

#### **MEMORANDUM**

TO: City of Racine Redevelopment Authority

FROM: Jordan Brown, RCEDC

DATE: June 6, 2015

SUBJECT: Brokerage Services, South Side Industrial Park

The purpose of the memorandum is to provide a summary timeline of events in the procurement of a real estate broker to market South Side Industrial Park (SSIP) and provide a summary of terms in the listing agreement.

#### **Background**

In 2015 a new strategy regarding the marketing the City of Racine's brownfield properties was under taken. With the hiring of RCEDC's new Brownfield Redevelopment Specialist, Jordan Brown, a new aggressive marketing campaign was commenced that included seeking brokerage services to list the City's brownfield sites that were ready for redevelopment.

#### **Timeline**

<u>June 2015.</u> A request for proposals was issued for the City owned and remediated former Jacobson-Textron site, now referred to as South Side Industrial Park.

<u>July 2015.</u> Four proposals were submitted for brokerage services. The proposals were then reviewed by the Racine Economic Development Advisory Committee (REDAC). The Recommendation of REDAC was to engage the services to Paul McBride and RFP Commercial Real Estate to market the site.

<u>April 2016.</u> Paul McBride was contacted to supply the City of Racine with a listing agreement for brokerage services for South Side Industrial Park.

May 2016. The listing agreement was edited and presented to the City.

#### **Conditions of the Listing Agreement**

- The term of the agreement is from July 1, 2016 to January 1, 2017
- The property will be listed for \$390,000

• The Broker's commission shall be eight percent (8%) of the gross selling price. For a co-brokered transaction, commission shall be (10%) of the gross selling price. In the event that Seller sells the property for One Dollar (\$1), Brooker's commission shall be based upon the asking price of Three Hundred, Ninety Thousand Dollars (\$390,000).

#### **Attachments**

• Paul McBride's proposal

# REQUEST FOR PROPOSAL REAL ESTATE BROKERAGE SERVICES



# **Southside Industrial Park Racine, Wisconsin**

# **Prepared for:**

Jordan Brown
Brownfield Redevelopment Specialist
City of Racine, Wisconsin

# Prepared by:

Paul McBride RFP Commercial, Inc.

RFP Commercial, Inc. 330 E. Kilbourn Ave. Suite 800 Milwaukee, WI 53202 Phone: 414.224.1200 Fax: 414.224.1022

www.rfpcommercial.com



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RFP Commercial, Inc. offers the most complete model to access prospective buyers and tenants and execute sale and lease transactions on behalf of its exclusive clients. RFP is one of the most seasoned transaction teams in Wisconsin. RFP Commercial is pleased to submit this overview of our company and its capabilities.

RFP Commercial has assembled a unique, multi-disciplinary organization of seasoned professionals who are uniquely qualified to provide maximum exposure on a local, regional and national basis. For this assignment, RFP will provide its superior expertise within industrial and investment disciplines of the marketplace. As a fiercely independent company, RFP Commercial has developed an association of strategic partners in every major city throughout the United States. This extensive network of professionals enables RFP to offer the very best in real estate service nationwide by utilizing only those professionals with superb experience, integrity and responsibility to our clients.



RFP Commercial was started in September 2002 by three of Milwaukee's most successful, experienced and respected brokers. Scott Revolinski, Bob Flood and Ned Purtell, all principals at other firms, left their positions to join forces and build a unique, multi-disciplinary team to provide maximum client benefit. While RFP may be a new identity, the three bring over 60 years of real estate knowledge to work each day. RFP Commercial is market-tested and extremely proud of its ability to deliver the best results possible for its clients. RFP's extensive list of clients will reference the firms' ability to conclude outstanding results in a beneficial and ethical manner.

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#### Paul F. McBride

pmcbride@rfpcommercial.com - (414) 224-9105

#### Expertise

Industrial Sales and Leasing Retail Sales and Leasing Exclusive Tenant Representation Services Land Acquisitions and Dispositions

#### Background

Paul McBride joined RFP Commercial in 2003. Currently he is involved in the leasing and sale of over 3,000,000 square feet of commercial space including high bay distribution facilities, manufacturing facilities, and land sales. Mr. McBride's focus includes landlord representation in



leasing space in Milwaukee and along the I-94 corridor between Wisconsin and Illinois. Paul also works with local and national developers in search of development sites. Mr. McBride has over 18 years of sales experience. Prior to his tenure at RFP, Paul headed the leasing department for a local commercial developer. Mr. McBride is a graduate of the University of Wisconsin-Milwaukee with a degree in Economics. Paul is a licensed salesperson in the State of Wisconsin, a member of The Commercial Association of Realtors- Wisconsin, and is currently working his way through the CCIM education program and plans on getting his designation this year.

#### **Education and Accreditation**

Mr. McBride graduated from University of Wisconsin- Milwaukee with a B.S. in Economics

#### **Affiliations**

Commercial Association of Realtors Wisconsin (CARW) National Association of Realtors Currently pursuing CCIM designation

#### Representative Clients

Braden Sutphin
Belarus Tractor
CenterPoint Properties
Spee Dee Manufacturing
Alliance Laundry Systems
Menomonee Valley Partners
HellermanTyton
Industrial Properties LLC
Master Z's
Jeld-Wen
R.B. Wagner Companies
Amarr Garage Door
Bax Global
Reinders

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	Client	Property	Size	Date
1	Burke Properties	Leon Road	7.7 acres	Jun-15
2	Burke Properties	Old Orchard Road & Nightingale Way Menomonee Falls	12.99 acres	Oct-14
3	Burke Properties	N84 W13480 Leon Road Menomonee Falls	33,600 SF	Oct-13
4	CenterPoint Properties	Airport Industrial Park Portfolio Milwaukee	210,997 SF	Jun-14
5	CenterPoint Properties	Lot 6 (Racine Metal Fab) Yorkville, WI Grandview Corporate Park	14.34 acres	Jun-10



# **Professional References**



#### Mr. Doug Weas

President 10400 Innovation Dr. Suite 220 Wauwatosa, WI 53226 414-276-5555



#### Mr. Peter Jonas

VP Operations 7930 N. Faulkner Road Milwaukee, WI 53212 414-362-8357



#### Mr. Thomas F. Philbin

Vice President 1808 Swift Drive Oak Brook, IL 60523 630-586-8270



#### Mr. Bob Wagner

CFO 10600 West Brown Deer Rd. Milwaukee, WI 53224 414-214-8370

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#### Mr. Leif Nasheim

Berghammer Construction 4750 N. 132nd Street Butler, WI 53007 262-790-4750 x109



#### Mr. James Lewis

Director of Product Development 950 North Bend Drive North Liberty, IA 52317



#### Mr. Bernard J. Kearney III

Attorney 411 E. Wisconsin Ave. #2040 Milwaukee, WI 53202 414-227-5000



RFP Commercial, Inc. is providing this Proposal for Real Estate Brokerage Services the RDA, City of Racine, Wisconsin for the properties identified as Southside Industrial Park in Racine, Wisconsin. It is the primary goal of RFP to accurately depict the value of the property and to outline a marketing plan for the sale of the properties upon terms and conditions acceptable to the owners.

At RFP Commercial, our industrial team's survey of the current market conditions for the Racine area, which is a part of the Racine submarket and located just north of Kenosha and south of Milwaukee is generally positive. With all the low vacancy rates, companies will have to start considering new development. Unfortunately for the Southside Industrial Park, more attention has been given to the interstate.



**Location:** Southside Industrial Park

1800 Memorial Drive, Racine, WI 53403 1730 Phillips Avenue, Racine, WI 53403 1701 De Koven Avenue, Racine, WI 53403 1623 De Koven Avenue, Racine, WI 53403

Land Area: 14.03 acres

Zoning: I-2

**Tax Key Numbers:** 276000016850012, 276000016850010, 276000016853002,

276000016853001

**2014 Assessment:** \$0

**2014 Property Taxes:** \$0

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**OVERVIEW OF PROPERTY** 



Real Estate.
Real Solutions.

# **Marketing**

**Property Survey:** A detailed property survey is the first step to successfully marketing any listing. To that end, we believe it is vital to achieve expert knowledge of our entire inventory of listings in order to best serve our clients. We will thoroughly tour the premises to familiarize ourselves with your asset and its features, collect and review existing reports and plans, and take interior and exterior photographs for marketing purposes.

Industry Tours: Small and/or large group format focused on active local brokers.

**Telephone Prospecting:** Telephone prospecting using RFP's existing database and our CRM software. This database tracks over 13,000 users in Metro Milwaukee. Through this database we can identify prospective purchasers who have the key characteristics (upcoming lease expiration date, similar square footage leased, etc.), which would make them prime candidates for the building.

**Targeted Mail/Email Campaign:** Mail and the internet are valuable tools that will be used to compliment our telephone and physical canvassing to keep your building at the forefront of possible prospect minds. Targeted emails as well as regular mailers will be sent to local companies on a frequent basis.

**Physical Prospecting:** The canvassing of all competing properties in the surrounding submarkets is the key to identifying possible purchasers as well as keep the owner abreast of the current market conditions.

**Xceligent (MLS):** The building will be entered into the Xceligent database of available properties and accessed by commercial brokers and potential purchasers. This is an online database tool that area brokers access when representing buyers looking for new opportunities.

**Project Signage:** Project signs will be placed on the property. These signs contain key information regarding the property and the names of listing brokers to ensure all inquires are directed appropriately.

Marketing Activity Report: RFP Commercial will provide a detailed marketing report for the ownership on an as needed basis. This report will contain a list of active prospects and their status as well as an update of the current market conditions. Consistent communication is the key to an efficient and effective landlord/broker relationship and encourage the owner to call with any and all questions he or she may have during the disposition process.

Advertising: Highlighted advertisements may be published in the local business and real estate journals featuring the property on an as needed basis. These publications may include the Milwaukee Journal Sentinel, Milwaukee Business Journal, Small Business Times and CNI (Community Newspapers).

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# Marketing

#### CUSTOM MARKETING MATERIALS

Not every client fits in the same template

From portfolios profiles to postcards, RFP takes time to ensure that our marketing efforts accurately reflect the client, their assets and their unique real estate requirements.



#### MARKET EXPERTISE OBJECTIVE

You're only as good as the information you have

In-house data, collected through municipal and database research, canvassing, cold-calling and networking, together with an extensive CRM database allows RFP to track virtually every deal and comp in the marketplace.

# STRATEGIC PARTNERSHIPS

An independent company with countless resources

Through years of experience, RFP has formed strategic partnerships with consultants ranging in expertise from equipment specialists, engineers and professional photographers to lenders and financial advisors in an effort to best serve every client's needs.





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# **Market Approach**

# Market Sale Value

Total Value Range: \$350,750 - \$364,780 Price Per Acre: \$25,000 - \$26,000

To determine an estimate of a property's value, RFP Commercial thoroughly examines recent comparable transaction data along with currently listed market inventory. While more weight is traditionally given to completed transaction sale comparisons, the real estate environment currently existing requires more reliance on a true combination of both sales and current listings to best determine value.

The property itself is approximately 14.03 acres. Its location in downtown Racine presents a challenge, companies are looking to relocate closer to the interstate.

The Comparable Recent Sales Transactions that relate to the site are as follows:

- 1. 1518 S. 124th, Franksville, WI \$26,041/acre
- 2. SE of County Line Rd and 288th Ave \$13,785/acre
- 3. 10630 Green Bay Rd, Pleasant Prairie, WI \$18,628/acre
- 4. SW Durand Ave and S. Memorial Drive \$8,707/acre
- 5. 11514 Richmond Rd, Randall, WI \$18,132/acre



# **RECENT COMPARABLE SALES**

List of follow

#### NE of 75th St and 141st Ave

#### Bristol, WI 53104 | Kenosha County | SE-Kenosha Market

Sale Date: 08/15/2013 Sale Price: \$425,000.00 (Public Record)

Price/Acre: \$5.664.40 Price/SF: \$0.13

Days On Market: - -

Conditions: Proposed Prop Use: - -

Buyer Company: SMMFLP Limited Partnership

Type: Lnd Lot Size: 75.03 AC Lot Size SF: 3,268,307 SF Lot Shape: Irregular

Has Rail: - -

Topography: - -

Zoning: - -Parcel #: 03-121-01-301-300

Seller Company: Kleege Enterprises dba Gaha Bristol -

Kenosha

# NW of Allis Ave and N Raymor Ave Land - NW of Allis Ave and N Raymor Ave

Franksville, WI 53126 | Racine County | SE-Racine Market

Sale Date: 06/25/2014 Sale Price: \$315,000.00 (Public Record)

Price/Acre: \$66,176.47 Price/SF: \$1.51 Days On Market: - -

Conditions:

Proposed Prop Use: M-3

Buyer Company: Sean E & Judy A Devine

Topography: - -Has Rail: - -

Type: Lnd

Lot Size: 4.76 AC

Lot Size SF: 207,346 SF

Lot Shape: Irregular

Zoning: M-3 Parcel #: 010042012035163, 010042012035162

Seller Company: Jeffrey A & Mary Ann Slavin

#### 1518 S 124th St

## Franksville, WI 53126 | Racine County | SE-Racine Market

Sale Date: 01/31/2013 Sale Price: \$125,000.00 (Public Record) Price/Acre: \$26,041.66

Price/SF: \$0.59 Days On Market: - -

Conditions: Proposed Prop Use: - -

Buyer Company: DNE Enterprises LLC

Type: Lnd Lot Size: 4.80 AC Lot Size SF: 209,088 SF Lot Shape: Irregular

Topography: - -

Has Rail: - -Zoning: - -

Parcel #: 012 042107026020 Seller Company: Patrick D Moczynski

# SE of County Line Rd and 288th Ave Land - SE of County Line Rd and 288th Ave

#### Kansasville, WI 53139 | Kenosha County | SE-Racine Market

Sale Date: 07/11/2014 Sale Price: \$135,000.00 (Public Record)

Buyer Company: Jeffrey L & Jane A Soderquist

Price/Acre: \$13,789.58 Price/SF: \$0.31 Days On Market: - -

Conditions: Proposed Prop Use: - -

Type: Lnd Lot Size: 9.79 AC Lot Size SF: 426,452 SF Lot Shape: Rectangular Topography: - -

Has Rail: - -

Zoning: - -Parcel #: 30-422-00-510-130

Seller Company: Jason J & Amy M Riehle









#### NE of 60th St and 88th Ave

#### Kenosha, WI 53140 | Kenosha County | SE-Kenosha Market

Sale Date: 08/15/2013

Sale Price: \$900,000.00 (Public Record)

Price/Acre: **\$176,470.58**Price/SF: **\$4.05**Days On Market: - -

Conditions: Proposed Prop Use: - -

Buyer Company: Magnet Distributors LLC

Type: Lnd Lot Size: 5.10 AC Lot Size SF: 222,156 SF Lot Shape: Irregular

Has Rail: - - Zoning: - -

Topography: - -

Parcel #: 08-222-33-301-021, 80-4-222-333-0270, 08-

222-33-30

Seller Company: Zaid Investment Group Inc

#### SW of Hwy 20 and SE Frontage Rd

#### Mount Pleasant, WI 53406 | Racine County | SE-Racine Market

Sale Date: 04/01/2015 Sale Price: \$775,000.00 (Verified) Price/Acre: \$73,669.20

Price/SF: **\$1.69**Days On Market: - -

Conditions: Proposed Prop Use: **B-P** 

Buyer Company: Brooks Incorporated

Type: Lnd
Lot Size: 10.52 AC
Lot Size SF: 458,251 SF
Lot Shape: Irregular
Topography: - -

Has Rail: - -Zoning: **B-P** 

Parcel #: 151032218020020

Seller Company: RD Racine LLC

#### SW of Durand Ave and Oakes Rd - 7801 Durand Ave

#### Mount Pleasant, WI 53401 | Racine County | SE-Racine Market

Sale Date: 08/22/2014 Sale Price: \$745,000.00 (Public Record)

Price/Acre: \$17,325.58 Price/SF: \$0.39

Days On Market: 1038

Conditions:
Proposed Prop Use: **M-1** 

Buyer Company: Phoenix Durand LLC

Type: Lnd
Lot Size: 43.00 AC
Lot Size SF: 1,873,080 SF
Lot Shape: Irregular

Has Rail: - -Zoning: **M-1** 

Topography: - -

Parcel #: 151-03-22-27-001-000

Seller Company: Sinb Group North American Investment

LLC

#### 21106 W 6 Mile Rd

# Norway, WI 53126 | Racine County | SE-Racine Market

Sale Date: 04/11/2014

Sale Price: \$367,500.00 (Public Record)

Price/Acre: \$18,375.00 Price/SF: \$0.42 Days On Market: - -

Conditions:
Proposed Prop Use: M-3

Proposed Prop Use: M-3

Buyer Company: DBDS Holdings LLC

Lot Size: 20.00 AC Lot Size SF: 871,200 SF Lot Shape: Rectangular Topography: - -

Type: Lnd

Has Rail: - -Zoning: **M-3** 

Parcel #: 010042012035220, 010042003522320

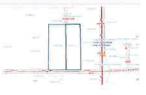
Seller Company: Susan L Arendt Trust











#### 10630 Green Bay Rd - 10630 Green Bay Rd

#### Pleasant Prairie, WI 53158 | Kenosha County | SE-Kenosha Market

 Sale Date: 12/17/2014
 Type: Lnd

 Sale Price: \$250,000.00 (Public Record)
 Lot Size: 13.42 AC

 Price/Acre: \$18,628.91
 Lot Size SF: 584,574 SF

 Price/SF: \$0.42
 Lot Shape: Flag

 Days On Market: - Topography: - 

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Conditions: Has Rail -- Proposed Prop Use: **PUD** Zoning: **PUD** 

Parcel #: 92-4-122-272-0402, 92-4-122-272-0406

Buyer Company: Golden Green Properties LLC Seller Company: Colerget Group LP

#### Riverview Corporate Park, Building F - 11210 122nd St

Pleasant Prairie, WI 53158 | Kenosha County | SE-Kenosha Market

 Sale Date: 08/11/2014
 Type: Lnd

 Sale Price: \$4,200,000.00 (Public Record)
 Lot Size: 297.26 AC

 Price/Acre: \$14,129.04
 Lot Size SF: 12,948,645 SF

 Price/SF: \$0.32
 Lot Shape: Irregular

 Days On Market: - Topography: - 



Conditions: Has Rail: - Proposed Prop Use: RS-2 Zoning: RS-2

Parcel #: 92-4-122-303-0101 92-4-122-312-0150 92-4-

122-312

Seller Company: Kathleen M Johnson

#### NW of 74th St and 88th Ave (St Hwy H)

Buyer Company: Riverview Group LLC

#### Pleasant Prairie, WI 53142 | Kenosha County | SE-Kenosha Market

 Sale Date: 12/11/2013
 Type: Lnd

 Sale Price: \$701,100.00 (Public Record)
 Lot Size: 3.91 AC

 Price/Acre: \$179,309.46
 Lot Size SF: 170,320 SF

 Price/SF: \$4.11
 Lot Shape: Irregular

 Days On Market: - Topography: - 



Conditions: Has Rail: -Proposed Prop Use: -- Zoning: --

Parcel #: 91-4-122-054-0319, 91-4-122-054-0320

Buyer Company: My Sunshine Real Estate LLC Seller Company: 91st & Hwy 50 LLC

# 233 Lake Ave Racine, WI 53403-1015 | Racine County | SE-Racine Market

 Sale Date: 12/12/2014
 Type: Lnd

 Sale Price: \$1,575,000.00 (Verified)
 Lot Size: 3.54 AC

 Price/Acre: \$444,915.25
 Lot Size SF: 154,290 SF

 Price/SF: \$10.20
 Lot Shape: Irregular

 Days On Market: - Topography: - 

Conditions: Soil Contamination; Government Has Rail: -Proposed Prop Use: **B4** Zoning: **B4** 

Parcel #: 27600000050001

Buyer Company: Redevelopment Authority of the City of Seller Company: Wisconsin Electric Power Company

Racine







1340 Kewaunee St

Racine, WI 53404 | Racine County | Milwaukee Market

Sale Date: 06/06/2014

Sale Price: \$175,000.00 (Public Record)

Price/Acre: \$58,333.33 Price/SF: \$1.33 Days On Market: - -

Conditions: Proposed Prop Use: - -

Buyer Company: John P & Mary A Barnes

Type: Lnd Lot Size: 3.00 AC Lot Size SF: 130,680 SF Lot Shape: Irregular Topography: - -

> Has Rail: - -Zoning: - -

Parcel #: 27600002112700

Seller Company: Racine Railroad Products Inc

SW of Durand Ave and S Memorial Dr

Racine, WI 53403 | Racine County | SE-Racine Market

Sale Date: 06/25/2013 Sale Price: \$112,500.00 (Public Record)

Price/Acre: \$8,707.43 Price/SF: \$0.19 Days On Market: - -

Conditions: Proposed Prop Use: M-1

Buyer Company: Gleason Redimix Inc

Type: Lnd Lot Size: 12.92 AC Lot Size SF: 562,795 SF Lot Shape: Irregular

Has Rail: - -

Topography: - -

Zoning: M-1

Parcel #: 151032329056000, 151032329056070 Seller Company: Sniknej Inc & JJJ Holdings LLC

NW of Kinzie Ave & S Airline Rd - NW of Kinzie Ave and S Airline Rd

Racine, WI 53406 | Racine County | SE-Racine Market

Sale Date: 04/17/2012 Sale Price: \$450,000.00 (Public Record)

Price/Acre: \$76,013.51 Price/SF: \$1.74

Days On Market: - -

Conditions: Bankruptcy/Foreclosure

Proposed Prop Use: - -

Buyer Company: Citizens Bank of Mukwonago

Type: Lnd

Lot Size: 5.92 AC Lot Size SF: 257,875 SF Lot Shape: Rectangular

Topography: - -

Has Rail: - -Zoning: - -

Parcel #: 151 032215145080, 151 032215145010, 151

0322151450

Seller Company: Patrick N Nelson

11514 Richmond Rd Randall, WI 53181 | Kenosha County | SE-Kenosha Market

Sale Date: 12/31/2013

Sale Price: \$671,800.00 (Public Record)

Price/Acre: \$18,132.25 Price/SF: \$0.41 Days On Market: - -

Conditions: Proposed Prop Use: - -

Buyer Company: Irving One LLC

Type: Lnd Lot Size: 37.05 AC Lot Size SF: 1,613,898 SF Lot Shape: Irregular Topography: - -

Has Rail: - -

Parcel #: 60-4-119-304-0405 Seller Company: Shadow Hill Ranch LLC

Zoning: - -



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26901 75th St

Type: Lnd

Lot Size: 5.59 AC

Lot Size SF: 243,500 SF

Lot Shape: Irregular

Salem, WI 53168 | Kenosha County | SE-Kenosha Market

Sale Date: 10/29/2012

Sale Price: \$225,000.00 (Public Record) Price/Acre: \$40,250.44

Price/SF: \$0.92

Days On Market: - -

Conditions: Airport Noise and Proximity; REO/Bank

**Owned Sale** 

Proposed Prop Use: - -

Has Rail: - -Zonina: - -

Topography: - -

Parcel #: 65-4-120-091-0242 Seller Company: Southport Bank NA

Buyer Company: DNT Properties LLC

9502 Washington Rd - 9502 Washington Rd

Sturtevant, WI 53177 | Racine County | SE-Racine Market

Sale Date: 04/17/2015 Sale Price: \$250,000.00 (Public Record)

Price/Acre: \$34,246.57 Price/SF: \$0.78 Days On Market: - -

Conditions: Proposed Prop Use: C2

Buyer Company: Trout Slayer Worldwide LLC

Type: Lnd

Lot Size: 7.30 AC Lot Size SF: 317,988 SF Lot Shape: Irregular Topography: - -

> Has Rail: - -Zoning: C2

Parcel #: 181032216130120, 181032216130110 Seller Company: Federal Deposit Insurance Corporation

Enterprise Business Park Bldg II - NW of Hwy 11 and West Rd

Sturtevant, WI 53177 | Racine County | SE-Racine Market

Sale Date: 02/18/2015 Sale Price: \$1,837,700.00 (Public Record)

Price/Acre: \$22,856.96 Price/SF: \$0.52

Days On Market: - -

Type: Lnd Lot Size: 80.40 AC

Lot Size SF: 3,502,224 SF Lot Shape: Irregular

Topography: - -

Conditions: Proposed Prop Use: M-1 Has Rail: - -Zoning: M-1

Parcel #: 181032220027100, 181032220027200, 181032220027300

Buyer Company: Ashley Enterprise LLC Seller Company: Ronald J Hoegsted

2614 West Rd

Sturtevant, WI 53177 | Racine County | SE-Racine Market

Sale Date: 02/12/2015 Sale Price: \$1,400,000.00 (Public Record)

Price/Acre: \$35,000.00 Price/SF: \$0.80

Days On Market: - -

Conditions: Proposed Prop Use: BP

Buyer Company: Ashley Enterprise LLC

Type: Lnd Lot Size: 40.00 AC

Lot Size SF: 1,742,400 SF Lot Shape: Rectangular

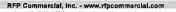
Topography: - -

Has Rail: - -Zoning: BP

Parcel #: 181032220027010 181032220027000 Seller Company: Racine Zoological Society Inc

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#### SW of Rayne Rd and Wisconsin St

#### Sturtevant, WI 53177 | Racine County | SE-Racine Market

Sale Date: 03/29/2013

Sale Price: \$110,000.00 (Public Record) Price/Acre: \$28,061.22

Price/SF: \$0.64 Days On Market: - -

Proposed Prop Use: --

Conditions:

Has Rail: - -Zoning: - -

Parcel #: 181032216037002

Seller Company: Dandee Real Estate LLC

# 2959 Enterprise Dr

#### Sturtevant, WI 53177 | Racine County | SE-Racine Market

Buyer Company: All One Storage - Sturtevant LLC

Sale Date: 03/01/2013 Sale Price: \$192,509.00 (Public Record)

Price/Acre: \$12,427.95 Price/SF: \$0.28

Days On Market: - -

Conditions: Proposed Prop Use: - -

Type: Lnd Lot Size: 15.49 AC Lot Size SF: 674,744 SF Lot Shape: Irregular Topography: - -

Type: Lnd

Lot Size: 3.92 AC

Lot Size SF: 170,755 SF

Topography: - -

Lot Shape: Rectangular

Has Rail: - -Zoning: - -

Parcel #: 181032221006020, 181032221004040

Buyer Company: Olive Sturtevant Land LLC Seller Company: M&I Regional Properties LLC

#### 4603 Wind Lake Rd

#### Union Grove, WI 53182 | Racine County | SE-Racine Market

Sale Date: 08/19/2013

Sale Price: \$357,000.00 (Public Record)

Price/Acre: \$27,461.53 Price/SF: \$0.63 Days On Market: - -

Conditions: Proposed Prop Use: - -

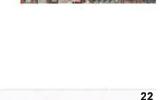
Buyer Company: Aerway Leasing LLC

Type: Lnd Lot Size: 13.00 AC Lot Size SF: 566,280 SF Lot Shape: Irregular

Topography: - -

Has Rail: - -Zoning: - -

Parcel #: 010042027015000 Seller Company: Lorraine Fluegge









				Sales Tre	end Analysis -	Land Proper	rty		
Sale Year		Sale Quarter	# of Sales	Total Volume	Total Acres	Total SF	Average \$/Ac.	Average \$/SF	Average Sold SF
	2013	3	3	\$1,682,000.00	93.13	4,056,743	\$18,060.78	\$0.41	1,352,247
		4	2	\$1,372,900.00	40.96	1,784,218	\$33,518.07	\$0.77	892,109
Subtotal			5	\$3,054,900.00	134.09	5,840,961	\$22,782.46	\$0.52	1,168,192
	2014	2	3	\$857,500.00	27.76	1,209,226	\$30,889.77	\$0.71	403,075
		3	3	\$5,080,000.00	350.05	15,248,177	\$14,512.21	\$0.33	5,082,725
		4	2	\$1,825,000.00	16.96	738,864	\$107,606.13	\$2.47	369,432
Subtotal			8	\$7,762,500.00	394.77	17,196,267	\$19,663.35	\$0.45	2,149,533
	2015	1	2	\$3,237,700.00	120.40	5,244,624	\$26,891.20	\$0.62	2,622,312
		2	2	\$1,025,000.00	17.82	776,239	\$57,519.64	\$1.32	388,119
Subtotal			4	\$4,262,700.00	138.22	6,020,863	\$30,839.97	\$0.71	1,505,215
Totals			17	\$15,080,100.00	667.08	29,058,091	\$22,606.13	\$0.52	1,709,299
	Rer	ort Sumary				(	Graphs		

# of Properties: 17

Lot Size Acres Range: 3.00 Ac. - 297.26 Ac.

Lot Size SF Range: 130,680 SF - 12,948,645 SF

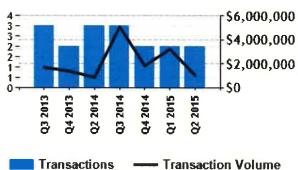
Sale Price Range: \$135,000.00 - \$4,200,000.00

PSF Range: \$0.13 - \$10.20

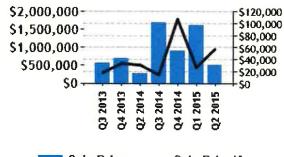
Sale Date Range: 08/15/2013 - 04/17/2015

Days on Market Range: 1,038 days





# Sale Price Analysis









# **COMPETING INDUSTRIAL PROPERTIES FOR SALES**

List of follow

# **Aerial Map**



Address	City, State Zip	Number on report
2664 Teut Rd	Burlington, WI 53105	1
4829 E Frontage Rd E	Caledonia, WI 53108	2
NE of Dunkelow Rd and Nicholson	Caledonia, WI 53108	3
SE of 4 Mile Road and Frontage Road	Caledonia, WI 53126	4
NE of 16th Street and 90th Street	Mount Pleasant, WI 53177	5
11409 Washington Ave	Mount Pleasant, WI 53177	6
3015 Chicory Rd	Mount Pleasant, WI 53403	7
NW of County Highway J and Highway 36	Racine, WI 53402	8
NW of Hwy 20 and Hwy 31	Racine, WI 53406	9
NW of Durand Ave and Roosevelt Ave	Racine, WI 53406	10
NW of DeKoven Ave and S Memorial Dr	Racine, WI 53403	11
Highway 20 and Interstate 94	Racine, WI 53403	12
1748 S Green Bay Rd	Racine, WI 53406	13
5 Mile and 5 1/2 Mile	Raymond, WI 53126	14
NW of Highway 20 and Renaissance Blvd	Sturtevant, WI 53177	15



# Aerial Map



Address	City, State Zip	Number on report	
10500-10580 Durand Ave	Sturtevant, WI 53177	16	
SE of Highway 94 and Highway 20	Sturtevant, WI 53117	17	



#### 2664 Teut Rd



City/County: Burlington / Racine State/Zip: WI, 53105

Property Type: Lnd / Ind-Other

Lot Size Ac: 10.00 Ac. Lot Size SF: 435,600 SF

Divisible: **Yes**Frontage: - Depth: - -

Zoning: I-1 Rail: - - Min Div Ac.: - Max Contig Ac.: 10.00 Ac.
Lease Rate: - - -

Lease Rate/Ac: - Sale Price: \$900,000
Price/SF: \$2.07/SF
Price/Ac: \$90,000.00 /Ac.

#### **Listing Notes:**

Located across the street from Menards and Lynch Down the street from Walmart Close to Burlington Bypass 12,200 VPD on Milwaukee Avenue Entire parcel including church, could be available.

# 4829 E Frontage Rd E



City/County: Caledonia / Racine State/Zip: WI, 53108

Property Type: Lnd / Mixed Use

Lot Size Ac: **4.40 Ac.** Lot Size SF: **191,664 SF** 

> Frontage: - -Depth: - -Zoning: - -Rail: - -

Divisible: Yes

Min Div Ac.: **4.40 Ac.**Max Contig Ac.: **4.40 Ac.**Lease Rate: - - Lease Rate/Ac: - -

Sale Price: \$250,000 Price/SF: \$1.30/SF Price/Ac: \$56,818.18 /Ac.

#### **Listing Notes:**

A Great Development Opportunity, Site provides coveted I-94 corridor frontage, The interchange that this parcel is off of (Highway K) is going to be rebuilt as part of the I94 project. This will include the ramps and frontage roads, Additional land may be available, Holding tank and well will be necessary at this time

## Caledonia Business Park Lot 3 - NE of Dunkelow Rd and Nicholson



City/County: Caledonia / Racine State/Zip: WI, 53108

Property Type: Lnd / Ind-Mfg Lot Size Ac: 5.00 Ac. Lot Size SF: 217,800 SF

Frontage: - Depth: - Zoning: M-2

Divisible: No

Rail: Union Pacific

Min Div Ac.: - 
Max Contig Ac.: 5.00 Ac.

Lease Rate: - - 
Lease Rate/Ac: - 
Sale Price: \$261,360

Sale Price: \$261,360 Price/SF: \$1.20/SF Price/Ac: \$52,272.00 /Ac.

#### **Listing Notes:**

Tax Increment Financing (TIF) District - Funded State, County, & Municipal incentives available for qualifying businesses. Diverse skilled and unskilled labor force. Gateway Technical College Co-Op Training Programs. Union Pacific Rail Road accessed via Business Park expansion.

#### 4 Mile Road & Frontage Road - SE of 4 Mile Road and Frontage Road



City/County: Caledonia / Racine State/Zip: WI, 53126

Property Type: Lnd / Mixed Use

Lot Size Ac: **187.60 Ac.** Lot Size SF: **8,171,856 SF** 

Divisible: **Yes**Frontage: - Depth: - Zoning: **B-3 & A-2** 

Rail: - -

Min Div Ac.: - 
Max Contig Ac.: 187.60 Ac.

Lease Rate: - - 
Lease Rate/Ac: - -

Sale Price: Negotiable

Price/SF: - Price/Ac: - -

#### **Listing Notes:**

Site has great access and visibility from I-94 / Hwy 41

One of the largest land assemblages north of the WI / IL border on I-94 corridor

This highly visible parcel of land is located on an interchange that is under reconstruction that will result in superb access

#### **NE of 16th Street and 90th Street**



City/County: Mount Pleasant / Racine State/Zip: WI, 53177 Property Type: Lnd / Ind-Mfg Lot Size Ac: 4.95 Ac. Lot Size SF: 215,622 SF

Divisible: - Frontage: - Depth: - Zoning: M1

Rail: - -

Min Div Ac.: 4.95 Ac. Max Contig Ac.: 4.95 Ac. Lease Rate: - - - -Lease Rate/Ac: - -

Sale Price: \$299,715 Price/SF: \$1.39/SF Price/Ac: \$60,548.48 /Ac.

#### **Listing Notes:**

Site is located within the Mount Pleasant Tax Incremental District (TID). State, County, & Municipal incentives available for qualifying businesses. Diverse skilled and unskilled labor force. Gateway Technical College Co-Op Training Programs. Corporate Neighbors include: Badger Meter/Racine Federated, Cree Inc., Horizon Retail Construction, Putzmeister, S.C. Johnson, Sealed Air Corp.

#### 11409 Washington Ave



City/County: **Mount Pleasant / Racine** State/Zip: **WI, 53177**  Property Type: Lnd / Ret-General

Lot Size Ac: **11.19 Ac.** Lot Size SF: **487,436 SF** 

Divisible: - Frontage: - Depth: - -

Zoning: Agricultural Urban Holding

Rail: - -

Min Div Ac.: 11.19 Ac.
Max Contig Ac.: 11.19 Ac.
Lease Rate: - - - Lease Rate/Ac: - -

Sale Price: \$150,000 Price/SF: \$0.31/SF Price/Ac: \$13.404.83 /Ac.

#### Listing Notes:

11.19 Acres m/l along State Highway 20 in Mt. Pleasant. These parcels are identified in the Village of Mt. Pleasant's Long Range Plan for future Limited Commercial & Services use and offer high visibility. Municipal sewer and water are available. The property is being sold "As Is". Buyer's should rely solely upon their own inspection. The structures on the site have been vacated. Additionally, there are concrete foundations on the site and a sewage holding tank that will need to be removed by the Buyer.



# 3015 Chicory Rd



City/County: Mount Pleasant / Racine State/Zip: WI, 53403

Property Type: Lnd / Ind-Mfg

Lot Size Ac: 80.55 Ac. Lot Size SF: 3,508,758 SF

Divisible: Yes Frontage: - -

> Depth: - -Zoning: M-1 Rail: - -

Min Div Ac.: - -

Max Contig Ac.: 80.55 Ac. Lease Rate: - - -

Lease Rate/Ac: - -Sale Price: \$966,000 Price/SF: \$0.28/SF

Price/Ac: \$11,992.55 /Ac.

#### **Listing Notes:**

The property offers long-term industrial development potential in accordance with the village's 2030 Master Plan. The property is situated near South Memorial Drive, an industrial corridor housing numerous manufacturing and warehouse/distribution tenants. Access from the site to I-94 is via State Highway 11 or County Highway KR. Limited costs to hold parcels. Future industrial park development. Low vacancy in the Racine industrial market. Potential short-term income by renting land for agricultural production. Prime location to service greater Racine and Kenosha areas, with Chicago

## NW of County Highway J and Highway 36



City/County: Racine / Racine State/Zip: WI, 53402

Property Type: Lnd / Res-SF Lot Size Ac: 4.48 Ac. Lot Size SF: 195.149 SF

Divisible: Yes Frontage: - -Depth: - -

> Zoning: R4- PUD Rail: - -

Min Div Ac.: 4.48 Ac. Max Contig Ac.: 4.48 Ac. Lease Rate: - - -Lease Rate/Ac: - -

> Sale Price: \$499,000 Price/SF: \$2.56/SF

Price/Ac: \$111,383.93 /Ac.

#### **Listing Notes:**

Excellent visibility on Hwy 36

Easy access to the growing communities of Burlington, Rochester and Waterford in western Racine County Residential condo land was planned for expansion of condo project

# Village Square Drive - NW of Hwy 20 and Hwy 31



City/County: Racine / Racine State/Zip: WI, 53406

Property Type: Lnd / Mixed Use Lot Size Ac: 5.00 Ac.

Lot Size SF: 217,800 SF

Divisible: - -Frontage: - -Depth: - -Zoning: AUH Rail: - -

Min Div Ac.: 4.50 Ac. Max Contig Ac.: 4.50 Ac. Lease Rate: - - -Lease Rate/Ac: - -

Sale Price: \$595,000 Price/SF: \$3.04/SF

Price/Ac: \$132,222.22 /Ac.

#### **Listing Notes:**

Just West of Hwy 20/31 on one of Racine's best retail corners. Adjacent to extremely successful Village Center, shopping center that includes tenant such as Kohl's, Starbucks, Panera, Noodles and Co, and Chipolte. The village of Mount Pleasant is receptive to developer ideas, designs, and has strong demographics.

# Prime Outlot Parcels Regency Mall - NW of Durand Ave and Roosevelt Ave



City/County: Racine / Racine State/Zip: WI, 53406 Property Type: Lnd / Ret-Freestanding

Lot Size Ac: **7.65 Ac.**Lot Size SF: **333,234 SF** 

Divisible: - Frontage: - Depth: - Zoning: **B2**Rail: - -

Min Div Ac.: 2.50 Ac.

Max Contig Ac.: 7.65 Ac.

Lease Rate: - - - 
Lease Rate/Ac: - -

Sale Price: \$2,640,000 Price/SF: \$7.92/SF Price/Ac: \$345,098.04 /Ac.

**Listing Notes:** 

Two desirable outlot parcels adjacent to the very dynamic Regency Mall in Racine. One parcel, situated on Durand Ave, in approximately 2.5 acres. The other parcel is approximately 5.153 acres. The 2.5 acre parcel would be idea for a small strip center, a casual theme restaurant, or medical use. The 5.153 acre parcel would be ideal for apartments, assisted living, or office.

#### Southside Industrial Park - NW of DeKoven Ave and S Memorial Dr

11

City/County: Racine / Racine State/Zip: WI, 53403 Property Type: Lnd / Raw Land Lot Size Ac: 8.00 Ac. Lot Size SF: 348,480 SF

Divisible: **Yes**Frontage: - Depth: - Zoning: - Rail: - -

Min Div Ac.: - 
Max Contig Ac.: 8.00 Ac.

Lease Rate: - - 
Lease Rate/Ac: -

Sale Price: \$280,000 Price/SF: \$0.80/SF Price/Ac: \$35,000.00 /Ac.

Listing Notes:

25% down payment with deferral of the remaining principal for ten years with no interest. Low, fixed-rate land financing available. Local, state and Federal financing programs available for fixed asset and working capital from the Racine County Economic Development Corporation.

# Highway 20 & Interstate 94 - Highway 20 and Interstate 94

12

City/County: Racine / Racine State/Zip: WI, 53403 Property Type: Lnd / Ind-Mfg
Lot Size Ac: 46.50 Ac.
Lot Size SF: 2,025,540 SF
Divisible: No
Frontage: - -

rontage: - -Depth: - -Zoning: IL-1 Rail: - - Min Div Ac.: 8.12 Ac.

Max Contig Ac.: 8.12 Ac.

Lease Rate: Negotiable - 
Lease Rate/Ac: Negotiable

Sale Price: \$108,900

Price/SF: \$0.31/SF

Price/Ac: \$13,411.33 /Ac.

Listing Notes:

Centrally located in Southeastern Wisconsin with access to an excellent supply of high quality, productive labor Zoned for light manufacturing, distribution, assembly and R&D Direct, congestion-free access to Interstate 94 Competitive land cost for Interstate frontage property



# 1748 S Green Bay Rd





City/County: Racine / Racine State/Zip: WI, 53406

Property Type: Lnd / Res-MUH

Lot Size Ac: 9.83 Ac. Lot Size SF: 428,195 SF

Divisible: - -Frontage: - -Depth: - -Zoning: RM-2

Rail: - -

Min Div Ac.: 9.83 Ac. Max Contig Ac.: 9.83 Ac. Lease Rate: - - -Lease Rate/Ac: - -

Sale Price: \$840,000 Price/SF: \$1.96/SF Price/Ac: \$85,452.70 /Ac.

#### **Listing Notes:**

9.83 acres with 247 of frontage on Highway 31 located between Highway 20 and Highway 11, Zoned for RM-2 Multiple Family District (low rise apartments). Permitted use by right: Multiple Family Dwellings of not less than two or more than sixteen dwelling units per structure. Best use of land would be for senior apartments.

#### 5 Mile and 5 1/2 Mile





City/County: Raymond / Racine State/Zip: WI, 53126

Property Type: Lnd / Ind-Other

Lot Size Ac: 11.63 Ac. Lot Size SF: 506,603 SF

> Divisible: Yes Frontage: - -Depth: - -Zoning: - -Rail: - -

Min Div Ac.: 11.63 Ac. Max Contig Ac.: 11.63 Ac. Lease Rate: - - -Lease Rate/Ac: - -

Sale Price: \$605.000 Price/SF: \$1.19/SF Price/Ac: \$52,020.64 /Ac.

## **Listing Notes:**

# Renaissance Business Park Lot 31 - NW of Highway 20 and Renaissance Blvd





City/County: Sturtevant / Racine State/Zip: WI, 53177

Property Type: Lnd / Mixed Use Lot Size Ac: 4.56 Ac.

Lot Size SF: 198,634 SF Divisible: No

Frontage: - -Depth: - -Zoning: - -Rail: - -

Min Div Ac.: 4.56 Ac. Max Contig Ac.: 4.56 Ac. Lease Rate: - - -Lease Rate/Ac: - -

Sale Price: \$455,544 Price/SF: \$2.29/SF Price/Ac: \$99,900.00 /Ac.

#### **Listing Notes:**

Located at the center of America's heartland is Wisconsin, a state of great economic diversity. Wisconsin's highly rated business climate, lower utility rates and excellent educational system make it ideal for a new business location. s\Southeastern Wisconsin, and especially the Chicago-Milwaukee corridor, is emerging as one of the major growth areas in the country.



#### 10500-10580 Durand Ave



City/County: **Sturtevant / Racine** State/Zip: **WI, 53177**  Property Type: Lnd / Raw Land

Lot Size Ac: 8.22 Ac.

Lot Size SF: 358,063 SF

Divisible: No Frontage: 380 FT

Depth: 520 FT

Zoning: I-1 Rail: - - Min Div Ac.: 3.81 Ac.
Max Contig Ac.: 8.22 Ac.
Lease Rate: - - Lease Rate/Ac: - -

Sale Price: \$1,438,500 Price/SF: \$4.02/SF

Price/Ac: \$175,000.00 /Ac.

**Listing Notes:** 

Development Site, Great for Industrial, Residential or Mufti-Family

Existing utilities at Site 2 and can be extended to Site 1

Potential rail

**Great Freeway Access** 

Existing Detention Pond (Further engineering may be needed to determine capacity)

# Renaissance Business Park Lot 2 - SE of Highway 94 and Highway 20





City/County: **Sturtevant / Racine** State/Zip: **WI, 53117**  Property Type: Lnd / Mixed Use

Lot Size Ac: 11.25 Ac. Lot Size SF: 490,050 SF

Divisible: No

Frontage: - -

Depth: - -Zoning: - -

Rail: - -

Min Div Ac.: 11.25 Ac. Max Contig Ac.: 11.25 Ac. Lease Rate: - - -Lease Rate/Ac: - -

Sale Price: **\$842,625**Price/SF: **\$1.72/SF**Price/Ac: **\$74,900.00 /Ac.** 

#### **Listing Notes:**

Adjacent to one of southeast Wisconsin's premier business parks. This site sits next to the southern boundary of the Renaissance Business Park.





# **SUBMARKET VACANCY REPORT**

#### **OVERVIEW BY SUBMARKET**

Category	SE Milwaukee County	Racine County	Kenosha County
# of Bldgs	369	382	209
Inventory SF	24,538,831 SF	28,518,057 SF	22,990,243 SF
Total Vacant SF	1,231,139 SF	986,122 SF	604,833 SF
Total Vacancy Rate (%)	5%	3.4%	2.6%

RFP Commercial, Inc. 330 E. Kilbourn Ave. Suite 800 Milwaukee, WI 53202 Phone: 414.224.1200 Fax: 414.224.1022



# **CONCLUSION**

RFP Commercial requests that it be engaged with an Exclusive Listing Contract for the sale and/or lease of the subject property. The State of Wisconsin approved Contract, along with RFP's Addendum, is recommended to include the following terms and conditions:

Term: Six (6) months

Extensions: To be agreed to by the parties in writing

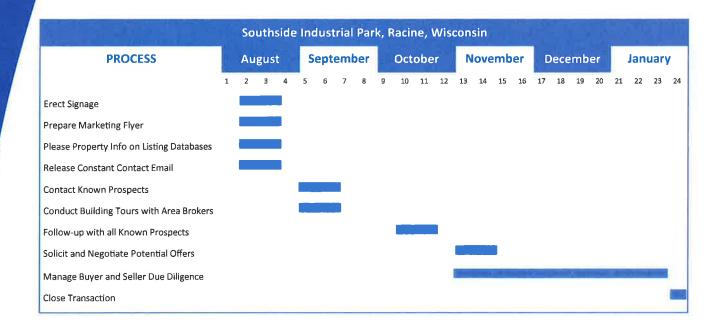
List Price: \$390,000

Sale Commission: 8%; or 10% in the event of a co-brokered transaction in which case

the fee will be split by the brokers



# **MARKETING TIMELINE**





# **SAMPLE LISTING AGREEMENT**

RFP Commercial, Inc. 330 E. Kilbourn Ave. Suite 800 Milwaukee, WI 53202 Phone: 414.224.1200 Fax: 414.224.1022

www.rfpcommercial.com

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

1 2	SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:  PROPERTY DESCRIPTION: Street address is:
3	in Section in the County of
4	
5	■ LIST PRICE:
6 7	
8	- NOT INCLUDED IN LICE PRICE. CALIFICAL Identify Figures to be evaluated by College of which are rested and all
9 10 11	■ NOT INCLUDED IN LIST PRICE: CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 212-217):
	■ GOVERNMENTAL AND CONSERVATION PROGRAMS: Seller represents that all or some of the Property is
13 14 15	enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
	■ USE VALUE ASSESSMENT: Seller represents that (all or some of the Property) (none of the Property) STRIKE
17 18	ONE has been assessed as agricultural property under use value law.
19	The state of the s
20 21 22	SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS: Seller represents that the Property is subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:
	<b>MARKETING:</b> Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
24	Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.
25	Broker's marketing may include:
26 27	Broker may advertise the following special financing and incentives offered by Seller:
28	. Seller has a duty to cooperate with Broker's marketing
29 30	efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.
31 32 33	OCCUPANCY: Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing. Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.
	COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION: The parties agree that Broker will work
	and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
36	(agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation
37	
38 39	brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller:
40	anowed to attend showings, and the specific terms of others which should not be submitted to Seller.
	CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.
	■ EXCLUSIONS: All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing
43	contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.
	Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  The following other buyers are excluded from this Listing until
46	The following other buyers are excluded from this cisting until
47	These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
48	Seller has either accepted an offer from the buyer or sold the Property to the buyer.
49	■ COMPENSATION TO OTHERS: Broker offers the following commission to cooperating brokers:
50	. (Exceptions if any):
51 52	Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:
52 53	1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
	2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
	3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56	4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT 58 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding 60 procurement.)

A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) 61 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of 66 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to 67 another owner, except by divorce judgment.

NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to

70 any remaining Property.

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102 103

- **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected 75 Buyers, on the same terms, for one year after the Listing is terminated.
- 76 TERMINATION OF LISTING: Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker 77 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the 78 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s) 79 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the 83 terminating party to potentially be liable for damages.
- SELLER COOPERATION WITH MARKETING EFFORTS: Seller agrees to cooperate with Broker in Broker's 84 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to 86 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service, 87 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries 90 concerning the Property to Broker.
- LEASED PROPERTY: If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the 95 lease(s) unless released by tenants.

#### **BROKER DISCLOSURE TO CLIENTS:**

#### UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

The duty to provide brokerage services to you fairly and honestly. 98 (a) 99

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

100 The duty to provide you with accurate information about market conditions within a reasonable time if you request (c) 101 it, unless disclosure of the information is prohibited by law.

The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is prohibited by law. (See Lines 218-221)

104 The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential (e) 105 information or the confidential information of other parties. (See Lines 157-173)

106 The duty to safeguard trust funds and other property the broker holds.

- The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the 107 (g) 108 advantages and disadvantages of the proposals.
- 109 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT: 110
- (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, 111 112 unless you release the broker from this duty.

The broker must provide you with all material facts affecting the transaction, not just adverse facts. 113

114 The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are 115 within the scope of the agency agreement.

The broker will negotiate for you, unless you release the broker from this duty. 116

The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by 117

- 118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is 119 contrary to your interests.
- 120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation 121 relationship"), different duties may apply
- MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY: 122
- 123 A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a 124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction 125 consent, the broker may provide services to the clients through designated agency.
- 126 Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the 127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide 128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the 129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the 130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A 131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.
- 132 If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. 133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one 134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with 135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not 136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more 137 than one client in the transaction.

#### 138 INITIAL ONLY ONE OF THE THREE LINES BELOW:

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139	I consent to designated agency.
140	I consent to multiple representation relationships, but I do not consent to designated agency
141	I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO 144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE 145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY 146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY 147 AGREEMENT.

- 148 SUBAGENCY: The broker may, with your authorization in the agency agreement, engage other brokers who assist 149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests 150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing 151 so is contrary to your interests.
- 152 PLEASE RÉVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about 153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an 154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes 155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of 156 the Wisconsin statutes.
- 157 CONFIDENTIALITY NOTICE TO CLIENTS: Broker will keep confidential any information given to Broker in 158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept 159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information. 160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you. The following information is required to be disclosed by law:
- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property 164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information

166	below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be
167	confidential.
168	CONFIDENTIAL INFORMATION:
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171	NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker):
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174 **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to 175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to 176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees 177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's 178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring 179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other 183 than those noted on Seller's disclosure report or written response.

WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR 184 185 DAMAGES AND COSTS.

186 • OPEN HOUSE AND SHOWING RESPONSIBILITIES: Seller is aware that there is a potential risk of injury, damage 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to 188 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an 195 addendum per lines 262-264.

#### 196 **DEFINITIONS**:

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197 **ADVERSE FACT:** An "adverse fact" means any of the following:

- 198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
  - 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.
- Information that indicates that a party to a transaction is not able to or does not intend to meet his or her 202 203 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 204 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by: 207

- giving the document or written notice personally to the party;
- 208 depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing. 211

212 FIXTURES: A "fixture" is an item of property which is physically attached to or so closely associated with land so as to 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings 216 on permanent foundations and docks/piers on permanent foundations.

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed. 217

218 MATERIAL ADVERSE FACT: A "material adverse fact" means an adverse fact that a party indicates is of such 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement. 221

PROCURE: A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

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**PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4. **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or 227 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly 228 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3) 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no 231 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other 236 negotiations.

**NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on 237 238 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, familial status, or in any other unlawful 240 manner.

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2/2	Broker's trust account. Broker may refuse to hold earne Seller authorizes Broker to disburse the earnest mone	est money or other trust tunds. Should Broke	er noid the earnest money
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	money is disbursed to Seller, then upon disbursement t	to Seller the earnest money shall be paid fir	st to reimburse Broker for
246	cash advances made by Broker on behalf of Seller and	one half of the balance, but not in excess o	f the agreed commission.
247	shall be paid to Broker as Broker's full commission in o	connection with said purchase transaction a	nd the balance shall belong
248	to Seller. This payment to Broker shall not terminate this	s Listina.	_
249	■ IITII ITV AVAII ARII ITV. Seller represents that the	e following utility connections are located	as follows: (e.g. at the
250	lot line, on the property, across the street, unknown, etc.	c.): electricity ; gas	;
251	municipal sewer; municipal wa	ter; telephone	;
252	other ISTRIKE AND COMPLET	I E AS APPLICABLE	
253	ZONING: Seller represents that the property is zone	d:	•
254	ADDITIONAL PROVISIONS:		
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262	ADDENDA: The attached addenda		
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264	3.	is/are ı	made part of this Listing.
265	■ NOTICE ABOUT SEX OFFENDER REGISTRY: `	You may obtain information about the se	x offender registry and
266	persons registered with the registry by contacting	the Wisconsin Department of Correction	ons on the Internet at
267	http://www.widocoffenders.org or by telephone at (608)2	240-5830.	
268	TERM OF THE CONTRACT: From the up to and including midnight of the	day of	,,
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