



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

- Chairperson Schlice
- Vice-Chairperson Gardner
- Alderperson Kneebone
- Commissioner Cooper
- Commissioner Kemmeter
- Commissioner Ladick
- Commissioner Barrett

Date and Time: July 8, 2025
3:00 PM

Location: Stevens Point Police Department
Community Room
933 Michigan Avenue
Stevens Point, WI 54481

Opening Section:

1. Roll Call.
2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and Possible Action on the Following:

1. Approval of Minutes from the May 15th, 2025, meeting of the Redevelopment Authority.
2. Easement Request – 1124 Main Street (Opera House Development)
3. Amendment to Restrictive Covenants - Shopko Parking Lot Parcel
4. Contract with Stantec Consulting Services Inc. for a Phase 1 Environmental Assessment
5. Updated Listing Contract with First Weber - Third St and Portage St
6. Adjournment

PLEASE TAKE NOTICE that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the City Clerk as soon as possible to ensure that a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Maps further defining the above area(s) may be obtained from the City of Stevens Point Department of Community Development, 1515 Strongs Avenue, Stevens Point, WI 54481, or by calling (715) 346-1567, during normal business hours.

PLEASE TAKE FURTHER NOTICE that a quorum of the Common Council may be in attendance at this meeting.



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

- Chairperson Schlice
- Vice-Chairperson Gardner
- Alderperson Kneebone
- Commissioner Cooper
- Commissioner Kemmeter
- Commissioner Ladick
- Commissioner Barrett

Date and Time:	May 15, 2025 3:00 PM	Location:	Stevens Point Police Department - Community Room 933 Michigan Avenue, Stevens Point, WI 54481
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Opening Section:

1. Roll Call.
 - Meeting called to order at 3:02PM
 - Members present: Alder Kneebone, Commissioners Schlice, Gardner, Cooper, Kemmeter, Ladick
 - Members excused: Commissioner Barrett
2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.
 - Written comment received from Joy Brenner and Chloe Kreuser regarding agenda item #2, “Approval of Downtown Redevelopment Fund and Associated Training.” These comments are attached.

Discussion and Possible Action on the Following:

1. Approval of Minutes from the April 3rd, 2025, meeting of the Redevelopment Authority.
 - Kemmeter moves to approve the Minutes from the April 3rd, 2025 meeting of the Redevelopment Authority.
 - Ladick seconds.
 - Vote: Unanimous approval.
2. Approval of Downtown Redevelopment Fund and Associated Training.
 - Economic Development Specialist Klesmith presents background information regarding the Downtown Redevelopment Fund and necessary training.
 - Cooper: Provides additional input on ineligible properties and projects.

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- Ladick: Questions if the duration of real estate development lending is too long and could inhibit the use of the fund.
 - Gardner: Questions if funds should be used for real estate development; directs that the program should include a statement that application information is not subject to open records requests.
 - Gardner: asks for procedure
 - Kneebone: voices support.
 - **Motion:** Gardner moves to remove real estate development as an eligible expense.
 - **Second:** Ladick seconds.
 - **Discussion:** None.
 - **Vote:**
 - Yes: Schlice, Gardner, Kneebone, Kemmeter, Ladick
 - No: Cooper
 - Motion passes, 5-1.
 - **Motion:** Gardner moves to modify the program to not be available to buildings that are less than 15 years old for 12 months.
 - **Second:** Kneebone seconds.
 - **Discussion:** None
 - **Vote:** Unanimous approval
 - **Motion:** Gardner moves to approve the Downtown Redevelopment Fund as amended.
 - **Second:** Ladick seconds.
 - Discussion: Director Kivela requests clarification on the ineligible projects as previously motioned, including refinancing; Commissioners confirm that the program will exclude refinancing.
 - **Vote:** Unanimous approval.
3. Approval to Sell 217 Second St.
 - Motion: Ladick moves approval of the sale of 217 Second St.
 - Second: Kemmeter seconds.
 - Discussion: None.
 - Vote: Unanimous approval
 4. Discussion on a Regional Commercial Loan Buy Down Program
 - Klesmith provides update regarding the regional commercial loan buy-down program as discussed with the Central Wisconsin Economic Development Fund board.
 5. Discussion on Transfer Center Location and Parking for Redeveloped Parcels.
 - Director Kivela provides background on the designated location for the bus transfer center, Neighborhood Planner Klesmith provides information regarding the parking estimates for the Shopko redevelopment projects.
 6. Discussion on 1101 Centerpoint Drive (Former Great Lakes Educational Loan Services).
 - Director Kivela provides background regarding 1101 Centerpoint Drive.

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7. Adjournment.
 - Meeting adjourned at 4:24PM.

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PLEASE TAKE FURTHER NOTICE that a quorum of the Common Council may be in attendance at this meeting.

From: [Joy Brenner](#)
To: [Chris Klesmith](#)
Subject: RLF Letter of Support
Date: Thursday, May 15, 2025 11:53:42 AM

Stevens Point Common Council

c/o Office of the Mayor
1515 Strongs Avenue
Stevens Point, WI 54481

Subject: Support for Establishment of a Revolving Loan Fund to Support Commercial Build-Outs for Small Businesses

Dear Mayor Wiza and Members of the Common Council,

I am writing to express my strong support for the creation of a revolving loan fund by the City of Stevens Point to assist with the financing of commercial build-outs for small businesses. As property owner with vacant retail space in Downtown Stevens Point, I have seen firsthand the challenges that entrepreneurs face in securing the capital necessary to convert vacant or underutilized commercial spaces into vibrant, operational business locations.

Build-out costs—including improvements to plumbing, electrical systems, accessibility upgrades, and other necessary renovations—can be prohibitively expensive, particularly for startups and locally-owned enterprises with limited financial backing. These upfront expenses often delay openings, increase reliance on high-interest loans, or deter entrepreneurs altogether from launching or expanding in our community.

A revolving loan fund specifically aimed at defraying these costs would serve as a strategic investment in the economic vitality of Stevens Point. It would:

- Encourage the adaptive reuse of existing commercial properties;
- Stimulate local job creation and business growth;
- Enhance the aesthetic and functional quality of our business district;
- Support equity by providing financing options to historically underserved entrepreneurs;
- And create a sustainable model, where loan repayments replenish the fund for future use.

By lowering the financial barriers to entry, this fund would help fill storefronts, energize our neighborhood, and reinforce the City's commitment to supporting small business development. I urge the Council to prioritize this initiative and work with stakeholders to establish clear, accessible guidelines that ensure the fund's long-term effectiveness and inclusivity.

Thank you for your consideration of this important opportunity. I would be glad to further discuss or assist in the development of this program in any way that may be helpful.

Sincerely,

Joy Brenner

mergeurbandevelopment.com

Cell: 715-450-6181



Dear Redevelopment Authority,

Downtown Stevens Point recognizes a gap in financial tools for supporting smaller-scale improvements and business growth, and supports the revolving loan fund. A revolving loan fund would allow property owners and small businesses to access funds for vital updates like code compliance and expansion. Since CWED and TIF have limitations in scope, this fund would fill a much-needed role in supporting local economic development and historic preservation in Downtown Stevens Point.

- There is a growing need for a revolving loan fund to support downtown Stevens Point.
- Many small businesses are interested in expanding.
- Property owners wish to maintain and preserve the historical character of their buildings.
- CWED (Central Wisconsin Economic Development Fund) does not support housing development.
- TIF (Tax Increment Financing) is typically used for larger-scale developments, especially those with environmental remediation needs.
- This fund would focus on smaller-scale projects, such as:
 - Structural repairs
 - Business expansions
 - Code compliance improvements (e.g., stairwells for 2nd-floor access)
 - Utility replacements

- CWED loans are only accessible if the business owns the property — many downtown property owners lease to businesses and are therefore ineligible.
- It offers an essential option for business owners and landlords who currently lack access to financing support.

Thank you,



Chloe Kreuser

Executive Director of the Downtown Business Improvement District

ckreuser@stevenspoint.com



MEMORANDUM

To: City of Stevens Point Redevelopment Authority

From: Jarod Kivela, Director of Community Development

Date: June 26, 2025

RE: Easement Request – 1124 Main Street (Opera House Development)

Overview:

The Redevelopment Authority (RDA) has received a request to grant an electrical easement to Wisconsin Public Service Corporation (WPS) to support the redevelopment of the Opera House at 1124 Main Street. The developer requires the placement of a new pad-mounted transformer necessary to provide adequate electrical service to the rehabilitated building.

Background:

The development at 1124 Main Street occupies the full width of the parcel from property line to property line. As such, the site does not provide adequate space for the installation of an on-site transformer. A meeting was held between City staff and the development team to identify the most suitable location for this necessary infrastructure.

After review, the most logical and functional location for the transformer was identified on RDA-owned property immediately south of the development site. This location is adjacent to an existing electrical transformer currently serving other nearby businesses and provides ease of access for WPS without impacting the active use or development potential of the RDA parcel.

Easement Details:

The proposed easement, described in the legal document titled "EasementV2_City of SP_3434166" and corresponding to WR Number WMIS-3434166, grants WPS the right to install and maintain underground electric facilities and a new pad-mounted transformer. The easement area covers a

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portion of Lot 17, Block 29 of Valentine Brown's Addition, located in the NE ¼ of the NW ¼ of Section 32, T24N, R8E, City of Stevens Point.

All legal rights, responsibilities, and constraints associated with the easement are documented in the enclosed draft prepared by WPS. As noted in the accompanying letter from WPS (dated May 29, 2025), execution of the easement is required prior to scheduling installation.

Precedent:

The RDA has previously approved electrical easements for private developers facing similar site limitations. This request is consistent with those past approvals and supports infill redevelopment goals downtown.

Recommendation:

Staff recommends approval of the easement request to Wisconsin Public Service Corporation as outlined in the attached documents. Approval will allow necessary infrastructure installation to proceed and ensure continued progress on the Opera House redevelopment project.

Attachments:

1. Easement Document – WMIS-3434166
2. WPS Easement Letter (May 29, 2025)



5/29/2025

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

The City of Stevens Point
PO Box 1004
Stevens Point, WI 54481

Dear Customer:

You or your agent recently worked with a Wisconsin Public Service Corporation representative to define the location of an easement at ***1124 Main St., in the City of Stevens Point County of Portage, State of Wisconsin.***

I have enclosed two copies of the easement for your review. Signing this document will allow Wisconsin Public Service Corporation to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return one of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **WMIS-3434166**.

Erica Pomerening- Right of Way Agent
Wisconsin Public Service Corporation
920-433-4929
Erica.Pomerening@wisconsinpublicservice.com

Enclosed

3332806

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **The Redevelopment Authority of the City of Stevens Point**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor’s land hereinafter referred to as "easement area" more particularly described as follows:

Part of **Lot 17** of **Block 29** of the recorded plat of **Valentine Brown Addition to the City of Stevens Point**, located in the Northeast Quarter of the Northwest Quarter (NE 1/4 – NW 1/4) of Section **32**, Township **24 North**, Range **8 East**, **City of Stevens Point**, County of **Portage**, State of **Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)
281240832202974

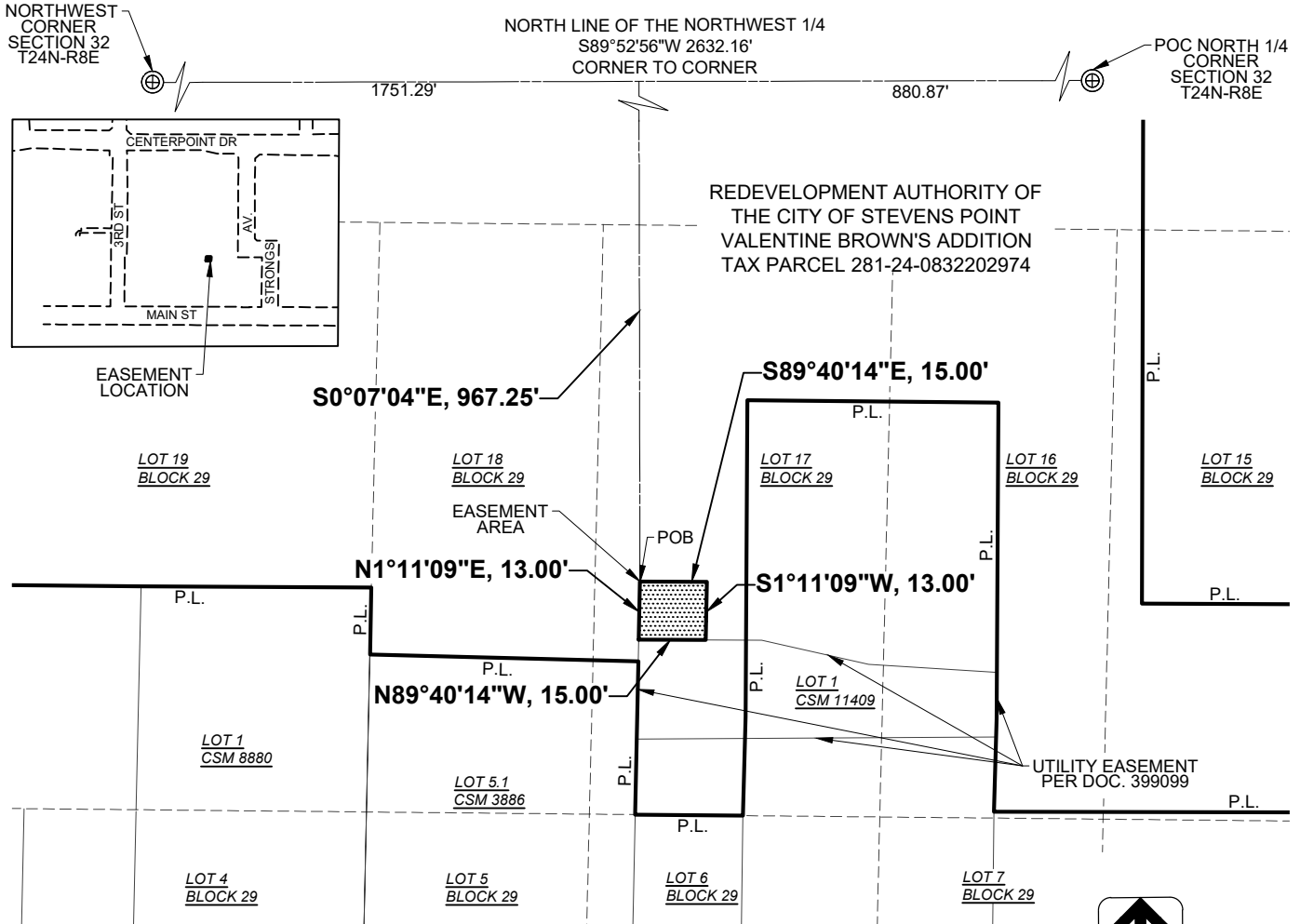
1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor’s property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee’s facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

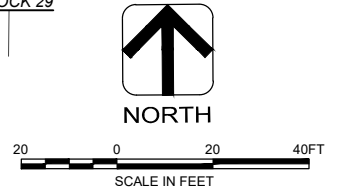
EASEMENT MAP (EXHIBIT "A")

Part of Lot 17 Block 29 of Valentine Brown's Addition to the City of Stevens Point, located in the Northeast Quarter of the Northwest Quarter (NE1/4 - NW1/4) of Section 32, Township 24 North, Range 8 East, City of Stevens Point, County of Portage, State of Wisconsin.



LEGAL DESCRIPTION FOR A VARYING WIDTH EASEMENT

Commencing at the North 1/4 Corner of Section 32, T24N-R8E;
 Thence S89°52'56"W, along the North Line of the Northwest 1/4 of said Section 32, a distance of 880.87 feet;
 Thence S00°07'04"E, a distance of 967.25 feet to the **POINT OF BEGINNING**;
 Thence S89°40'14"E, 15.00 feet;
 Thence S01°11'09"W, 13.00 feet to the North Line of the Utility Easement described and shown in Doc. 399099;
 Thence N89°40'14"W, 15.00 feet along said North Line of the Utility Easement to the west line of the Utility Easement in Doc. 399099 and the northerly extension of the east line of CSM 3886;
 Thence N01°11'09"E, 13.00 feet to the **POINT OF BEGINNING**.



SECTION CORNER	
EASEMENT AREA	
EXISTING RIGHT OF WAY	
OWNER'S PROPERTY LINE	
MINOR LOT LINE	
SECTION LINE	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION

WPS

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it ENGINEERING
REAL TRUSTED PROVIDER

1077 CENTENNIAL CENTRE BLVD.
 HOBART WI, 54155
 (920) 468-4771

NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (PORTAGE COUNTY) NAD83(2011). DISTANCES ARE GROUND.

RE NUMBER	3332806
REVISIONS	TRACKING
	WR3434166

Drawn by: MGM
 Reviewed by: RPM
 Date: 05/23/2025
 Scale: 1" = 40'
 SHEET NUMBER 1 OF 1



MEMORANDUM

To: City of Stevens Point Redevelopment Authority

From: Jarod Kivela, Director of Community Development

Date: July 2, 2025

RE: Request for Amendment to Restrictive Covenants – Shopko Parking Lot and Related Parcels

Background

As part of a past agreement between the City and the Redevelopment Authority (RDA), ownership of the Shopko parking lot parcel was transferred from the RDA to the City to support an application for an EPA cleanup grant. The original deed restrictions stipulated that if the grant was not awarded, or once the cleanup was completed (if awarded), the property would revert back to RDA ownership. The intent of this agreement was to ensure the RDA could continue its redevelopment efforts while meeting the terms of the grant application.

Current Situation

The City was recently notified that the EPA grant application was not awarded. As a result, the ten-day timeline referenced in the restrictive covenants, during which the parcel must be returned to the RDA, was triggered immediately upon notification of the grant denial.

However, during this window, staff identified that the acquisition process used for the parcel was not consistent with the proper protocols typically required for eligibility in future state or federal environmental grant programs. To ensure compliance with liability exemption requirements and maintain eligibility for future funding opportunities, the acquisition process must be corrected and include several key steps.

Recommended Next Steps

To address these issues and position the site (and surrounding parcels) for future funding and redevelopment opportunities, staff recommends amending the existing restrictive covenants to allow for a brief delay in the return of the property to the RDA. This amendment would allow the City to:

- Complete a Phase I Environmental Site Assessment

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- Pass a formal blight resolution for the property
- Incorporate additional parcels into the same acquisition process for consistency and eligibility

Once these tasks are completed, ownership of the Shopko parking lot parcel (and the other identified parcels) will be transferred to the RDA. The intent is for the RDA to ultimately acquire five parcels total, aligning their status under uniform environmental and legal standards to facilitate future cleanup funding, liability protections, and coordinated redevelopment planning.

Conclusion

Staff recommends that the RDA approve an amendment to the existing restrictive covenants to delay the property transfer back to the RDA until the required assessments and resolutions are completed. This approach not only ensures compliance with state and federal requirements but also strengthens the RDA's position to lead the broader redevelopment effort across the five targeted parcels.

Amendment to Restrictive Covenants

Document Number

Title of Document

WHEREAS, the Redevelopment Authority of City of Stevens Point as "**Grantor**" previously conveyed to the City of Stevens Point as "**Grantee**" that certain real estate more particularly described on **Addendum A** (the "**Property**") by Quit Claim Deed dated October 29, 2024, which was recorded in the office of the Portage County Register of Deeds on October 30, 2024 as Document Number 908998 (the "**Deed**");

WHEREAS, the conveyance of the Property was subject to those certain restrictive covenants described on Addendum B to the Deed (the "**Restrictive Covenants**");

WHEREAS, Section 6 of the Restrictive Covenants permits the Grantor to waive, modify, amend or terminate the Restrictive Covenants, provided that such waiver, modification, amendment or termination is in writing, signed by Grantor, and recorded in the office of the Register of Deeds of Portage County, Wisconsin.

NOW, THEREFORE, the undersigned, on behalf of Grantor and with its authority, does hereby amend the terms of the Restrictive Covenants as follows:

1. Conveyance Back to Grantor. Section 4 of the Restrictive Covenants shall be deleted in its entirety and replaced with the following:

"4. Conveyance Back to Grantor. Grantee agrees to execute and deliver a quit claim deed conveyaing the Property back to Grantor upon the earliest of the following to occur: (a) within ten (10) days following the date upon which Grantee receives written notice from Grantor demanding the return of the Property; or (b) September 1, 2025."

2. Ratify As Amended. The remaining terms of the Restrictive Covenants are hereby ratified and approved and shall remain in full force and effect, as amended and modified by this Amendment to Restrictive Covenants.

(Signature Page Attached)

Recording Area

Name and Return Address

**Attorney Keith J. Pilger
Anderson O'Brien, LLP
1257 Main Street, P.O. Box 228
Stevens Point, WI 54481**

281-24-0832202969

Parcel Identification Number (PIN)

Addendum A
Legal Description

A parcel of land being part of Lots 11 and 12 of Block 29, part of Lots 6, 7, 8, 9, and 10, and all of Lots 1, 2, 3, 4, and 5 of Block 30, part of Lots 4, 5, 7, 8, 9, and 10 and all of Lots 1, 2, and 3 of Block 31, part of Lots 11, 12, 13, and 16 and all of Lots 14 and 15 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, and part of vacated College Avenue document number 380289 and vacated Union Street, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 152.82 feet; thence South 00 degrees 07 minutes 18 seconds East 676.21 feet to the south right of way line of Centerpoint Drive and the **point of beginning**; thence South 19 degrees 00 minutes 42 seconds East along the west right of way line of Church Street 13.41 feet; thence continuing along said west right of way line 151.89 feet along the arc of a 316.48 foot radius curve, not tangent with the last described course, center to the east, the chord bears South 14 degrees 13 minutes 22 seconds West 150.44 feet; thence continuing South 00 degrees 06 minutes 01 second East along said west right of way line 317.63 feet to the north right of way line of Main Street; thence South 89 degrees 55 minutes 13 seconds West along said north right of way line 377.78 feet; thence continuing North 89 degrees 47 minutes 18 seconds West along said north right of way line 51.81 feet to the east right of way line of Strongs Avenue; thence North 00 degrees 26 minutes 06 seconds East along said east right of way line 242.28 feet to the boundary line of lands recorded with the Portage County Register of Deeds as Document Number 901556; thence South 89 degrees 50 minutes 21 seconds East along said boundary line 254.30 feet; thence continuing South 00 degrees 09 minutes 39 seconds West along said boundary line 10.00 feet; thence continuing South 89 degrees 50 minutes 21 seconds East along said boundary line 80.00 feet; thence continuing North 00 degrees 09 minutes 39 seconds East along said boundary line 139.00 feet; thence continuing North 89 degrees 50 minutes 21 seconds West along said boundary line 30.00 feet; thence continuing North 00 degrees 09 minutes 39 seconds East along said boundary line 37.00 feet; thence continuing North 89 degrees 50 minutes 21 seconds West along said boundary line 50.00 feet; thence continuing North 00 degrees 09 minutes 39 seconds East along said boundary line 94.68 feet; thence continuing North 89 degrees 40 minutes 38 seconds West along said boundary line 340.13 feet to the east right of way line of said Strongs Avenue; thence North 00 degrees 21 minutes 05 seconds East along said east right of way line 33.29 feet; thence continuing North 45 degrees 18 minutes 49 seconds East along said east right of way line 21.23 feet to the south right of way line of said Centerpoint Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right of way line 241.64 feet; thence continuing along said south right of way line 48.87 feet along the arc of a 286.50 foot radius curve, tangent with the last described course, center to the south, the chord bears South 85 degrees 05 minutes 04 seconds East 48.81 feet; thence continuing along said south right of way line 250.02 feet along the arc of a 1,116.42 foot radius curve, tangent with the last described course, center to the south, the chord bears South 73 degrees 34 minutes 22 seconds East 249.50 feet to the **point of beginning** and there terminating.

Said parcel of land contains 156,688 square feet (3.597 acres).

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

908998

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
10/30/2024 03:18 PM

Document Number

Document Name

THIS DEED, made between **Redevelopment Authority of City of Stevens Point** ("Grantor"), and **City of Stevens Point** ("Grantee").

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **Portage** County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Addendum A for legal description.

The conveyance of the Property described herein is subject to the restrictive covenants described on attached Addendum B.

REC FEE: 30.00
TRANSFER FEE:
PAGES: 4
FEE EXEMPT: 77.252
THIS IS A SWIFT DOCUMENT

Recording Area

Name and Return Address
Attorney Keith J. Pilger
Anderson O'Brien, LLP
1257 Main Street, P.O. Box 228
Stevens Point, WI 54481

281-24-0832202969

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated 10-29-2024.

Redevelopment Authority of City of Stevens Point

By: [Signature] (SEAL)
***John Schlice - Chairman**

AUTHENTICATION

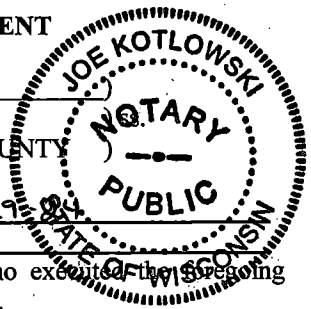
ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF Wisconsin
Portage COUNTY

*
TITLE: **MEMBER STATE BAR OF WISCONSIN**
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on 10-29-24
the above-named John Schlice
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.



THIS INSTRUMENT DRAFTED BY:

Attorney Keith J. Pilger, Anderson O'Brien, LLP
1257 Main Street, Stevens Point, WI 54481

* [Signature]
Joe Kotlowski
Notary Public, State of
My Commission (is permanent)(expires: 3-24-26)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

KJP:jk/4857-9318-5011 / 34586-0001

ADDENDUM A
LEGAL DESCRIPTION

A parcel of land being part of Lots 11 and 12 of Block 29, part of Lots 6, 7, 8, 9, and 10, and all of Lots 1, 2, 3, 4, and 5 of Block 30, part of Lots 4, 5, 7, 8, 9, and 10 and all of Lots 1, 2, and 3 of Block 31, part of Lots 11, 12, 13, and 16 and all of Lots 14 and 15 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, and part of vacated College Avenue document number 380289 and vacated Union Street, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 152.82 feet; thence South 00 degrees 07 minutes 18 seconds East 676.21 feet to the south right of way line of Centerpoint Drive and the **point of beginning**; thence South 19 degrees 00 minutes 42 seconds East along the west right of way line of Church Street 13.41 feet; thence continuing along said west right of way line 151.89 feet along the arc of a 316.48 foot radius curve, not tangent with the last described course, center to the east, the chord bears South 14 degrees 13 minutes 22 seconds West 150.44 feet; thence continuing South 00 degrees 06 minutes 01 second East along said west right of way line 317.63 feet to the north right of way line of Main Street; thence South 89 degrees 55 minutes 13 seconds West along said north right of way line 377.78 feet; thence continuing North 89 degrees 47 minutes 18 seconds West along said north right of way line 51.81 feet to the east right of way line of Strongs Avenue; thence North 00 degrees 26 minutes 06 seconds East along said east right of way line 242.28 feet to the boundary line of lands recorded with the Portage County Register of Deeds as Document Number 901556; thence South 89 degrees 50 minutes 21 seconds East along said boundary line 254.30 feet; thence continuing South 00 degrees 09 minutes 39 seconds West along said boundary line 10.00 feet; thence continuing South 89 degrees 50 minutes 21 seconds East along said boundary line 80.00 feet; thence continuing North 00 degrees 09 minutes 39 seconds East along said boundary line 139.00 feet; thence continuing North 89 degrees 50 minutes 21 seconds West along said boundary line 30.00 feet; thence continuing North 00 degrees 09 minutes 39 seconds East along said boundary line 37.00 feet; thence continuing North 89 degrees 50 minutes 21 seconds West along said boundary line 50.00 feet; thence continuing North 00 degrees 09 minutes 39 seconds East along said boundary line 94.68 feet; thence continuing North 89 degrees 40 minutes 38 seconds West along said boundary line 340.13 feet to the east right of way line of said Strongs Avenue; thence North 00 degrees 21 minutes 05 seconds East along said east right of way line 33.29 feet; thence continuing North 45 degrees 18 minutes 49 seconds East along said east right of way line 21.23 feet to the south right of way line of said Centerpoint Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right of way line 241.64 feet; thence continuing along said south right of way line 48.87 feet along the arc of a 286.50 foot radius curve, tangent with the last described course, center to the south, the chord bears South 85 degrees 05 minutes 04 seconds East 48.81 feet; thence continuing along said south right of way line 250.02 feet along the arc of a 1,116.42 foot radius curve, tangent with the last described course, center to the south, the chord bears South 73 degrees 34 minutes 22 seconds East 249.50 feet to the **point of beginning** and there terminating.

Said parcel of land contains 156,688 square feet (3.597 acres).

END OF ADDENDUM A

ADDENDUM B
RESTRICTIVE COVENANTS

As further consideration for, and as a condition precedent to, the transfer of the Property described on Addendum A, Grantee agrees that said transfer and the Property shall be subject to the following restrictive covenants:

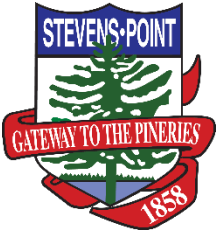
1. Specific Purpose. Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee for the sole and exclusive purpose of allowing Grantee to apply for a FY2025 Brownfields Cleanup Grant (the "Grant") and to complete the environmental remediation associated with such Grant, and for no other purpose whatsoever.
2. Grant Application and Remediation. Grantee agrees to promptly proceed with the Grant application and if Grantee is awarded the Grant, Grantee further agrees to proceed with the environmental remediation of the Property with commercially reasonable diligence.
3. Transfer and Development Restrictions. Grantee may not transfer, assign, convey, grant a security interest in, or otherwise encumber the Property in any way. Except for the environmental remediation pursuant to the Grant described in Section 2 above, Grantee may not improve, modify, or develop the Property in any way or for any purpose.
4. Conveyance Back to Grantor. Grantee agrees to execute and deliver a quit claim deed conveying the Property back to Grantor within ten (10) days following the earliest of the following to occur: (a) the date upon which Grantor receives notice that it has not received the Grant; (b) if Grantor receives the Grant, the date upon which Grantor completes the environmental remediation of the Property pursuant to the terms of the Grant; or (c) the date upon which Grantor receives written notice from Grantee demanding the return of the Property.
5. Termination. The restrictive covenants described herein shall run with the land and shall terminate only upon the conveyance of the Property back to Grantor as provided in Section 4 above.
6. Waiver or Modification. These restrictive covenants may be waived, modified, amended or terminated only with the advance express written consent of Grantor, in Grantor's sole and absolute discretion, which may be unreasonably withheld. No waiver by a party to any default hereunder shall operate as a waiver of any other default or of the same default on a future occasion. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or future exercise thereof or the exercise of any other right or remedy. Any such waiver, modification, amendment or termination shall be evidenced by the recording in the office of the Register of Deeds of Portage County, Wisconsin of an instrument in writing executed by Grantor.
7. Remedies. Grantor, or its successors or assigns, has the right to enforce the restrictive covenants described herein. The subject matter of these restrictive covenants is unique, a violation of the restrictive covenants could cause irreparable harm, and money damages to Grantor in the event of default or violation of any provision hereof may be inadequate and, accordingly, Grantor shall have the right, in addition to any other remedy available, to apply for and receive from a court of competent jurisdiction, equitable relief by way of a restraining order, temporary injunction, permanent injunction and/or other remedies, without the necessity of posting a bond, to prevent a breach or violation of the terms of these restrictive covenants, or by way of specific performance to enforce performance of the terms of these restrictive covenants. However, such right of equitable relief shall not be construed to be in lieu of the right of Grantor to seek any remedy available by law. All remedies conferred by these restrictive covenants shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

8. Recovery of Costs Upon Default. In the event that any litigation results from or arises out of these restrictive covenants or in the event that Grantee defaults in or violates its obligations under these restrictive covenants, Grantor shall be entitled, in addition to all other available rights and remedies, to recover all costs and expenses incurred by Grantor in enforcing the provisions of these restrictive covenants, pursuing its rights hereunder and collecting its damages, including without limitation all reasonable attorneys' fees, disbursements and court costs.

9. Severability. If any provision of these restrictive covenants is found or declared to be invalid or unenforceable by any court having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and these restrictive covenants shall thereafter continue in full force and effect except that such invalid or unenforceable provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect insofar as is practicable the intention of the parties as set forth in these restrictive covenants. Provided, that if such court is unable or unwilling to effect such reformation, the invalid or unenforceable provision shall be deemed deleted to the same extent as if it had never existed. Each provision of these restrictive covenants shall be held valid and enforceable to the fullest extent permitted by law.

10. Governing Law. These restrictive covenants shall be subject to and governed by the laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

END OF ADDENDUM B



Memo

Chris Klesmith
**Neighborhood Planner / Economic
Development Specialist**

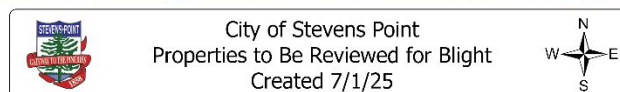
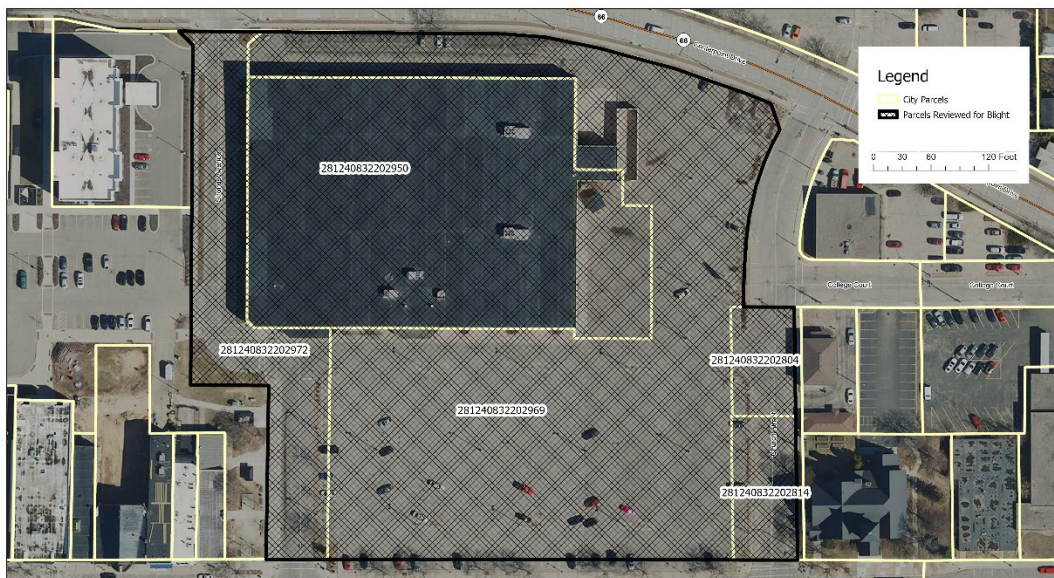
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

(715) 341-4171 | cklesmith@stevenspoint.com

To: Redevelopment Authority
From: Chris Klesmith
CC: Jarod Kivela
Date: July 2, 2025
Subject: Phase I Environmental Site Assessment for Shopko Parcels (PINs 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814)

Commissioners,

As agreed upon in the sale of the Shopko parking lot parcel to the City last year (PIN 281240832202969), the parcel was to be returned to the Redevelopment Authority if the Environmental Protection Agency's Brownfield Clean Grant was not awarded or after remediation was completed. The grant was not awarded, but EPA Staff encourage City Staff to reapply. In order to be exempt from liability during the redevelopment of contaminated sites, government entities may follow one of several paths to property acquisition. The bona fide prospective purchaser program in the 2002 amendments to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) outlines one pathway, which, after much discussion with the Wisconsin Department of Natural Resources, was agreed upon as the advised pathway for liability exemption. Because state and federal remediation funds are awarded to a single applicant, all parcels not dedicated as right-of-way need to be under single ownership. Because multiple parcels are not dedicated as right-of-way, Staff recommends the Redevelopment Authority acquire all parcels involved in the redevelopment project. An image of the proposed parcels is included below:



Prior to acquiring the properties, an all-appropriate inquiries (AAI) must be performed to attain liability exemption, and will be satisfied by a Phase I Environmental Site Assessment (ESA). This ESA must be completed within 180 days prior to acquisition, rendering previous ESA's inadequate, and previous ESA's did not include street parcels. Based on prior work with environmental consultants, staff expect the cost of the ESA to range from \$6,500 to \$7,500.

Timeliness is important in performing the AAI. Later in July, the Redevelopment Authority will determine if these parcels are classified as blighted in order to proceed with reacquisition and redevelopment in accordance with state statutes. Below is the anticipated timeline for steps leading up to property acquisition:

- July 8 – August 18: Perform Phase I ESA
- July 31 – Public Hearing to determine if Shopko properties qualify as blighted properties
- August 4 – Plan Commission to review the Redevelopment Authority's offer to purchase blighted properties
- August 18 – Common Council to review blight determination and pass resolution authorizing Redevelopment Authority to proceed with property acquisition and redevelopment

Staff recommend authorizing staff to sign a contract for Phase I ESA services with Stantec Inc., yet to be received, at an amount not to exceed \$10,000. Staff aim to have this ESA completed prior to property acquisition on or after August 18th.

Cheers,



Christopher Klesmith
Neighborhood Planner & Economic Development Specialist
City of Stevens Point



MEMORANDUM

To: City of Stevens Point Redevelopment Authority

From: Jarod Kivela, Director of Community Development

Date: July 2, 2025

RE: Listing Contract – 1016 Third Street (Corner of Third Street and Portage)

The Redevelopment Authority has entered into a listing contract for the property located at 1016 Third Street, situated at the corner of Third Street and Portage Street. The property is currently listed for sale at a price of \$75,000.

After factoring in estimated costs of sale—including agent commissions and other transaction-related expenses—the projected net proceeds to the RDA are approximately **\$69,939**.

The property is being marketed through a comprehensive strategy that includes:

- Multiple Listing Service (MLS)
- On-site yard signage
- Online platforms such as Zillow and Realtor.com
- Social media channels, including Facebook and Instagram

This broad outreach is designed to maximize visibility and reach a diverse pool of potential buyers. In addition to these channels, the use of a licensed real estate agent brings several added benefits:

- Professional expertise in pricing strategy and market trends
- Access to a larger buyer network through professional and broker contacts
- Handling of inquiries, showings, and negotiations, reducing staff time
- Legal and transactional oversight, helping ensure a compliant, timely, and clean sale process

www.stevenspoint.com

Open Records Information: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

While the listing agent has fielded inquiries and expressions of interest, no offers have materialized at this time. Continued marketing is expected to improve buyer engagement.

It should be noted that the contract details how the commission will be provided upon the sale of the property. Instead of splitting out the commission for each side, it is combined, in which will then be split after the sale and not shown separately. Instead of the split being shown on the sale paperwork, the split is handled between Realty Offices.

This method does not affect the total amount paid in commission by the seller (RDA), only how that commission is internally divided between the listing and selling offices. This structure is standard practice in real estate and remains consistent with prior transactions.

Given our relationship with this agent and firm, Staff is recommending approval of the updated listing contract for this property.

ESTIMATED COSTS OF SALE

Property Address: 1016 Third Street, Stevens Point, WI 54481 Date: June 30th, 2025

Assumed Closing Date: TBD First Weber Sales Associate: Seth Hornung

Sale Price (Estimated)\$ 75,000.00

LOAN/LIEN PAYOFFS

First Mortgage (Principal Balance Plus Interest to Closing)	_____
Second Mortgage (Principal Balance Plus Interest to Closing)	_____
Home Equity Loan (Principal Balance Plus Interest to Closing)	_____
Other Liens (Judgments, Tax Liens).....	_____
Prepayment Penalty (Approx. 3 months interest)	_____
Outstanding Real Estate Taxes	_____
Outstanding Assessments (To Municipality and/or Owners Assoc.)	_____

COSTS OF SALE

Recording Fee (\$30 per mortgage satisfaction).....	<u>30.00</u>
Broker's Fee 5.0 X Sale Price	<u>3,750.00</u>
State Transfer Fee (\$3 per thousand).....	<u>225.00</u>
Title Insurance.....	<u>646.00</u>
Gap Coverage	_____
Special Assessment Letters Fee	<u>75.00</u>
Deed and Document Preparation Fee	<u>125.00</u>
Attorney's Fee	_____
Home Warranty	_____
Well/Septic Tests	_____
Miscellaneous Seller Closing Fee	<u>210.00</u>

PRORATIONS/CREDITS

Real Estate Taxes (Jan. 1st to Closing) Prorated Taxes Day Prior to Closing	_____
Water/Sewer Proration	_____
Repair Credit	_____
Closing Cost/Points Credit	_____
Security Deposits - Transfer to Buyer	_____
Rent (From Date of Closing to Month End).....	_____

TOTAL REDUCTIONS-\$ 5,061.00 (rounded)

RECOUP OF ESCROW FUNDS FROM LENDER+\$ 0.00

TOTAL ESTIMATED SALE PROCEEDS\$ 69,939.00 (rounded)

Comments: _____

This worksheet contains only ESTIMATES of some of the more common costs. Categories and amounts may vary by situation. There may be additional costs not reflected here. Seller should verify all figures. Actual figures may not be known until the final settlement is completed by a title company. This worksheet does not address Federal or State tax consequences.

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: 1016 Third Street, Stevens Point, WI 54481
3 in Section _____ in the _____ City _____ of _____ Stevens Point _____, County of _____ Portage _____,
4 Wisconsin. Insert additional description, if any, at lines 325-352 or attach as an addendum per lines 353-354.

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

7 None

8 _____
9 ■ **NOT INCLUDED IN LIST PRICE:** None

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

13 ■ **LIST PRICE:** Seventy Five Thousand Dollars (\$ 75,000.00).

14 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is enrolled
15 in the following governmental conservation, farmland, environmental, land use or use restricting programs, agreements
16 or conservation easements, (county, state or federal): None

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

20 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
21 None

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

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: B2

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

36 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
37 None

39 which are in addition to and separate from Compensation to Others. See lines 54-59.

40 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention
41 of or payment to a cooperating firm, buyer's firm or other buyer's representative.**

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

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

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

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

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

54 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms
55 working with buyers such as subagents and buyer's firms: See Commission Addendum

57 (Exceptions if any): See Notice To Buyers and Sellers & Compensation Terms on firstweber.com

58 **There is no standard market commission rate. Commissions and types of service may vary by firm.**

59 **Commissions are not set by law and are fully negotiable.**

60 **COMMISSION** Seller and the Firm agree the Firm's commission shall be See Commission Addendum

61
62 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

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

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

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

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

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

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

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

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

94 **DISCLOSURE TO CLIENTS**

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

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

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

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

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

121 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

138 CHECK ONLY ONE OF THE THREE BELOW:

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

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

150 SUBAGENCY

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

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

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

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

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

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

169 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 170 information below (see lines 172-174). At a later time, you may also provide the Firm with other information you consider

171 to be confidential.

172 **CONFIDENTIAL INFORMATION:** None

173

174

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

176

177 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
178 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents
179 (other firms engaged by the Firm - see lines 150-154) and firms representing buyers. Cooperation includes providing
180 access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note
181 any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
182 showings, and the specific terms of offers which should not be submitted to Seller: None

183

184

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

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

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

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

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

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

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

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

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

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

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

237 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

307 Seller's recipient for delivery (optional): Jarod Kivela

308 Firm's recipient for delivery (optional): Seth Hornung

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

310 Seller: () Firm: ()

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

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

317 Delivery address for Seller: _____

318 Delivery address for Firm: _____

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

323 Email address for Seller: jkivela@stevenspoint.com

324 Email address for Firm: hornungs@firstweber.com

325 **ADDITIONAL PROVISIONS**

- 326 None _____
- 327 _____
- 328 _____
- 329 _____
- 330 _____
- 331 _____
- 332 _____
- 333 _____
- 334 _____
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353 **ADDENDA** The attached addenda Commission Addendum, Listing Addendum
354 _____ is/are made part of this Listing.

355 **TERM OF THE CONTRACT** From the 30th day of June, 2025, up
356 to the earlier of midnight of the 30 day of December, 2025, or the conveyance
357 of the entire Property.

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

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

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

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

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

373 (x) _____
374 Seller's Signature ▲ Print Name ▶ City of Stevens Point - Jarod Kivela as agent Date ▲ _____

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

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

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

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

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

386 First Weber, Inc.
387 Firm Name ▲ _____

388 (x) _____
389 Agent's Signature ▲ Print Name ▶ Seth Hornung Date ▲ _____



COMMISSION ADDENDUM

1 Clients: City of Stevens Point - Jarod Kivela as agent

2
3 Listed Property: 1016 Third Street, Stevens Point, WI 54481 Date of Listing 06/30/2025

4
5 **THE TERMS OF THIS ADDENDUM MODIFY AND/OR SUPERSEDE ANY CONTRADICTIONARY TERMS IN**
6 **UNDERLYING LISTING AGREEMENT REGARDING THE RESPECTIVE PROVISIONS REFERENCED BELOW.**

7
8 **List-Side Commission:** List side commission shall be 5.0%, plus transaction fee of \$ 0.00.

9
10 **Buy-Side Commission/Offer of Compensation:**

- 11 • All Other Firms/Agents: "Compensation to Others" shall state Seller will pay 0.0 % (2.4%, if left blank) as
- 12 offer of compensation from Seller per the Terms of Compensation below.
- 13
- 14 • First Weber Agents: Seller will pay 0.0 % to Firm as compensation for any buyer without a cooperating firm
- 15 that submits an offer which is accepted by Seller and closes successfully.
- 16

17
18 **Terms of Compensation:**

19
20 Seller offers of compensation will be posted on **firstweber.com** and subject to the "Compensation Terms" on
21 **firstweber.com**, and will apply to All Other Firms/Agents as follows:

- 22 • Subagents: (cooperating firms working with Customer buyers). Seller's offer of compensation is to pay the
- 23 Subagent Firm which submits an offer which is accepted by Seller and which closes successfully.
- 24
- 25 • Buyer Agents: (cooperating firms working with Client buyers). The amount of Seller's offer of compensation is
- 26 identified as the amount available to Buyer's Agents, to be paid by Seller, if so negotiated in the offer, per
- 27 Compensation Terms on *firstweber.com*.
- 28

29
30 **Buy-Side Considerations:**

- 31
- 32 • Subagents/Agents working with Customer Buyers: Seller understands agents working with Customer buyers have
- 33 no contract to charge for their services and may depend on any available offers of compensation. Seller's offer of
- 34 compensation, if any, is to be offered as an incentive to such agents to help bring buyers to Seller's listing.
- 35
- 36 • Buyer Agents/Agents working with Client Buyers: Seller understands Buyer Agents have a contract which
- 37 provides for commission to Buyer Agent firm. Buyers paying such commission out-of-pocket and outside the
- 38 transaction may have less money available for purchase, potentially reducing buyers' choices. Seller is willing to
- 39 consider negotiation of a provision in an offer for payment toward such buyer's Buyer Agency fee.
- 40

41 (x) _____

(x) _____

42 City of Stevens Point - Jarod Kivela as a

43 Print Seller Name _____ Date _____

Print Seller Name _____ Date _____

44 (x) _____

(x) _____

45 Print Seller Name _____ Date _____

Print Seller Name _____ Date _____

46 (x) _____

46 Seth Hornung

47 Print Agent Name _____ Date _____

LISTING ADDENDUM

1 Clients: City of Stevens Point - Jarod Kivela as agent
 2 Listed Property: 1016 Third Street, Stevens Point, WI 54481 Date of Listing 06/30/2025

3 FOR EACH PROVISION WITH A CHECK BOX, PLEASE CHECK THE BOX TO EACH ITEM YOU WISH TO INCLUDE, AND LEAVE
 4 THE BOX BLANK, OR MARK "N/A" TO DECLINE TO INCLUDE:

5 **Home Warranty:** Seller is committing to purchase of a Home Warranty. Seller agrees to promptly include a home warranty on the
 6 Property which will include coverage for buyers for one year after closing, subject to the terms and conditions of the home warranty.
 7 Seller agrees the home warranty shall be a "Basic" plan from Universal Home Protection (UHP), [https://uhpwarranty.com/compare-](https://uhpwarranty.com/compare-warranties/)
 8 [warranties/](https://uhpwarranty.com/compare-warranties/), unless Seller selects a different plan or selects a different home warranty program. The cost of the home warranty will be
 9 paid by Seller at closing or when required under the specific home warranty plan selected by Seller. Seller authorizes Firm to mention
 10 the presence of a home warranty in marketing and Seller agrees to provide a copy of the home warranty plan to Firm and to any
 11 prospective buyer upon request.

12 **Fair Housing/Buyer Letters:** Sellers acknowledge Fair Housing concerns if buyers submit so-called "Buyers Letters" which go beyond
 13 buyers saying how they like the Property, etc., and include description of the buyers' personal characteristics, implicitly or explicitly
 14 suggesting sellers should favor them for who they are. The concern is that introduction of such factors may intentionally or unintentionally
 15 trigger conscious or unconscious biases or preferences and may lead to discrimination or appearance of discrimination. Seller
 16 understands and agrees Agent and Firm will not be asked to solicit, evaluate, or advise about any such letters. Seller acknowledges
 17 potential Fair Housing issues and will consult Seller's own counsel with any legal questions about Fair Housing.
 18

19 **Seller Commitment:** To help prevent potential violations or appearance of Fair Housing violations, Seller permits Agent to post "No
 20 Buyers Letters" in MLS, to not present such Buyers Letters if accompanying an offer, and Seller commits to disregard any such letters, if
 21 presented. If any letters are incorporated into an offer, Seller commits to disregard all non-contractual elements of any such Buyers
 22 Letter, and to consider countering-out any such letter, if countering.

23 **Property Management:** Property management services are not included. Unless expressly agreed by Firm in a separate written
 24 agreement, Seller understands that Firm is not responsible for any property management services, including but not limited to
 25 maintenance or repairs, preventive or seasonal maintenance, such as winterization or snow or ice removal, or lawn care, and Firm is not
 26 responsible for safety and security on the Property while listed.

27 **FIRPTA/Protect Sensitive Information:** The Foreign Investment In Real Property Tax Act (FIRPTA) distinguishes between "foreign" and
 28 "non-foreign" sellers. FIRPTA may require disclosure of Seller's Social Security number or Tax Identification Number (sensitive
 29 information). Seller agrees Seller will not provide, send, or copy sensitive information, or documents containing sensitive information to
 30 agents or Firm, but provide only to closing agent or qualified substitute, as defined under FIRPTA. Seller agrees agents and Firm cannot
 31 provide legal or tax advice about FIRPTA and Seller agrees to consult Seller's own counsel and/or tax adviser with questions.

32 **Alternative Dispute Resolution (Addendum ADR):** The Dispute Resolution provision in the Wisconsin WB listing forms reference
 33 alternative dispute resolution. First Weber and its agents are focused on providing professional services to create positive results for you.
 34 But in the unlikely event of a dispute, First Weber and you agree to resolve disputes using alternative dispute resolution as set forth in
 35 the attached Addendum ADR. The terms of the Addendum ADR are incorporated into your listing agreement as if they were set forth
 36 in full in your listing agreement.
 37

38 (x) _____
 39 City of Stevens Point - Jarod Kivela as a
 Print Seller Name Date
 40 (x) _____
 41 _____
 Print Seller Name Date
 42 (x) _____
 43 Seth Hornung
 Print Agent Name Date

(x) _____

 Print Seller Name Date
 (x) _____

 Print Seller Name Date

SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

1 Seller's/Owner's Name(s): _____
2 Entity Name (if any): Redevelopment Authority of the City of Stevens Point
3 Name & Title of Authorized Representative for Seller Entity: Jarod Kivela as agent
4 Property Address: 1016 Third Street Stevens Point WI 54481
5 Listing Agent and Listing Firm: Seth Hornung First Weber, Inc.

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of
7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a
8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling
9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete
11 it/them: (~~Real Estate Condition Report~~) (Vacant Land Disclosure Report) (~~Seller Disclosure Report - Commercial~~)
12 (Other: _____) **STRIKE AND COMPLETE AS APPLICABLE**

13 **CHECK LINE 14 OR LINE 20, AS APPLICABLE:**

14 **SELLER REFUSAL TO COMPLETE**

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

20 **SELLER NOT REQUIRED TO COMPLETE REPORT**

21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property
22 because **CHECK BELOW AS APPLICABLE**:

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

24 Seller is a trustee and has never occupied the Property.

25 Seller is a conservator and has never occupied the Property.

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

27 The Property includes 1 to 4 dwelling units but has not been inhabited.

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

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

32 This form was delivered to Seller by Seth Hornung on 06/30/2025
33 Agent for Firm Print Name ▲ Date ▲

34 **Seller's/Owner's Signature:** _____ **Date:** _____

35 Seller's/Owner's Signature: _____ Date: _____

36 Seller's/Owner's Signature: _____ Date: _____

37 Seller's/Owner's Signature: _____ Date: _____

38 This form was delivered to Buyer by _____ on _____
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: _____
41 _____ Initials ▲ _____ Date ▲

42 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based
43 on not receiving a completed condition or disclosure report from Seller.



NOTICE TO BUYERS & SELLERS

(This Is Not A Contract)

Blue Form

First Weber, Inc. ("First Weber") gives this Notice to you, a prospective real estate buyer or seller, to acquaint you with some common issues or practices within the real estate industry and to make you aware of some important issues to consider in your real estate transactions. This Notice also provides authorization to contact buyers and sellers with information about prospective real estate transactions and affiliate services per State and Federal telemarketing laws. First Weber is a licensed broker business entity. All references to broker or brokerage have the meaning of "Firm" as stated in Chapter 452 of the Wisconsin Statutes.

Equal Opportunity/Fair Housing. First Weber, its agents, and affiliates are committed to providing equal service to all persons. Local, state, and federal fair-housing laws prohibit discrimination against any person in violation of these laws. The parties are solely responsible for their own compliance with Fair Housing laws and will consult their own counsel with questions. Note: So-called "Buyers Letters" may be common and useful, but when including information of buyer's personal characteristics to try to get sellers to favor buyers for *who* buyers are, may trigger conscious or unconscious biases or preferences, resulting in discrimination or appearance of discrimination. Such letters should be avoided by buyers and disregarded by sellers. Agents are not authorized to advise on such letters and may not be asked to solicit, evaluate, or participate in such letters.

Legal & Tax Advice. State law prohibits real estate agents from giving legal or tax advice. Consistent with their licensure, agents may explain and assist you with approved contract-form provisions and procedures, but cannot provide legal or tax advice. First Weber recommends you consider hiring your own attorney if you have legal questions or disputes, and consult a tax attorney or accountant about any tax issues that may arise, including questions about government-tax credit, stimulus, or related programs. In "short-sales," First Weber's agents may assist in facilitating a short sale or in contacting lender(s), but are not responsible for negotiating payoffs, loan modifications, or issues relating to deficiencies. If you need advice or assistance on these issues, contact the lender, your attorney, or other qualified professional debt-relief service.

Foreign Investment in Real Property Tax Act (FIRPTA) applies to sale of property by "foreign persons" as defined per FIRPTA, and may require withholding of up to 15% of the amount realized for payment to IRS unless an exemption applies. **Buyers** can be held liable and may have a tax lien put on the property for failing to comply with FIRPTA. The parties are advised *not* to provide, send, or copy sensitive personal information such as social security or tax identification numbers to agent or Firm, or to anyone by unsecured means, but to modify offer terms to allow only direct submission to closing agent or qualified substitute. Real estate agents and firms cannot provide legal or tax advice and are *not* responsible for interpreting or implementing FIRPTA. The parties are advised to consult their own legal counsel or tax advisers.

MLS. First Weber is associated with various multiple listing services (MLS). Information in any MLS is provided by sellers, listing brokers, and other parties, or sources, and may not have been verified. Firms and agents cannot guarantee all such information posted is current, accurate, and complete, or assume responsibility for the quality of MLS information. You must verify information posted on any MLS if material to you, including number of bedrooms, school district, type of construction materials, square footage, age of updates, etc.

Square Footage/Measurements/Dimensions. Land, building, or room dimensions, measurements of square footage of finished or unfinished floor space, or acreage figures are often only approximations based on rounded measurements, various formulas used to calculate area, or may be provided by third parties such as municipal-assessment or tax information. These sources may vary. If the size or dimensions of any particular part of a property, finished or unfinished square footage, or acreage is important to you, you must independently verify that information. First Weber does not guarantee or assume responsibility for the accuracy of any measurements or figures. Note: Digital or online GPS/GIS mapping apps or programs as may be utilized by agents or parties may not be accurate and are no substitute for an actual survey of lot lines.

Third-Party Providers. First Weber, its agents, or Concierge may provide names of various service providers, including lenders, title-insurance and home-warranty companies, inspectors or testing companies, surveyors, attorneys, or other contractors and third-party providers, but First Weber does not perform those third-party or other services and is not responsible for the services or actions of these third-party professionals or providers. You are responsible for selecting providers or third-party professionals and for determining whether they have adequate expertise and qualification to render the desired services. For any referred services or products contact potential providers or third-party professionals directly to ensure you obtain the desired services or product and the best rates. (See First Weber's Affiliated Business Arrangement Disclosure).

Financing. First Weber may assist you by providing names of financial institutions and may assist you in obtaining a loan prequalification or preapproval. But First Weber is not responsible for determining or selecting a lender or type or terms of your mortgage. You are solely responsible for choosing the lender and type of mortgage. First Weber is affiliated with **Prosperity Home Mortgage Corporation**. See Affiliated Business Arrangement Disclosure.

Title Insurance. First Weber recommends title insurance, including GAP coverage, on all transactions. Title companies may assist in obtaining mortgage payoffs, tax prorations, and closing statements, but the parties are responsible for reviewing any title commitment for any potential exceptions or exceptions for title. If you have questions about any title-related issue, you may ask the title company and/or your own counsel, First Weber is affiliated with several area title companies. See Affiliated Business Arrangement Disclosure.

Homeowner's Insurance. Homeowner's insurance carriers may not insure certain properties or certain buyers. First Weber and its agents are not insurance experts and cannot advise on whether any particular property or buyer is insurable. Buyer should consult buyer's insurance agent and lender and not waive financing without confirming insurability. First Weber is affiliated with **HomeServices Insurance, Inc.** See Affiliated Business Arrangement Disclosure. Buyer should contact insurer or consider contingency if uncertain.

Home Warranty. Sellers may purchase a home warranty to provide coverage during the listing and for a period of time after the closing, or buyers may purchase a home warranty to apply after purchase. Coverage depends on the company and program and is limited to policy terms. Note: A home warranty may not cover mobile homes. Universal Home Protection provides home warranties throughout Wisconsin. See Supplemental Affiliated Business Arrangement Disclosure.

Lead-Based Paint (LBP) Disclosure. Federal law requires sellers/landlords of most residential housing built before 1978 to disclose any known lead-based paint ("LBP"), to provide any records or reports of LBP, and to provide buyers/tenants with a federally approved lead-hazard-information pamphlet. <https://www.epa.gov/lead>. Offers/leases must contain lead disclosures and acknowledgments. The regulations do not require removal of LBP hazards, but buyers have the right to include a contingency to inspect for LBP.

Inspections & Testing. Buyers are responsible for including any inspections or testing to confirm property condition and if property is satisfactory for buyers' purposes. All buyers should consider having any property professionally inspected by a State of Wisconsin registered or licensed home inspector, and buyers should include any testing contingency if wishing to test any substance, whether drinking water, soil, air, or other elements on the property. Inspection(s) should cover all material property features, including structural, mechanical, heating, electrical, plumbing, wells, septic systems, etc., and may require specialized inspectors or professionals. Buyers should consider any follow-up inspections as may be recommended by inspector, and include provision for follow-up testing, if desired. Pictures, video/virtual tours or live streaming may be used by agents or services to display a property, but are not representations of condition by agents or brokerage, and are no substitute for viewing the property. Buyers retain full responsibility for personal verification and professional inspections to confirm condition and that any given property is satisfactory to Buyers. All walk-throughs are likewise Buyer's personal responsibility. Agents may send pictures or make observations, but are not responsible for confirming, inspecting, or approving condition or work done. Even in highly competitive markets, it is not advised to "waive" inspections or testing, but to consider a limited remedy inspection or testing provisions instead.

Hazardous Substances. Asbestos, vermiculite, lead in drinking water, radium, radon gas, mold, lead-based paint, PFAS and other toxic substances or chemicals in structures, soils or water supplies can cause serious health hazards. Certain construction materials may be more prone to failure, e.g. some synthetic stucco, and others may cause contamination (e.g., formaldehyde in some products). Contact the Wisconsin DNR and each specific municipality about possible substances of concern in each community. For radon see Wisconsin Department of Health Services pamphlet [Wisconsin Home Buyers and Sellers Brochure](#) and/or the EPA's [U.S. EPA Home Buyers and Sellers Guide to Radon](#). You must arrange inspection or testing of any substances or materials of concern to you. Also see www.firstweber.com/info for more information.

Land-Use Restrictions, Regulations, Bedrooms & Nonconforming Uses. Both public and private land-use restrictions may affect a property's use and value, including zoning, building codes, deed restrictions, covenants, nonconforming properties and uses, subdivision regulations, and homeowner association (HOA) rules and regulations, etc. An HOA may impose rules and restrictions limiting what may be built, including fences, accessory structures, landscaping, building components, etc., and may impose fees or assessments. See <https://dfi.wi.gov/Pages/ConsumerServices/HomeownersAssociation/GeneralInformation.aspx>. Buyer should verify to confirm how restrictions may impact buyers' intended use, and cost, including ability to build, rebuild, remodel, replace, or enlarge improvements, particularly nonconforming structures or uses, and, verify desired access, utilities, and services. Do not assume you can install a fence or outbuilding. Buyer should confirm number of usable bedrooms with municipal assessor or building inspector. For properties on septic or "private onsite wastewater treatment systems" (POWTS), confirm sizing conformance to number of bedrooms/occupancy, particularly if involving remodeling. Page 1 of 2

Reassessment & Revaluation. Contact the assessor to inquire if there are any area-wide or other assessment or reassessments that may affect a property. For new construction, remodeling, or rehabilitation, and if any property tax increase is applicable or expected due to revaluation or reassessment, always consider re-proration in any purchase contract.

Community Attributes & Facilities. If existence or proximity of community amenities (e.g., school districts, parks, green spaces, conservancy districts, cable & internet access and similar services or facilities is important to buyer's decision to purchase, buyers should confirm such directly with the municipality, school district, or other community-entirety, public-information sources, or specific service providers. For example, if availability of specific technical requirements or capacity are important, Buyers should confirm directly with potential service providers. Terms like "high speed" internet may not be used in a technical sense and may not be assumed to be of any particular technical requirement or capability or cost.

Area Conditions. Existing and proposed developments, public projects, and nearby construction may affect the property. If concerned about existing or future conditions of an area or neighboring properties, you should thoroughly investigate, including contacting state and local municipal officials about any such projects or issues, including planned roadways, commercial developments, utilities infrastructure or transmission lines, airport expansion or utilization, wind turbines, etc. Some commercial, industrial, or certain agricultural operations, such as concentrated animal-feeding farms, may create noise and odor. You should ask appropriate governmental and private authorities about the condition of any natural features in the area, including potential infestations or diseases as Emerald Ash Borer. For waterfront or riparian property you should contact the DNR and local-governmental officials about lake and river information and boating access/usage rights and restrictions, docks and piers, stocking, existence of invasive species, and shoreland zoning, and you should confirm you can use the property for your intended purposes. For properties requiring access on or through any Tribal or Native American sovereign lands consult with all relevant governing authorities about all applicable regulations and confirm access with the title company and/or your own legal counsel.

Floodplains & Wetlands. Floodplain and wetland maps may not be complete or updated and may require a surveyor or other professional to interpret. Contact your lender, applicable governmental officials, and your insurance agent with questions about floodplain designations, insurance requirements, and rates. Property bordering navigable waters should be presumed to be within a floodplain or subject to special restrictions such as shoreland zoning or other governmental regulations. Floodplain designations change and site elevations may need verification. Floodplain insurance premiums may be expected to increase. Contact FEMA, DNR and your lender. See also www.firstweber.com/info.

Special-Purpose Districts & POWTS. If all or part of a property is in a special-purpose district (e.g., sanitary, drainage, or lake district) you should contact the applicable authorities to identify what restrictions and potential assessments may apply. Property in a sanitary district may be subject to taxes, special assessments, or other charges for sewer planning or construction, user fees, and related costs. Property in a drainage district may be subject to special assessments and other requirements. Property served by septic or POWTS may be subject to state and local regulation, and some counties require a maintenance plan and may impose notification, inspection, or testing requirements when property ownership is transferred. Replacing a POWTS may require you to install a different type of system. Both sellers and buyers are advised to ensure that, if material, the septic system is sized appropriately for the number of used bedrooms, as this may change with additions or renovations.

Use-Value Assessments/Managed-Forest Land/Conservation Reserve/Farmland-Preservation Programs. Rural, agricultural, forest, vacant, cropland, or similar property may be subject to conservation, farmland, environmental, or other land-use programs, agreements, or restrictions affecting the property's use and taxation. There may be penalties, assessments, or payback obligations pending or deferred, or which accrue upon change in use or sale of the property. Under Use-value assessment law, sellers must disclose if some or all of the property being sold is subject to use-value assessment and if a conversion charge has been assessed or deferred. Buyers/owners may be assessed substantial penalties if they change use of property subject to use-value taxation. Managed Forest Law requires sellers to disclose if property is subject. Buyers should contact DNR Division of Forestry. Conservation Reserve Program buyers should contact USDA Farm Service Agency. For property in a farmland-preservation-zoning district, or under a farmland-preservation agreement, contact Agricultural Resource Management in the WI Department of Agriculture, Trade, and Consumer Protection. For shoreland zoning, contact county zoning and DNR regarding mitigation plans, and check applicable city, town, or village regulations. NOTE: Some programs impose fees, penalties, or costs upon change of use or early termination. Consult each program and address whether the parties intend to continue a program, and which party will be responsible when the program terminates.

Proposed Use/"Buildability". A property represented as "buildable" may have unknown issues preventing/limiting building. Buyer should verify any contemplating building or improvements, including items like fencing or sheds, etc., with buyer's builder, and contact local land use/zoning authorities, about any required permits or approvals, what restrictions apply, and any deed restrictions, covenants, subdivision or HOA regulations or rules. Buyer should consider proposed use, subsoil, perk testing, access, or other such contingencies to confirm suitability, and confirm building requirements or limitations such as set-back requirements, utility hook-up, wetlands, etc., as may be applicable. Buyer should verify the availability, functionality, and cost of any specific features or services desired or intended, including internet, cable or wifi quality, and Buyer should verify permissibility of any intended present or future use, including permits or authorizations, particularly for any contemplated commercial or regulated activities, short/long-term or vacation rental.

Electrical Service. Tube or aluminum wiring, fuses, or service less than 100 amps may be considered a defect or may require upgrade by lenders or insurers to no less than 100 amp circuit-breaker service. Certain breaker boxes, e.g., Federal Pacific, may be a safety concern.

Real Property Wholesalers. Real property wholesalers are themselves responsible for all required notifications under Chapter 710 of the Wisconsin Statutes or otherwise.

Co-Brokerage Compensation/Buyer Brokerage Fees. Each Firm has its own commission and compensation policies. There is no "standard" commission or compensation rate, each being negotiable. The Firm cannot comment on other companies' policies or overall commission or co-brokerage market or offerings. Offers of compensation are recommended as incentive for subagents (agents working with Customer buyers) to participate in sale of a given listing, and incentive for Buyer Agents may be for seller to identify an amount seller agrees may be available for Buyer Agent compensation, to be negotiated in any given offer. No brokerage service is considered "free," but are in contemplation of allowable and negotiated compensation. First Weber's commission is a percentage plus fee per transaction (transaction fee), which is additional commission.

Buyer-Agency Fee Payment. Buyers under Buyer Agency may submit offers requesting seller payment of buyer's agency compensation directly at closing or may request a concession or credit. Buyers may choose to request this if unable to pay that fee out-of-pocket or if wanting that to be included in buyers' financed amount. This may apply particularly to first-time homebuyers or those saving for downpayment. Sellers should be prepared to consider such requests in negotiation. If requested fee is greater than any offer of compensation, it is recommended sellers calculate desired net proceeds and consider countering on price to retain desired net and yet accommodate the buyers' agency fee.

Digital Communications Security Advisory. Never trust wiring instructions sent via email. Email is vulnerable to hacking and phishing scams where criminals pretend to be service providers or pretend to be involved in a transaction and request financial and nonpublic information such as credit or debit card numbers, bank account information, or ask you to send or wire money. NOTE: First Weber and its agents are not involved in wiring funds and will never request such financial or nonpublic information by email or digital media. If you receive an email or digital message directly, copied, or forwarded, that requests you send funds or provide financial or nonpublic information, do not respond. Report any suspicious communication and always verify personally and directly, using trusted contact information. You may also notify us at anlifraud@firstweber.com.

NOTE: First Weber does not warrant the condition of any property being sold. Owners/sellers are responsible for all maintenance, including preventive and seasonal maintenance (e.g., winterization and ice/snow removal) on their properties, and for safety and security on their property while listed with First Weber.

Telemarketing & E-Mail Authorization. First Weber, its associates, agents, affiliates, and Concierge may, from time to time, contact you by telephone, text, or e-mail with real estate and market information related to current or prospective transactions services, or products. By signing below, you authorize First Weber, its agents, affiliates, and Concierge to provide such information. You may withdraw authorization at any time by contacting First Weber by e-mail at realestateinfo@firstweber.com or by telephone at 800-276-7260.

We acknowledge that we have received this Notice and the Telemarketing & Email & Texting Authorization.

Signature: _____
Print Name: Stevens Point - Jarod Kivela (date) _____
Tel: 7152120416 E-mail: jkivela@stevenspoint.com

Signature: _____
Print Name: _____ (date) _____
Tel: _____ E-mail: _____

First Weber, Inc. is a proud member of the HomeServices of America family of companies.



Affiliated Business Arrangement Disclosure Statement

To: Stevens Point - Jarod Kivela
From: First Weber, Inc.

Property: 1016 Third Street, Stevens Point, WI 54481
Date: 06/30/2025

This is to give you notice that First Weber, Inc. and First Weber Illinois, LLC, together doing business as First Weber and/or First Weber, REALTORS® (“First Weber”), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Priority Title Corporation, Preferred Title, LLC, Schmitt Title, LLC, Wisconsin River Title Consultants LLC, HomeServices Insurance, Inc. doing business as HomeServices Insurance Agency (“HomeServices Insurance Agency”) and Title Resources Guaranty Company (“TRG”) are part of a family of companies (the “Affiliated Companies”) owned by HomeServices of America, Inc. (“HSoA”) and each may refer to you the services of another. First Weber, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Priority Title Corporation, and HomeServices Insurance Agency are each wholly owned either directly or indirectly by HSoA. HSW Affiliates Holding, LLC, a wholly-owned subsidiary of HSoA, has an ownership interest in each of the following Affiliated Companies: Preferred Title, LLC (40%), Schmitt Title, LLC (16%), Wisconsin River Title Consultants LLC (50%). In addition, Preferred Title, LLC has an ownership interest in Schmitt Title, LLC (16%). HomeServices Title Holdings, LLC, a wholly-owned subsidiary of HSoA, indirectly owns 13.5% of TRG. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Table 1 – First Weber and Affiliated Companies		
Service Provider	Service Provided	Charge or Range of Charges
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination and Application	\$0 - \$1,665 (2% of loan amount on some bond products)
	Appraisal	\$450 - \$2,100
	Third Party Fees	\$165 - \$550 (credit report, tax service, flood cert, technology, and/or MERS)
Priority Title Corporation	Lender’s Policy (may be provided by TRG)	\$450 - \$750 if simultaneously issued with Owner’s Policy; if not, issued at Owner’s Policy rates below.
	Owner’s Policy (may be provided by TRG)	For standard coverage, \$525 flat fee up to \$15k purchase price, plus \$3.50 per \$1k from \$15k-\$250k; add \$2.50 per \$1k from \$251k-\$500k; add \$1 per \$1k from \$500k-\$2M; add \$0.85 per \$1k from 2M-10M; add \$0.65 per \$1k from \$10M to \$50M; add \$0.55 per \$1k for over \$50M. Reissue rate available.
	Endorsements	\$0 - \$1,000 depending on coverages requested.
	Settlement Fee	\$125 - \$400
Preferred Title, LLC / Schmitt Title, LLC / Wisconsin River Title Consultants LLC	Lender’s Policy (may be provided by TRG)	\$400 - \$800 if simultaneously issued with Owner’s Policy; if not, issued at Owner’s Policy rates below.
	Owner’s Policy (may be provided by TRG)	For standard coverage, \$525 flat fee up to \$15k purchase price, plus \$3.50 per \$1k from \$15k-\$300k; add \$2.50 per \$1k from \$301k-\$500k; add \$1 per \$1k from \$500k-\$2M; add \$0.85 per \$1k from \$2M to \$10M; add \$0.65 per \$1k from 10M-50M; add \$0.55 per \$1k over 50M. Reissue rate available.
	Endorsements	\$0 - \$2,000 depending on coverages requested.
	Settlement Services Fee	\$45 - \$200 deed and document preparation fees; \$125 - \$500 escrow/settlement fees
HomeServices Insurance Agency*	Homeowner’s Insurance	\$150 - \$10,000 plus per year; charges may vary based on coverage requested and other factors including multi-unit properties. Flood Insurance is not included in this estimate but may be available for an additional fee and may be lender required.

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the settlement service(s) described on **Table 1** above and that any such referrals may provide the Affiliated Companies and/or their employees with a financial or other benefit. I/we also understand that the Interested Parties may refer me/us to purchase the settlement service(s) described on **Table 2** (in the attached supplemental statement) and that any such referrals may provide the Interested Parties with a financial or other benefit.

Signature Stevens Point - Jarod Kivela (Date)

Signature _____ (Date)

* In rare cases, your insurance policy may instead be issued under another of HomeServices Insurance, Inc.’s trade names, which include: Edina Realty Insurance Agency, HomeServices Insurance Agency, InsuranceSouth, Long & Foster Insurance Agency, ReeceNichols Insurance and Trident Insurance Agency.

Supplemental Affiliated Business Arrangement Disclosure Statement Interested Parties and Additional Providers

Neither First Weber nor any other HSoA-affiliated company has any ownership interest in Universal Home Protection, LLC; Dependable Title of Wisconsin, LLC; and Point Title, LLC (collectively, "Additional Providers"). This is to give you notice, however, that some officers, employees, and real estate agents of First Weber ("Interested Parties"), individually or together, own interests in the Additional Providers. The Interested Parties are Shawna Alt, J. Michael Baker, Paul Brown, Robert Bushman, Barbara Clinard, Diana Gerke, James R. Imhoff, Jr., Daniel Lee, Carole Lukens, Heidi Mancheski, Gregory Onsager, Sharon Rapkin, David Roark, Darlene Wahls, Robert Weber, and Ruth Ann Weber. The Interested Parties' collective ownership interests in the Additional Providers are as follows: Universal Home Protection, LLC (33.3%), Dependable Title of Wisconsin, LLC (31.5%), and Point Title, LLC (62.5%). Because of these relationships, the referral of a customer (including you) by any of the Interested Parties to the Additional Providers may result in one or more of the Interested Parties receiving a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the Additional Providers' listed services. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Table 2 – Interested Parties and Additional Providers		
Service Provider	Service Provided	Charge or Range of Charges
Universal Home Protection, LLC	Home Warranty	\$625 for a Basic Plan. Additional coverages and plans available.
Dependable Title of Wisconsin, LLC	Lender's Policy	\$525
	Owner's Policy	\$525 for policies \$15,000 and under, plus \$3.50 for each additional \$1,000 or less of coverage up to \$250,000, plus \$2.50 for each additional \$1,000 or less of coverage between \$250,001 and \$500,000, plus \$1 for each additional \$1,000 or less of coverage between \$501,000 and \$2,000,000. Reissue rate available at 15% discount, with a \$525 minimum.
	Special Assessment/Verification	\$20 - \$50
	Endorsements	\$0 - \$500 depending on coverages requested.
	Deed Preparation Fee	\$100 - \$150
	Closing Fee	\$250-\$350, plus \$25 per wire and \$100 for overnight service.
Point Title, LLC	Lender's Policy	\$450
	Owner's Policy	\$525 for policies \$15,000 and under, plus \$3.50 for each additional \$1,000 or less of coverage up to \$250,000, plus \$2.50 for each additional \$1,000 or less of coverage between \$251,000 and \$500,000, plus \$1 for each additional \$1,000 or less of coverage between \$501,000 and \$1,000,000. Reissue rate available at 15% discount, with a \$525 minimum.
	Special Assessment/Verification	\$75 minimum; varies by municipality and number of parcels.
	Endorsements	\$0 - \$500 depending on coverages requested.
	Deed Preparation Fee	\$125
	Closing Fee	\$200-\$350, plus \$50 per wire and \$40 overnight package.

[see acknowledgment on the preceding page]



Don't Let Scam Artists Steal Your Money!

Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals.

These sophisticated criminals could:

- Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- They can even send you emails, or forward emails, that appear to be from your agent, your closer or another trusted source!

When you are using First Weber, Inc.
and our family of services,
we will **NEVER** ask you to wire money via email,
EVER!

If you receive wiring instructions, or other requests to send nonpublic personal information, even if it appears legitimate, do not send money to that account. Always verify such instructions directly with your closer and your bank.

When confirming instructions, DO NOT use a phone number or other contact information from an email! Use a business phone number for your closer or bank from an independently verified source.

If you receive an email message directly or forwarded concerning any transaction involving First Weber, Inc., and the email requests that you send funds or provide nonpublic personal information, **DO NOT RESPOND TO THE EMAIL.** Immediately contact the authorities, contact First Weber, Inc. at 608-443-2255, and please forward any suspected email fraud to: antifraud@firstweber.com

I acknowledge the above information:

(Buyer/Seller) _____

(Date) _____ Stevens Point - Jarod Kivela

(Buyer/Seller) _____

(Date) _____

