V V
 3 in Section 25 in the Township of Two Rivers, County of Manitowoc,
 4 Wisconsin. Insert additional description, if any, at lines 323-353 or attach as an addendum per lines 354-355.

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: None

9 ■ **NOT INCLUDED IN LIST PRICE:** Any crops currently planted by tenant of the Seller.

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 249-254).**

13 ■ **LIST PRICE:** Two Hundred Ninety-Five Thousand Dollars (\$ 295,000.00).

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

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:

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: RR Rural Residential

27 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
 28 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity At the road

29 _____; gas unknown; municipal sewer None;
 30 municipal water none; telephone at the road;

31 cable unknown; 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: METRO MLS, Numerous websites feeding off of METRO MLS,

35 Co-Star/LoopNet, Buildout, Choice Commercial Website,

36 The Firm and its agents may advertise the following special financing and incentives offered by Seller: None additional
 37 at this time

38 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 183-189 regarding the
 39 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
 40 that the Firm and its agents may market other properties during the term of this Listing.

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

42 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 43 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.

44 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

45 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

46 The following other buyers _____
 47 _____ are excluded from this Listing until _____

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

50 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such as
 51 subagents and buyer's firms: 2.0%

52 (Exceptions if any): _____

53 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
 54 **negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents**
 55 **and firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing**
 56 **services or in compensation agreements.**

57 **COMMISSION** Seller and the Firm agree the Firm's commission shall be 6% (Six Percent) of the sale price.

58

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

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

68 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,

69 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by

70 divorce judgment.

71 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date

72 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

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

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

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

81 Property.

82 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to

83 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of

84 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any

85 offer to purchase or contract.

86 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions

87 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial

88 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real

89 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not

90 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

91 **DISCLOSURE TO CLIENTS**

92 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe

93 certain duties to all parties to a transaction:

- 94 (a) The duty to provide brokerage services to you fairly and honestly.
- 95 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 96 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
- 97 unless disclosure of the information is prohibited by law.
- 98 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
- 99 information is prohibited by law. (See lines 255-258.)
- 100 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
- 101 confidential information or the confidential information of other parties. (See lines 158-174.)
- 102 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 103 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
- 104 advantages and disadvantages of the proposals.

105 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**

106 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

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

119 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

148 **SUBAGENCY**

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

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

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

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

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

164 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 255-258).

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

167 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
168 information below (see lines 170-172). At a later time, you may also provide the Firm with other information you
169 consider to be confidential.

170 **CONFIDENTIAL INFORMATION:** _____

171 _____

172 _____

173 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

174 _____

175 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 176 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 177 subagents (other firms engaged by the Firm - see lines 148-152) and firms representing buyers. Cooperation includes
 178 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 179 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 180 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
 181 _____
 182 _____

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

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

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

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

201 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 202 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 203 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 204 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 205 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 206-214).

206 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 207 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 208 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 209 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 210 and the Firm agree that any termination of this Listing by either party before the date stated on line 357 shall be
 211 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 300-322 and effective
 212 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 300-322.
 213 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 214 **potentially be liable for damages.**

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

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

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

225 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 226 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 227 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 228 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 229 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 230 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 231 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 232 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be

present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 323-353 or in an addendum per lines 354-355.

DEFINITIONS

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

- a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 - 1) Significantly and adversely affecting the value of the Property;
 - 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 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 206-214) 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 201-205.

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.

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

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

300 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 301 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 302 lines 303-322.

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

305 Seller's recipient for delivery (optional): Kathy Buyeske

306 Firm's recipient for delivery (optional): George Krause &/or Bill Illgen in Georges absence

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

308 Seller: () Firm: (920) 682-0300 & 920-654-2086

309 ☒ (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 310 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 305 or
 311 306, for delivery to the party's delivery address at line 315 or 316.

312 ☒ (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 313 party, or to the party's recipient for delivery if named at line 305 or 306 for delivery to the party's delivery address at line
 314 315 or 316.

315 Delivery address for Seller: 4224 Clover St Two Rivers WI 54241

316 Delivery address for Firm: 100 Maritime Dr Suite 3C, Manitowoc WI 54220

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

321 E-Mail address for Seller: kathy.buyeske@charter.net

322 E-Mail address for Firm: gkrause@choicecre.com / billgen@choicecre.com

323 **ADDITIONAL PROVISIONS**

324 This listing consists of the following 2 Tax Parcels:

325 1) 018-125-002-002.00 (18.08 acres)

326 2) 018-125-003-001.00 (10.00 acres)

327 Located in the Township of Two Rivers.

328 Zoned RR Rural Residential per Manitowoc County.

354 **ADDENDA** The attached addenda Vacant Land Disclosure Report
 355 _____ is/are made part of this Listing.
 356 **TERM OF THE CONTRACT** From the 22nd day of January, 2024, up
 357 to the earlier of midnight of the 31st day of July, 2024, or the conveyance
 358 of the entire Property.

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

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

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

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

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

374 (x) Kathy Buyeske 01/22/2024
 375 Seller's Signature ▲ Print Name } Kathy Buyeske Date ▲

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

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

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

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

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

387 **Choice Commercial Real Estate LLC**
 388 Firm Name ▲

389 (x) George Krause 01/22/2024
 390 Agent's Signature ▲ Print Name } George Krause-Broker Associate Date ▲

DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.

12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).

14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

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

29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).

30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other Information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____

36 _____

37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____

39 _____

40 _____

41 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**

43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
51 contract or agreement made concerning the transaction.

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

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
Copyright © 2016 by Wisconsin REALTORS® Association

Drafted by Attorney Debra Peterson Conrad

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 4955 CTH VV (28.08 acres)
IN THE Township
(CITY) (VILLAGE) (TOWN) OF Two Rivers, COUNTY OF
Manitowoc 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 January (MONTH) 22nd (DAY), 2024 (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 checked="" type="checkbox"/>	<input 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))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E15. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E17. Are you aware of a written agreement affecting riparian rights related to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E20. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E21. Are you aware of existing or abandoned manure storage facilities located on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E23. Explanation of "yes" responses _____			

F. ADDITIONAL INFORMATION

	YES	NO	N/A
F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F1a. Are you aware if there is internet service available to property? If so, which provider? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Electricity _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Municipal water _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Telephone _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Cable television _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Natural gas _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Municipal sewer _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, <i>including infestation impacting trees</i> ; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F10. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F11. The owner has owned the property for <u>12</u> years.			
F12. Explanation of "yes" responses _____			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

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 Kathy Buyeske Kathy Buyeske Date 1-19-24
 Owner _____ 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.



Full Report

Property Location : 4955 County Road Vv

Owner:

Coenen John
Kathryn Buyeske C/O
4224 Clover St
Two Rivers, WI 54241

Owner Occupied:

Property Address:
4955 County Road Vv
Two Rivers, WI 54241

County: Manitowoc

Taxed by: Town Of Two Rivers
Taxkey # 01812500200200

Assessments

Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2022	Agricultural Land	\$ 3,000		\$ 3,000	0.000 -	18.080	0.769186823
2021	Agricultural Land	\$ 3,000		\$ 3,000	0.000 -	18.080	0.859992524
2020	Agricultural Land	\$ 3,000		\$ 3,000	0.000 -	18.080	0.895265670
2019	Agricultural Land	\$ 3,000		\$ 3,000	0.000 -	18.080	0.956627775
2018	Agricultural Land	\$ 3,000		\$ 3,000	0.000 -	18.080	1.001016846
2017	Agricultural Land	\$ 3,000		\$ 3,000	3.448 ↑	18.080	1.045789026
2016	Agricultural Land	\$ 2,900		\$ 2,900	0.000 -	18.080	1.071746570
2015	Agricultural Land	\$ 2,900		\$ 2,900	0.000 -	18.080	1.122865422
2014	Agricultural Land	\$ 2,900		\$ 2,900	0.000 -	18.080	1.140934567

Taxes

Tax Year	Total Tax	First Dollar	Lottery Credit	Net Tax	Special Taxes	Special Assessment	Special Charges	Full Pay Amount
2022	\$47.05			\$47.05				\$47.05
2021	\$50.71			\$50.71				\$50.71
2020	\$49.82			\$49.82				\$49.82
2019	\$50.95			\$50.95				\$50.95
2018	\$50.41			\$50.41				\$50.41
2017	\$47.44			\$47.44				\$47.44
2016	\$44.96			\$44.96				\$44.96
2015	\$45.72			\$45.72				\$45.72
2014	\$44.85			\$44.85				\$44.85

Assessor

Building Square Feet :	Year Built :	Township : 20N
Bedrooms :	Year Remodeled :	Range : 24E
Full Baths :	Effective Year Built :	Section : 25
Half Baths :	Air Conditioning :	Quarter :
Total Rooms :	Fireplace :	Pool :
Number of Stories :	Number of Units :	Attic :
Building Type :	Basement :	
Exterior Wall :	Heat :	
Exterior Condition :	Garage :	
Land Use :	School District : 5824 Two Rivers	
Zoning :	Historic Designation :	

Legal Description

2849-298 S1/2 NW1/4 NE1/4 Ex Tract 1 Csm V10 P479

Sales

Information provided is deemed reliable but not guaranteed (2021)



Full Report

Property Location : 4955 County Road Vv

Owner:

Coenen John
Kathryn Buyeske C/O
4224 Clover St
Two Rivers, WI 54241

Owner Occupied:
Property Address:
4955 County Road Vv
Two Rivers, WI 54241

County: Manitowoc
Taxed by: Town Of Two Rivers
Taxkey # 01812500300100

Assessments

Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2022	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	0.769186823
2021	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	0.859992524
2020	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	0.895265670
2019	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	0.956627775
2018	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	1.001016846
2017	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	1.045789026
2016	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	1.071746570
2015	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	1.122865422
2014	Agricultural Land	\$ 1,700		\$ 1,700	0.000 -	10.000	1.140934567

Taxes

Tax Year	Total Tax	First Dollar	Lottery Credit	Net Tax	Special Taxes	Special Assessment	Special Charges	Full Pay Amount
2022	\$26.66			\$26.66				\$26.66
2021	\$28.74			\$28.74				\$28.74
2020	\$28.22			\$28.22				\$28.22
2019	\$28.87			\$28.87				\$28.87
2018	\$28.57			\$28.57				\$28.57
2017	\$26.87			\$26.87				\$26.87
2016	\$26.37			\$26.37				\$26.37
2015	\$26.80			\$26.80				\$26.80
2014	\$26.29			\$26.29				\$26.29

Assessor

Building Square Feet :	Year Built :	Township : 20N
Bedrooms :	Year Remodeled :	Range : 24E
Full Baths :	Effective Year Built :	Section : 25
Half Baths :	Air Conditioning :	Quarter :
Total Rooms :	Fireplace :	Pool :
Number of Stories :	Number of Units :	Attic :
Building Type :		Basement :
Exterior Wall :		Heat :
Exterior Condition :		Garage :
Land Use :		School District : 5824 Two Rivers
Zoning :		Historic Designation :

Legal Description

2849-298 N 10 Ac Of SW1/4 NE1/4

Sales

Information provided is deemed reliable but not guaranteed (2021)

LISTING QUESTIONNAIRE REGARDING TITLE ISSUES AND PROPERTY CONDITIONS

Property: 4955 CTH VV, Two Rivers, WI 54241

Seller: Kathy Buyeske, et al

The Seller is:

☐ Property owner (list all owners on the Seller lines above ↑)

☐ Trustee(s) for Trust owning the Property

☐ Personal representative for the estate of a deceased Property owner

☐ Guardian for Property owner

☐ Power-of-attorney for Property owner

In order to assist your firm and the title company to prepare for closing, please answer the following questions:

CONDITION	YES	NO	CONDITION	YES	NO
1. Remodeling, construction work or repairs within the last 6 months? Any planned?		X	19. Any mineral rights on the Property reserved by a prior owner or another party?		X
2. Any remodeling or construction work without proper building permits?		X	20. Are there any judgments in court or tax liens against the Seller?		X
3. Disputes with neighbors about the location of the boundary lines?		X	21. Does the Seller have unpaid child support, income taxes, or Property taxes?		X
4. Are there unrecorded contracts or persons claiming ownership rights or lien rights on the Property?		X	22. Is part of a building, garage, fence, driveway or landscaping on the neighbor's property? (or vice versa)?		X
5. Environmental concerns e.g., damaged asbestos, underground fuel storage tanks, high radon levels, deteriorated lead-based paint, abandoned wells, mold?		X	23. Unpaid assessments for utility service or municipal improvements, e.g., sewer lateral, storm sewer, street work, tree planting, sidewalk repairs, curb and gutter, etc.?		X
6. Violations of or concerns with local zoning or building codes, for example, inadequate setbacks or lot size?		X	24. Violations of or concerns with recorded covenants and restrictions, for example, a fence in violation of the architectural rules?		X
7. Any leases or rental agreements?	X		25. Any burial grounds on the Property?		X
8. Are people or companies allowed to travel across or use your Property without a recorded document?		X	26. Any shared driveways, shared wells, or anything else shared with the neighbor?		?
9. Other persons in possession or occupying the Property and/or claiming the right to?		X	27. Is there a right of first refusal?		X
10. Unrecorded easements, deeds or land contracts regarding the Property?		X	28. Questions or concerns about legal vehicular access to the Property?		X
11. Any recorded road easements or recorded road maintenance agreements?		X	29. Are there lawsuits involving the Property (pending or threatened)?		X
12. Is the Property part of a homeowners or condominium association?		X	30. Any basement rooms used as bedrooms not in compliance with local ordinances?		X
13. Any unpaid homeowners or condominium association dues, fees or charges?		X	31. High voltage electric or high-pressure gas lines nearby?		X
14. Will fees be charged by the association when the Property is sold?		X	32. Other violations of or concerns with laws, regulations, ordinances or restrictions?		X
15. Is the Seller a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA)?		X	33. Have there been missed mortgage payments or is the lender foreclosing?		X
16. If the Seller owes more than the anticipated net proceeds, does the Seller have the resources to close?		X	34. Is any Seller or the Property involved in bankruptcy or divorce proceedings? If so, has the court authorized the sale of the Property?		X
17. Are there rented items on the Property, e.g., water softener, LP tanks, water treatment systems, etc.?		X	35. Will the Seller owe more than the anticipated net proceeds and need to negotiate a short sale with Seller's lender(s)?		X
18. Is the Property the Seller's residence?		X	36. Will the Seller provide a deed other than a warranty deed (quitclaim, personal representative's, trustee's, etc.)?		X
			37. Is the Seller married?	X	

[illegible]

Seller	<u>Kathy Buyeske</u>	Date	<u>01/22/2024</u>
Seller	<u>et al</u>	Date	
Seller		Date	
Seller		Date	

Seller Entity Name (if any): Kathy Byerske 1-22-24
 Print Name Here ▲
Kathy Byerske
 Authorized Signature ▲ Print Name & Title Here ▶

Seller Entity Name (if any): _____
Print Name Here ▲

Authorized Signature _____ Print Name & Title Here _____

Listing Worksheet/Seller

Broker name Choice Commercial Real Estate LLC Agent George Krause-Broker Associate

Property address 4955 CTH VV, Two Rivers WI 54241 Number of units 2

Legal description _____

Seller #1 Kathy Buyeske

Social security # (or FEIN #) _____ ☐ Single ☒ Married

Is property the seller's homestead? ☐ Yes ☒ No Is there a marital property agreement? ☐ Yes ☐ No

Current address 4224 Clover St

City Two Rivers State WI Zip 54241

Home phone (920) 901-1099 Work phone _____ Fax _____

Forwarding address N/A

Seller #2 et al

Social security # (or FEIN #) _____ ☐ Single ☐ Married

Is property the seller's homestead? ☐ Yes ☐ No Is there a marital property agreement? ☐ Yes ☐ No

Current address _____

City _____ State _____ Zip _____

Home phone _____ Work phone _____ Fax _____

Forwarding address _____

Any other persons named as owner on title to the property _____

Seller's attorney _____

Phone _____

Address _____ City _____ State _____ Zip _____

Title Information

☐ Seller's mortgage or ☐ Land contract at _____

Loan type (conv., FHA, VA, etc.) _____

Loan number _____ Approximate Balance _____

Seller's second mortgage at _____

Loan number _____ Approximate Balance _____

☐ Abstract or ☐ Title policy at _____

Any other liens affecting title? ☐ Yes ☒ No Divorce action pending? ☐ Yes ☒ No

Any improvements or repairs by anyone other than seller in past 6 months ☐ Yes ☒ No

If yes, seller must get lien waivers from supplier and/or contractor.

Premises occupied by Tenant Kevin Sprang

Rentals Annual

Security deposits _____

Lease copies available ☒ Yes ☐ No

Survey available ☐ Yes ☐ No

Foreclosure pending ☐ Yes ☒ No

Condo/homeowners association ☐ Yes ☒ No

Condo disclosure ordered ☐ Yes ☒ No

Contact person Kathy Buyeske Phone (920) 901-1099

Easements ☒ Yes ☐ No

Joint driveways ☐ Yes ☐ No

Lottery tax certificate filed ☒ Yes ☐ No

Please indicate below, to the best of owner's knowledge, whether the following items are in good working order. For any items not in good working order, please explain below in the comments section. All items listed below are not necessarily part of this sale, unless included in the sale in the offer to purchase. Mark items not on the property as N/A.

Listing Worksheet

Page 3 of 3

Item	Working Order			Item	Working Order		
	yes	no	n/a		yes	no	n/a
Range				Windows/Screens/Storms			
Oven				Window Treatments			
Hood				Water Heater			
Refrigerator				Sump Pump			
Microwave Oven				Drain Tiling			
Dishwasher				Private Sewer System			
Freezer				Antenna & Cables			
Washer				Pool & Equipment			
Dryer				Central Heating System			
Trash Compactor				Central A/C			
Garbage Disposal				Wall A/C Units			
Plumbing Systems				Furnace Humidifier			
Toilet Mechanisms				Elec. Air Purifier			
Private Well				Supplemental Heater			
Intercom				Solar Collectors			
Garage Door Opener				Fireplace Equipment			
Ventilating Fans				Fireplace & Inserts			
Security System				Woodburning Stove			
Smoke Detectors				Incinerator			
Central Vacuum				Water Softener			
Door Bells				Sprinkler System			
Doors				Light Fixtures			
Locks				Light Switches			
Faucets				Electric Outlets			
Skylights							

Miscellaneous notes _____

Agent's signature George Krause Date 1/19/2024
 George Krause-Broker Associate

Seller's signature Kathy Buyeske Date 1-19-24
 Kathy Buyeske

To order contact Wisconsin REALTORS® Association, 1-800-279-1972
 Copyright© 2001 by Wisconsin REALTORS® Association, 4801 Forest Run Road, Madison, Wisconsin 53704, Phone 608-241-2047
 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

VACANT LAND PROFILE SHEET - Main Listing Data Fields: Shaded areas, Directions, Showing Information and Remarks are optional.

MLS #

Assigned By Computer

General		George Krause-Broker Associate		MET17712	
Office Code		Listing Agent's Name (last, first initial)		Agent Code	
4955					
Address		CTH V V			
Address		N/S/E/W Street Name			
Main Fields		Manitowoc		Two Rivers	
018125002002/018125003001		County		Municipality (Taxing Municipality)	
Tax Key Number as it appears in Tax Data - Including letters and spaces		Unit #/Add'l Addr		WI State	
28.08 Acres		\$295,000.00		150E N Y/N/P/U	
Lot Size		List Price		E/W Flood Plain	
28.08 /		01/22/24		Taxes (Net General)	
Est Acreage		Listing Date (MMDDYY)		Taxes as of Year	
Source		Expiration Date (MMDDYY)		Bonus to Broker	
Y/N		Y/N		Y/N	
Named Prospects		Electronic Consent		Buyer Agent Commission	
Y/N		Y/N		Enter % of Sale Price or \$ Amount	
Y/N		Y/N		Occupancy Permit Required	
10,500.00		Kathy Buyske, et al		Property PIN	
Price Per Acre		Owner's Name		High School	
		Two Rivers		School District	

Source Codes	
01.	Appraiser
02.	Blueprint
03.	Broker or Agent
04.	Builder
05.	Developer
06.	Other
07.	Plat Map
08.	Public Record
09.	Seller
10.	Survey

Middle School	Elementary School	Subdivision Name
Subd. Dues / Yr	Body of Water (Dedicated Water Access or Water Frontage ONLY)	Est Water Front Footage / Source
Directions:		

Showing Info: All Showings booked via Showtime Time or Align and by calling George Krause at 920-905-0550

Public Remarks: 28.08 Acres tillable farmland zoned RR Rural Residential Use. Currently leased as cropland by a local farmer.

Private Remarks:

Inclusions:

Exclusions:

Export

☐ Exclude from Internet

☐ Address Excluded from VOW

☐ Listing Not Used in AVMs

☐ Not Allow Comments on VOW

01. TOPOGRAPHY (R)

- ☒ 01. Level
☐ 02. Rolling/Hilly
☐ 03. Sloped
☐ 04. Low
☐ 05. Wooded
☐ 06. Marshy
☐ 07. Farm
☐ 08. Stream
☐ 09. Water Access/Rights
☐ 10. Waterfrontage on Lot
☐ 11. Subdivision
☐ 12. Association
☐ 13. Other
☐ 14. View of Water

02. WATER FRONT/ACCESS

- ☐ 01. Lake
☐ 02. River
☐ 03. Stream
☐ 04. Creek
☐ 05. Pond
☐ 06. Unimproved Road
☐ 07. Private Road
☐ 08. Town/City Road
☐ 09. State Road
☐ 10. Interstate Road
☐ 11. High Visibility
☐ 12. Interstate Access
☐ 13. Paved Road
☐ 14. Paved Lot
☐ 15. Gravel Road
☐ 16. Dirt Road
☐ 17. Service

04. LOCATION (R)

- ☐ 01. City
☐ 02. Suburban
☒ 03. Rural
☐ 04. Corner Lot
☐ 05. Cul-de-sac
☐ 06. Other

05. PRESENT USE (R)

- ☐ 01. Non
☒ 02. Agriculture
☐ 03. Timber
☐ 04. Grazing
☐ 05. Industrial/Commercial
☐ 06. Recreational
☐ 07. Conservancy
☐ 08. Residential

06. UTILITIES AVAILABLE (R)

- ☐ 01. None
☒ 02. Electric
☐ 03. Underground Electric
☐ 04. Gas
☒ 05. Telephone
☐ 06. Cable TV
☐ 07. Other

07. CONVEYANCE OPTIONS (R)

- ☒ 01. Sell in Entirety
☐ 02. Will Divide
☐ 03. Build to Suit
☐ 04. Exchange
☐ 05. Lease
☐ 06. Leaseback
☐ 07. Other

07. ROAD FRONTAGE (R)

- ☐ 01. None
☐ 02. Unimproved Road
☐ 03. Private Road
☐ 04. Town/City Road
☐ 05. State Road
☐ 06. Interstate Road
☐ 07. High Visibility
☐ 08. Interstate Access
☐ 09. Paved Road
☐ 10. Paved Lot
☐ 11. Gravel Road
☐ 12. Dirt Road
☐ 13. City or Village
☒ 14. County
☐ 15. State
☐ 16. Interstate
☐ 17. Private
☒ 18. Township
☐ 19. Other

09. ZONING (R)

- ☒ 01. Residential - Single Family
☐ 02. Duplex
☐ 03. Multi Units
☐ 04. High Rise
☐ 05. Commercial/Industrial
☐ 06. Warehouse
☐ 07. Manufacturing-Light
☐ 08. Manufacturing-Heavy
☐ 09. General Business
☐ 10. Institutional
☐ 11. Recreational
☐ 12. Agricultural
☐ 13. Elderly Housing
☐ 14. Low Income Housing
☐ 15. Planned Unit Development
☐ 16. Other

10. MUNICIPALITY (R)

- ☐ 01. City
☒ 02. Town
☐ 03. Village

11. DOCUMENTS ON FILE (R)

- ☒ 01. Tax Bill
☐ 02. Survey
☐ 03. Prior Title Policy
☐ 04. Abstract
☐ 05. Subdivision Restrictions
☐ 06. Well Test
☐ 07. Septic Report
☐ 08. Flood Plain Letter

13. BUILDINGS INCLUDED (R)

- ☒ 01. None
☐ 02. Livable
☐ 03. Abandoned
☐ 04. Utility Building
☐ 05. Residence
☐ 06. Condemned
☐ 07. Horse Barn
☐ 08. Dairy Barn

DOCUMENTS ON FILE Continued

- ☐ 09. Appraisal
☐ 10. Leases
☐ 11. Deed Restrictions
☒ 12. Zoning
☐ 13. Perc Test
☐ 14. Boring Test
☐ 15. Mound System Approval
☐ 16. Boring Test - Basement
☐ 17. Building Restrictions
☒ 18. Topographic Maps
☐ 19. Subdivision Plot or Certified Survey Map
☐ 20. Legal Description
☐ 21. Monitoring Approval
☐ 22. None
☒ 24. Seller Condition Report
☐ 25. Other

12. TERMS/MISC

- ☐ 01. Land Contract
☐ 02. Owner May Assist
☐ 03. Rent/Option to Buy
☐ 04. 1031 Exchange
☐ 05. In foreclosure / REO
☐ 06. Short Sale
☐ 07. Auction

BUILDINGS INCLUDED Continued

- ☐ 09. Hay Barn
☐ 10. Hog Barn
☐ 11. Chicken House
☐ 12. Machine Shed
☐ 13. Shed
☐ 14. Grain Storage
☐ 15. Tobacco Shed
☐ 16. Milkhouse
☐ 17. Other

14. MISCELLANEOUS (R)

- ☐ 01. Existing Sidewalk
☐ 02. Existing Curbs & Gutters
☐ 03. Fenced
☐ 04. Mineral Rights Reserved
☐ 05. Other Lease(s)
☐ 06. Easements - Above Ground
☐ 07. Easements - Under Ground
☐ 08. Near Public Transit
☐ 09. Dock Service
☐ 10. Rail Siding
☐ 11. Near Recreation Area
☒ 12. Horses Permitted
☐ 13. Pier
☐ 14. Boat Slip
☐ 15. Boat Ramp
☐ 16. Buoy
☐ 17. Other

16. WATER/WASTE AVAILABLE (R)

- ☒ 01. No Water Presently
☐ 02. Water Municipal
☐ 03. Water Lateral to Lot Line
☐ 04. Well Shared Municipal
☐ 05. Well Shared Private
☐ 06. Well
☐ 07. Well Restricted Area
☐ 08. Point Well
☐ 09. Conventional Septic System
☐ 10. Mound Septic System
☐ 11. Holding Tank
☐ 12. Sewer
☐ 13. Sewer Lateral to Lot Line
☐ 14. None

20. MISCELLANEOUS FARM INFORMATION

- ☐ 01. 10-15 Stanchions
☐ 02. 16-20 Stanchions
☐ 03. 21-25 Stanchions
☐ 04. 26-30 Stanchions
☐ 05. 30+ Stanchions
☐ 06. Barn Cleaner - Berg
☐ 07. Barn Cleaner - Patz
☐ 08. 1 Silo
☐ 09. 2 Silos
☐ 10. 3 Silos
☐ 11. Milk - Stop Saver
☐ 12. Milk - Pipeline
☐ 13. Freestalls
☐ 14. Other

17. WATER/WASTE REQUIRED (R)

- ☐ 01. Water Municipal
☐ 02. Water Lateral to Lot Line
☐ 03. Well Shared Municipal
☐ 04. Well Shared Private
☐ 05. Well
☐ 06. Well Restricted Area
☐ 07. Point Well
☐ 08. On Site Septic System
☐ 09. Conventional Septic System
☐ 10. Mound Septic System
☐ 11. Holding Tank
☐ 12. Sewer
☐ 13. Sewer Lateral to Lot Line
☐ 14. None

21. OCCUPANCY (R)

- ☐ 01. Immediate
☐ 02. 1-15 Days
☐ 03. 16-30 Days
☐ 04. 31-45 Days
☐ 05. 46-60 Days
☐ 06. 61-90 Days
☐ 07. 91 Days or More
☒ 08. See Listing Broker

18. FARM TYPE

- ☐ 01. Beef
☐ 02. Dairy - A
☐ 03. Dairy - B
☐ 04. Tree
☐ 05. Tobacco
☐ 06. Horse
☐ 07. Crop
☐ 08. Veal
☐ 09. Other

15. DEVELOPMENT STATUS (R)

- ☒ 01. Raw Land
☐ 02. Site Planned
☐ 03. Site Plan Recorded
☐ 04. Rough Grade
☐ 05. Finished Lots
☐ 06. Building Permits
☐ 07. Other