



**VIRTUAL/TELECONFERENCE
REAL ESTATE EXAMINING BOARD
Virtual, 4822 Madison Yards Way, Madison
Adam Barr (608) 266-2112
April 14, 2022**

The following agenda describes the issues that the Board plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions of the Board.

AGENDA

10:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1-4)**
- B. Approval of Minutes of February 3, 2022 (5-14)**
- C. Reminders: Conflicts of Interest, Scheduling Concerns
- D. Introductions, Announcements and Recognition
- E. Administrative Matters**
 - 1) Department, Staff and Board Updates
 - 2) Board Members – Term Expiration Dates
 - a. Berry, Jeffery K. – 7/1/2022
 - b. Kaleka, Gurmit S. – 7/1/2025
 - c. Lacy, Cathy J – 7/1/2025
 - d. Lauer, Elizabeth A. – 7/1/2022
 - e. Mays, Sonya G. – 7/1/2024
 - f. Pierce, Dennis M. – 7/1/2013
 - g. Richie, Thomas J. – 7/1/2022
- F. Board Chair Meeting and Options to Address Department Resources – Discussion and Consideration**
- G. Legislative and Policy Matters – Discussion and Consideration
- H. Administrative Rules Matters – Discussion and Consideration**
 - 1) Rules Project Chart **(15-16)**
 - 2) Pending or Possible Rulemaking Projects
- I. Report and Possible Action from the Real Estate Contractual Forms Advisory Council**
 - 1) WB-24 – Option to Purchase **(17-26)**

- J. Report and Possible Action from the Council on Real Estate Curriculum and Examinations**
- K. Broker Supervision of Real Estate Salespersons – Discussion and Consideration**
- L. Newsletter Matters – Discussion and Consideration**
- M. Credentialing Matters – Discussion and Consideration**
 - 1) Credentials Issued Between Meetings (27)
- N. COVID-19 – Discussion and Consideration**
- O. Discussion and Consideration of Items Added After Preparation of Agenda:**
 - 1) Introductions, Announcements and Recognition
 - 2) Administrative Matters
 - 3) Election of Officers
 - 4) Appointment of Liaisons and Alternates
 - 5) Delegation of Authorities
 - 6) Education and Examination Matters
 - 7) Credentialing Matters
 - 8) Practice Matters
 - 9) Legislative and Policy Matters
 - 10) Administrative Rule Matters
 - 11) Liaison Reports
 - 12) Board Liaison Training and Appointment of Mentors
 - 13) Informational Items
 - 14) Division of Legal Services and Compliance (DLSC) Matters
 - 15) Presentations of Petitions for Summary Suspension
 - 16) Petitions for Designation of Hearing Examiner
 - 17) Presentation of Stipulations, Final Decisions and Orders
 - 18) Presentation of Proposed Final Decisions and Orders
 - 19) Presentation of Interim Orders
 - 20) Petitions for Re-Hearing
 - 21) Petitions for Assessments
 - 22) Petitions to Vacate Orders
 - 23) Requests for Disciplinary Proceeding Presentations
 - 24) Motions
 - 25) Petitions
 - 26) Appearances from Requests Received or Renewed
 - 27) Speaking Engagements, Travel, or Public Relation Requests, and Reports
- P. Public Comments**

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).

Q. Deliberation on Department of Legal Services and Compliance (DLSC) Matters

- 1) Proposed Stipulations, Final Decisions and Orders**
 - a. 20 REB 113 – Christopher D. Meneghini **(28-36)**
 - b. 21 REB 046 – Danyelle M. Dalbec **(37-43)**
 - c. 21 REB 088 – Steven Thao **(44-49)**
 - d. 21 REB 113 – Jeffrey T. Pedriana **(50-55)**
- 2) Administrative Warnings**
 - a. 21 REB 118 – I.J. **(56-57)**
- 3) Case Closings**
 - a. 19 REB 097 – K.J., F.A., A.J.R.E. **(58-66)**
 - b. 20 REB 025 – P.B. **(67-88)**
 - c. 20 REB 043 – R.G., J.H., S.R. **(89-94)**
 - d. 20 REB 097 – J.P., W.W., M.L., E.R. **(95-103)**
 - e. 21 REB 064 – J.S. **(104-107)**
 - f. 21 REB 103 – B.W., C.R.E.W. **(108-111)**
- 4) Monitoring Matters**
 - a. Chase C. Erickson, Real Estate Broker, Wild Rivers Realty & Associates, Inc., Real Estate Entity – Requesting Full Licensure **(112-125)**
 - b. Rodney Reinke, Real Estate Broker – Requesting Full Licensure **(126-142)**

R. Deliberation of Items Added After Preparation of the Agenda

- 1) Education and Examination Matters
- 2) Credentialing Matters
- 3) DLSC Matters
- 4) Monitoring Matters
- 5) Professional Assistance Procedure (PAP) Matters
- 6) Petitions for Summary Suspensions
- 7) Petitions for Designation of Hearing Examiner
- 8) Proposed Stipulations, Final Decisions and Order
- 9) Proposed Interim Orders
- 10) Administrative Warnings
- 11) Review of Administrative Warnings
- 12) Proposed Final Decisions and Orders
- 13) Matters Relating to Costs/Orders Fixing Costs
- 14) Case Closings
- 15) Board Liaison Training
- 16) Petitions for Assessments and Evaluations
- 17) Petitions to Vacate Orders
- 18) Remedial Education Cases
- 19) Motions
- 20) Petitions for Re-Hearing
- 21) Appearances from Requests Received or Renewed

S. Consulting with Legal Counsel

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

- T. Vote on Items Considered or Deliberated Upon in Closed Session, if Voting is Appropriate
- U. Open Session Items Noticed Above Not Completed in the Initial Open Session

ADJOURNMENT

NEXT MEETING: JUNE 16, 2022

**VIRTUAL/TELECONFERENCE
REAL ESTATE EXAMINING BOARD
4822 Madison Yards Way, Madison, WI 53705
Contact: Adam Barr (608) 266-2112
April 14, 2022**

**REAL ESTATE EXAMINING BOARD
2021 WISCONSIN PUBLIC RECORDS LAW FACILITATED TRAINING
10:15 A.M. OR IMMEDIATELY FOLLOWING THE BOARD MEETING**

A quorum of the Real Estate Examining Board may be present; however, no board business will be conducted.

MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held at 4822 Madison Yards Way, Madison, Wisconsin, unless otherwise noted. In order to confirm a meeting or to request a complete copy of the board's agenda, please call the listed contact person. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of disciplinary hearings may be changed by the examiner for the convenience of the parties. Requests for interpreters for the deaf or hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer, 608-266-2112, or the Meeting Staff at 608-266-5439.

**VIRTUAL/TELECONFERENCE
REAL ESTATE EXAMINING BOARD
MEETING MINUTES
FEBRUARY 3, 2022**

PRESENT: Jeffery Berry, Gurmit Kaleka, Cathy Lacy, Elizabeth Lauer, Sonya Mays, Dennis Pierce, Thomas Richie

STAFF: Adam Barr, Executive Director; Jon Derenne, Legal Counsel; Nilajah Hardin, Administrative Rules Coordinator; Dana Denny, Administrative Rule Coordinator; Kimberly Wood, Program Assistant Supervisor, Adv.; Megan Glaeser, Bureau Assistant; and Other Department Staff

CALL TO ORDER

Thomas Richie, Chairperson, called the meeting to order at 10:00 a.m. A quorum was confirmed with seven (7) members present.

ADOPTION OF AGENDA

MOTION: Dennis Pierce moved, seconded by Elizabeth Lauer, to adopt the Agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES OF DECEMBER 9, 2021

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to approve the Minutes of December 9, 2021 as published. Motion carried. Abstained: 1 (Richie)

ADMINISTRATIVE MATTERS

Election of Officers

Chairperson

Slate of Officers

NOMINATION: Dennis Pierce nominated the 2021 slate of officers to continue in 2022. All officers accepted their nominations.

Adam Barr, Executive Director, called for nominations three (3) times.

The Slate of Officers was elected by unanimous voice vote.

ELECTION RESULTS	
Chairperson	Thomas Richie
Vice Chairperson	Elizabeth Lauer
Secretary	Dennis Pierce

Appointment of Liaisons and Alternates

LIAISON APPOINTMENTS	
Credentialing Liaison	Elizabeth Lauer <i>Alternate: Thomas Richie</i>
Education and Examinations Liaison	Cathy Lacy <i>Alternate: Sonya Mays</i>
Monitoring Liaison	Elizabeth Lauer <i>Alternate: Jeffery Berry</i>
Professional Assistance Procedure (PAP) Liaison	Gurmit Kaleka <i>Alternate: Dennis Pierce</i>
Legislative Liaison	Sonya Mays, Thomas Richie
Travel Authorization Liaison	Dennis Pierce <i>Alternate: Elizabeth Lauer</i>
Newsletter Liaison	Sonya Mays, Thomas Richie
Website Liaison(s)	Cathy Lacy <i>Alternate: Gurmit Kaleka</i>
COMMITTEE MEMBER APPOINTMENTS	
Real Estate Contractual Forms Advisory Committee Chairperson	Sonya Mays
Council on Real Estate Curriculum and Examination Representative	Elizabeth Lauer
SCREENING PANEL	
Screening Panel Team 1	Dennis Pierce, Thomas Richie, Jeffery Berry
Screening Panel Team 2	Sonya Mays, Elizabeth Lauer
Screening Panel Team 3	Gurmit Kaleka, Cathy Lacy

Delegation of Authorities

Document Signature Delegations

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to delegate authority to the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) to sign documents on behalf of the Board in order to carry out its duties. Motion carried unanimously.

MOTION: Cathy Lacy moved, seconded by Dennis Pierce, in order to carry out duties of the Board, the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) has the ability to delegate signature authority for purposes of facilitating the completion of assignments during or between meetings. The members of the Board hereby delegate to the Executive Director or DPD Division Administrator, the authority to sign on behalf of a board member as necessary. Motion carried unanimously.

Delegated Authority for Urgent Matters

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, that in order to facilitate the completion of urgent matters between meetings, the Board delegates its authority to the Chairperson (or, in the absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession), to appoint liaisons to the Department to act in urgent matters. Motion carried unanimously.

Delegation to Chief Legal Counsel Due to Loss of Quorum

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to delegate the review and authority to act on disciplinary cases to the Department's Chief Legal Counsel due to lack of/loss of quorum after two consecutive meetings. Motion carried unanimously.

Monitoring Delegations

Delegation of Authorities for Monitoring

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to adopt the "Roles and Authorities Delegated for Monitoring" document as presented in the February 3, 2022 agenda materials on pages 20-21. Motion carried unanimously.

Delegation of Authorities for Legal Counsel to Sign Monitoring Orders

MOTION: Thomas Richie moved, seconded by Dennis Pierce, to delegate to Legal Counsel the authority to sign Monitoring orders that result from Board meetings on behalf of the Board Chairperson. Motion carried unanimously.

Credentialing Authority Delegations

Delegation of Authority to Credentialing Liaison

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to delegate authority to the Credentialing Liaison(s) to serve as a liaison between the Department and the Board and to act on behalf of the Board in regard to credentialing applications or questions presented to them, including the signing of documents related to applications. Motion carried unanimously.

Delegation of Authority to DSPS When Credentialing Criteria is Met

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to delegate credentialing authority to the Department to act upon applications that meet all credentialing statutory and regulatory requirements without Board or Board liaison review. Motion carried unanimously.

Delegation of Authority for Predetermination Reviews

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to delegate authority to the Department Attorneys to make decisions regarding predetermination applications pursuant to Wis. Stat. § 111.335(4)(f). Motion carried unanimously.

Delegation of Authority for Conviction Reviews

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to delegate authority to the Department Attorneys to review and approve applications with convictions which are not substantially related to the practice of real estate. Motion carried unanimously.

Delegation to DSPS When Applicant's History Has Been Previously Reviewed

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to delegate authority to Department staff to approve applications where criminal background checks have been approved for a previous real estate credential and there is no new conviction record. Motion carried unanimously.

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to delegate authority to Department staff to approve Real Estate Business Entity Applications in which the identified licensed Broker Business Representatives have previously been approved for a full Real Estate Broker credential or renewal after criminal background check and there has been no criminal activity since the previous license/renewal approval. Motion carried unanimously.

Delegated Authority for Application Denial Reviews

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to delegate authority to the Department's Attorney Supervisors to serve as the Board's designee for purposes of reviewing and acting on requests for hearing as a result of a denial of a credential. Motion carried unanimously.

Pre-Screening Delegation to Close Cases

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to delegate to the screening attorney the authority to close cases that do not clearly present a provable violation and cases that do not merit review by the full panel to the screening attorney. Cases that the screening attorney has the authority to close include cases where there is a lack of jurisdiction, where the Board has already taken action on the matter (duplicate case, Board has taken action in regard to the credential holder that addressed the conduct and further action is unnecessary), cases where there is no legal violation of the statutes/regulations, or cases where there is not enough evidence to prove a violation and additional investigation will not yield a different result. The screening attorney is also delegated the authority to immediately open any case where they believe there is an immediate risk of harm, the materials on their face warrant discipline (such as failure to respond), or cases that have a provable violation. Motion carried unanimously.

Voluntary Surrenders

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to delegate authority to the assigned case advisor to accept or refuse a request for voluntary surrender pursuant to Wis. Stat. § 440.19 for a credential holder who has a pending complaint or disciplinary matter. Motion carried unanimously.

Education and Examination Liaison(s) Delegation

MOTION: Thomas Richie moved, seconded by Sonya Mays, to delegate authority to the Education and Examination Liaison(s) to address all issues related to education and examinations. Motion carried unanimously.

Authorization for DSPS to Provide Board Member Contact Information to National Regulatory Related Bodies

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to authorize the Department staff to provide national regulatory related bodies with all board member contact information that the Department retains on file. Motion carried unanimously.

Optional Renewal Notice Insert Delegation

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to designate the Chairperson (or, in the absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) to provide a brief statement or link relating to board-related business within the license renewal notice at the Board's or Board designee's request. Motion carried unanimously.

Legislative Liaison Delegation

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to delegate authority to the Legislative Liaisons to speak on behalf of the Board regarding legislative matters. Motion carried unanimously.

Travel Authorization Liaison Delegation

MOTION: Thomas Richie moved, seconded by Dennis Pierce, to delegate authority to the Travel Authorization Liaison to approve any board member travel to and/or participation in events germane to the board, and to designate representatives from the Board to speak and/or act on the Board's behalf at such events. Motion carried unanimously.

Newsletter Liaison(s) Delegation

MOTION: Sonya Mays moved, seconded by Elizabeth Lauer, to delegate authority to the newsletter liaison(s) to handle all matters relating to newsletters or digests. Motion carried unanimously.

Website Liaison(s) Delegation

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to authorize to the Website Liaison(s) to act on behalf of the Board in working with Department staff to identify and execute website updates. Motion carried unanimously.

ADMINISTRATIVE RULES MATTERS

Adoption Orders

REEB 12, Relating to Reciprocal Credentials for Service Members, Former Service Members, and Their Spouses

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to approve the Adoption Order for Clearinghouse Rule 21-055, relating to Reciprocal Credentials for Service Members, and Their Spouses. Motion carried unanimously.

REEB 24, Relating to Conduct and Ethical Practices

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to approve the Adoption Order for Clearinghouse Rule 21-043, relating to the Conduct and Ethical Practice of licensees. Motion carried unanimously.

REEB 12, Relating to Obsolete References and Predetermination of Criminal Convictions in Licensure Applicants and Apprenticeships

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to authorize the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) to approve a germane modification to CR 21-018, relating to obsolete references to predetermination of criminal convictions in licensure applicants and; and to authorize DSPS staff to submit the germane modification to the Wisconsin Joint Committee for Review of Administrative Rules (JCRAR). Motion carried unanimously.

REPORT AND POSSIBLE ACTION FROM THE REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL

WB-40 – Amendment to Offer to Purchase

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to approve the WB-40 – Amendment to Offer to Purchase form as presented on page 42 of the February 3, 2022 meeting agenda materials, and to designate the Chairperson to approve the final version of this form. Motion carried unanimously.

WB-41 – Notice Relating to Offer to Purchase

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to approve the WB-41 – Notice Relating to Offer to Purchase form as presented on page 43 of the February 3, 2022 meeting agenda materials, and to designate the Chairperson to approve the final version of this form. Motion carried unanimously.

WB-44 – Counter Offer

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to approve the WB-44 – Counter Offer form as presented on page 44 of the February 3, 2022 meeting agenda materials, and to designate the Chairperson to approve the final version of this form. Motion carried unanimously.

WB-45 – Cancellation Agreement and Mutual Release

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to approve the WB-45 – Cancellation Agreement and Mutual Release form as presented on page 45 of the February 3, 2022 meeting agenda materials, and to designate the Chairperson to approve the final version of this form. Motion carried unanimously.

CLOSED SESSION

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.). Thomas Richie, Chairperson, read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote: Jeffery Berry-yes; Gurmit Kaleka-yes; Cathy Lacy -yes; Elizabeth Lauer-yes; Sonya Mays-yes; Dennis Pierce-yes; and Thomas Richie-yes. Motion carried unanimously.

The Board convened into Closed Session at 11:50 a.m.

DIVISION OF LEGAL SERVICES AND COMPLIANCE (DLSC) MATTERS

Stipulations, Final Decisions and Orders

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings of the following cases:

1. 18 REB 058 and 20 REB 092 – Katherine Cain, Avenue Real Estate, LLC
2. 19 REB 012 – Douglas Nelson, New Home Star Wisconsin, LLC
3. 19 REB 093 – Michael Coke, Terra Firma Realty, Inc.
4. 20 REB 005 – Connie Rogge, Northern Exposure Real Estate, LLC
5. 20 REB 116 – Darry Wortham
6. 21 REB 041 – Guangfu Jia, Harbin Realty Management, LLC

Motion carried unanimously.

20 REB 113 – Christopher Meneghini

MOTION: Cathy Lacy moved, seconded by Jeffery Berry, to reject the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Christopher Meneghini, DLSC Case Number 20 REB 113 and refer back to DLSC for further action. Motion carried unanimously.

Administrative Warnings

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to issue an Administrative Warning in the matter of the following cases:

1. 19 REB 012 – M.K.
2. 21 REB 090 – R.S.

Motion carried unanimously.

Case Closings

20 REB 116 – D.B., I.R.

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to close DLSC Case Number 20 REB 116, against D.B., I.R., for Prosecutorial Discretion (P2). Motion carried unanimously.

Monitoring Matters

Constance Miles, Real Estate Salesperson – Requesting Full Licensure

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to grant the request of Constance Miles for Full Licensure. Motion carried unanimously.

James Schmitt, Real Estate Salesperson – Requesting Full Licensure

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to grant the request of James Schmitt for Full Licensure. Motion carried unanimously.

Tyler Sweeney, Real Estate Broker – Requesting Mentor Broker Approval

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to deny the request of Tyler Sweeney for Mentor Broker Approval. **Reason for Denial:** Mentor may present possible conflict of interest due to familial relationship. Motion carried unanimously.

DELIBERATION ON PROPOSED FINAL DECISION AND ORDERS

Raymond H. Chou and Target Solutions, LLC, Respondents – DHA Case Number SPS-21-0045/DLSC Case Numbers 17 REB 095, 17 REB 109, and 18 REB 046

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to adopt the Findings of Fact, Conclusions of Law, and Proposed Decision and Order in the matter of disciplinary proceedings against Raymond H. Chou and Target Solutions, LLC, Respondents – DHA Case Number SPS-21-0045/DLSC Case Numbers 17 REB 095, 17 REB 109, and 18 REB 046. Motion carried unanimously.

(Thomas Richie recused himself and left the room for deliberation and voting in the matter concerning Raymond H. Chou and Target Solutions, LLC, Respondents – DHA Case Number SPS-21-0045/DLSC Case Numbers 17 REB 095, 17 REB 109, and 18 REB 046.)

RECONVENE TO OPEN SESSION

MOTION: Cathy Lacy moved, seconded by Jeffery Berry, to reconvene into Open Session. Motion carried unanimously.

The Board reconvened into Open Session at 12:55 p.m.

**VOTE ON ITEMS CONSIDERED OR DELIBERATED UPON IN CLOSED SESSION,
IF VOTING IS APPROPRIATE**

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to affirm all motions made and votes taken in Closed Session. Motion carried unanimously.

(Be advised that any recusals or abstentions reflected in the closed session motions stand for the purposes of the affirmation vote.)

ADJOURNMENT

MOTION: Cathy Lacy moved, seconded by Sonya Mays, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 12:57 p.m.

DRAFT

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Dana Denny		2) Date when request submitted: 04/04/2022 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting</small>	
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board			
4) Meeting Date: 04/14/2022	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Administrative Rule Matters – Discussion and Consideration 1. Rule Projects Chart 2. Pending or Possible Rulemaking Projects	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <i>(If yes, please complete Appearance Request for Non-DSPS Staff)</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required: N/A	
10) Describe the issue and action that should be addressed: Attachment: •Real Estate Rule Projects Chart Copies of current Board Rule Projects Can be Viewed Here: https://dsps.wi.gov/Pages/RulesStatutes/PendingRules.aspx			
11) Authorization			
<i>Dana Denny</i>		04/04/22	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

**Real Estate Examining Board
Rule Projects (updated 04/4/22)**

Clearinghouse Rule Number	Scope #	Scope Expiration	Code Chapter Affected	Relating clause	Current Stage	Next Step
21-055	098-20	01/27/2023	REEB 12	Reciprocal Credentials for Service Members, Former Service Members, and their Spouses	Rule Effective 04/01/22	
21-018	097-20	01/27/2023	REEB 12	Obsolete References to Predetermination of Criminal Convictions in Licensure Applicants and Apprenticeships	Germane Modification Language under Peer Review	JCRAR Germane Modification submission
21-043	075-19	02/12/2022	REEB 24	Conduct and Ethical Practices	Rule Effective 04/01/22	

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Adam Barr, Executive Director		2) Date when request submitted: 4/8/2022 Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting	
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board			
4) Meeting Date: 4/14/2022	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Report and Possible Action from the Real Estate Contractual Forms Advisory Council 1) WB-24 – Option to Purchase	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if applicable: N/A	
10) Describe the issue and action that should be addressed: Please review and consider the proposed changes to the WB-24 as recommended by the Real Estate Contractual Forms Advisory Council. If changes are approved take action to approve.			
11) Authorization			
Adam Barr		4/8/2022	
Signature of person making this request		Date	
Supervisor (Only required for post agenda deadline items)		Date	
Executive Director signature (Indicates approval for post agenda deadline items)		Date	
Directions for including supporting documents: 1. This form should be saved with any other documents submitted to the Agenda Items folders. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

WB-24 OPTION TO PURCHASE

1 **LICENSEE DRAFTING THIS OPTION ON _____ [DATE] IS (AGENT OF BUYER) (AGENT**
2 **OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~**

3 The Seller (Optionor), _____, hereby grants to
4 the Buyer (Optionee), _____,
5 an option to purchase (Option) the Property known as [Street Address] _____
6 _____ in the _____
7 of _____, County of _____, Wisconsin, on the following terms:

8 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies,
9 is/are signed by all Sellers and delivered to Buyer on or before _____ (Time is of the Essence).

10 **OPTION TERMS**

11 ■ **INITIAL OPTION FEE:** An option fee of \$ _____ will be paid by Buyer to Seller within _____ days of
12 the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 71 of this Option is checked.

13 ■ **EXERCISE DEADLINE:** This Option may only be exercised if Buyer delivers written notice to Seller no later than
14 midnight on _____ unless extended per lines 18-19.

15 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 506-512, or (ii) any other written
16 notice which states that Buyer exercises this Option. If the Option is exercised, \$ _____ of the option fee
17 and \$ _____ of the option extension fee, if any, shall be a credit against the purchase price at closing.

18 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight on _____,
19 upon payment of an option extension fee of \$ _____ to Seller on or before _____.

20 ■ **OPTION FEES:** Unless otherwise provided in this Option, the option fee and the option extension fee shall be nonrefundable.

21 **CAUTION: If the option fees are to be paid into the listing firm's trust account or to a third party, specify in additional**
22 **provisions at lines 447-478 or in a separate agreement attached per line 446. An escrow agreement should be drafted**
23 **by the Parties or an attorney.**

24 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option the following shall be the terms of purchase:

25 ■ **PURCHASE PRICE:** _____ Dollars
26 (\$ _____) will be paid in cash or equivalent at closing unless otherwise agreed in writing.

27 ■ **INCLUDED IN PURCHASE PRICE:** Included in the purchase price is the Property, all Fixtures on the Property as of
28 the date on line 1 of this Option (unless excluded at lines 33-34), and the following additional items: _____
29 _____.

30 **NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included**
31 **or not included.**

32 ■ **NOT INCLUDED IN PURCHASE PRICE:** Not included in purchase price is Seller's personal property (unless included
33 at lines 28-29) and the following: _____
34 _____.

35 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines**
36 **38-47) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP**
37 **tanks, etc.) and will continue to be owned by the lessor.**

38 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
39 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not
40 easily removable without damage to the premises, items specifically adapted to the premises and items customarily
41 treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
42 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
43 cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor
44 coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central
45 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
46 fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "Fixture" does not
47 include trade fixtures owned by tenants of the Property.

48 **CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures**
49 **(e.g., water softener or other water conditioning systems, home entertainment and satellite dish components,**
50 **L.P. tanks, etc.) on lines 33-34.**

51 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and**
52 **debris, if applicable.**

53 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees;
54 (3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; ~~STRIKE AS~~
55 ~~APPLICABLE~~ and all other dates and Deadlines in this Option except: _____
56 _____.

57 If "Time is of the Essence" applies to a date or Deadline,
58 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a
date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

59 **RECORDING OF OPTION** Buyer (may) (may not) **STRIKE ONE** record this Option at Buyer's expense.
 60 Buyer (may) (may not) **STRIKE ONE** ("may" if neither is stricken) record a separate instrument evidencing this Option at
 61 Buyer's expense. If recording this Option or a separate instrument evidencing this Option, the parties agree to provide the
 62 applicable legal description and authenticated or acknowledged signatures as may be required.

63 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**
 64 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 65 under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)
 66 (oral) **STRIKE ONE** lease(s), if any, are _____
 67 _____

68 Insert additional terms, if any, at lines 447-478 or attach as an addendum per line 446.

69 **LEASE-OPTION PROVISIONS** **CHECK BOX ON LINE 70 OR 71, IF APPLICABLE:**
 70 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.
 71 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option,
 72 entering into a written lease for the Property with minimum terms which shall include: term from _____
 73 to _____ and an initial rent of _____ per month or this Option shall be null and void.

74 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 70 OR 71 WAS CHECKED ABOVE:**
 75 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of
 76 \$ _____ shall be applied to the purchase price while the balance shall be deemed solely rent
 77 that is retained by Seller.

78 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**
 79 Buyer may not exercise this Option unless Buyer is current with all rent.
 80 Any material breach of the lease by Buyer shall also constitute a default under this Option.
 81

82 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option,
 83 Seller has no notice or knowledge of any Defects (lines 266-269) other than those identified in Seller's disclosure report
 84 dated _____ and, if applicable, Real Estate Condition Report dated _____, and, if
 85 applicable, Vacant Land Disclosure Report dated _____, which was/were received by Buyer prior to Buyer
 86 signing this Option and which is/are made a part of this Option by reference **COMPLETE DATES OR STRIKE AS**
 87 **APPLICABLE** and _____
 88 _____

89 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

90 **CAUTION: Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers**
 91 **with a Real Estate Condition Report as provided in Wis. Stat. § 709.03. If the Property does not include any**
 92 **buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be**
 93 **required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been**
 94 **inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for**
 95 **example, personal representatives who have never occupied the Property. The law provides: "§ 709.02**
 96 **Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of**
 97 **sale or option contract, to the prospective buyer of the property a completed copy of the report . . . A prospective**
 98 **buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-**
 99 **day period, rescind the . . . option contract by delivering a written notice of rescission to the owner or the owner's**
 100 **agent." Buyer may also have certain rescission rights if a Real Estate Condition Report or Vacant Land Disclosure**
 101 **Report disclosing defects is furnished before expiration of the 10 days, but after the Option is submitted to Seller.**
 102 **Buyer should review the report form or consult with an attorney for additional information regarding rescission**
 103 **rights.**

104 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to
 105 Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this
 106 provision (lines 104-107), Defect does not include structural, mechanical or other conditions of which the Buyer has actual
 107 knowledge or written notice or which Buyer discovers prior to the exercise of this Option.

108 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized
 109 inspections, investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or
 110 tests Buyer intends to perform as part of Buyer's due diligence items on lines 447-478, 138-142, or attach as an addendum
 111 per line 446. In addition, Buyer may need to obtain and review documents relevant to financing approval, appraisals, or
 112 perform general due diligence activities for the transaction, including but not limited to: business records, condominium
 113 documents, maps or other information, municipal and zoning ordinances, recorded building and use restrictions,
 114 covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property.
 115 Buyer may also need to obtain or verify certain permits, zoning variances, other governmental or private approvals,
 116 environmental audits and subsoil tests, required road improvements, utility hook-up and installation costs, or other

117 development related costs and fees, in order to fully determine the feasibility of any proposed or planned development of
 118 the Property. Seller agrees to cooperate with Buyer as necessary to complete any due diligence items or any authorized
 119 investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise agreed by
 120 the Parties in writing.

121 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this
 122 Option. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 123 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 124 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 125 building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 126 inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
 127 necessary to perform the activities authorized in this Option. Buyer or licensees or both may be present at all inspections
 128 and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct
 129 testing of the Property. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections
 130 and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection
 131 and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution
 132 which may be required to be reported to the Wisconsin Department of Natural Resources.

133 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a
 134 Wisconsin licensed or certified appraiser and to conduct the following inspections and tests (see lines 121-132) prior to Buyer's
 135 exercise of this Option. Any inspection(s) and test(s) shall be performed by a qualified independent inspector or expert, or an
 136 independent qualified third party. Inspections and testing shall be conducted pursuant to government or industry protocols and
 137 standards, as applicable.

138 List inspections (e.g., home, roof, foundation, septic) here: _____

139 _____
 140 List tests (e.g., radon, lead-based paint, well water) here: _____

141 _____
 142 Describe additional inspections and tests, if any, at lines 447-478 or attach as an addendum per line 446.

143 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test,**
 144 **(e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 145 **material terms.**

146 **CLOSING** This transaction is to be closed (within _____ days after the exercise of this
 147 Option) (no later than _____) **STRIKE AND COMPLETE AS APPLICABLE** at the
 148 place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday,
 149 or a federal or a state holiday, the closing date shall be the next Business Day.

150 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
 151 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The**
 152 **real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or**
 153 **money transfer instructions.**

154 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing
 155 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or
 156 homeowners association assessments, fuel and _____

157 _____
 158 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

159 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

160 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

161 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 162 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS
 163 CHOICE APPLIES IF NO BOX IS CHECKED.

164 Current assessment times current mill rate (current means as of the date of closing)

165 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 166 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

167 _____

168 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may**
 169 **be substantially different than the amount used for proration especially in transactions involving new**
 170 **construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact**
 171 **the local assessor regarding possible tax changes.**

172 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes
 173 on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall,
 174 within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The
 175 Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-

176 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in
177 this transaction.

178 **TITLE EVIDENCE**

179 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty
180 deed (or condominium deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal
181 representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and
182 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for
183 the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the
184 Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general taxes
185 levied in the year of closing and _____

186 _____
187 _____ (insert other allowable exceptions from title, if any),
188 which constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
189 the documents necessary to provide a recordable conveyance and pay the Wisconsin Real Estate Transfer Fee.

190 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
191 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
192 **making improvements to Property or a use other than the current use.**

193 ■ **SELLER CHANGES PROHIBITED:** The Parties agree that Seller shall not rezone the Property or create any additional
194 liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and
195 encumbrances that will be removed at closing.

196 **TITLE UPON GRANTING OF OPTION**

197 If the box at line 199 is not checked, no title insurance commitment shall be provided by Seller upon the granting of this
198 Option.

199 A title insurance commitment shall be delivered to Buyer or Buyer's attorney not more than _____ days ("15" if
200 left blank) after Seller grants this Option showing title to the Property as of a date no more than 15 days before delivery
201 of such title evidence to be merchantable per lines 179-188, subject only to liens which will be paid out of the proceeds
202 of closing and standard title insurance requirements and exceptions. (Seller)(Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is
203 stricken) shall pay for this title evidence.

204 ■ **TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION:** If the title insurance commitment delivered after the
205 granting of this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within _____
206 days ("15" if left blank) after delivery of the title insurance commitment to Buyer or Buyer's attorney. Seller shall have
207 _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating
208 Seller's election to remove or not to remove the objections by time of closing. If Seller elects not to remove said objections,
209 or no election is made by Seller by the deadline at line 207, Buyer shall have (5) days to deliver written notice to Seller
210 terminating this Option and Buyer's option fee (shall) (shall not) ~~STRIKE ONE~~ be returned ("shall" if neither is stricken) to
211 Buyer. If Buyer does not deliver timely written notice terminating this Option, Buyer's title objections made under the
212 provisions of lines 204-206 are waived and the title evidence delivered to Buyer herein is deemed acceptable.

213 **TITLE UPON EXERCISE OF OPTION**

214 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
215 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
216 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by
217 Buyer's lender and recording the deed or other conveyance.

218 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
219 ~~STRIKE ONE~~ ("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
220 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
221 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
222 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines
223 230-231).

224 ■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment shall
225 be delivered to Buyer's attorney or Buyer not less than _____ days ("15" if left blank) after exercise of the Option showing
226 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines
227 179-188, subject only to liens which will be paid out of the proceeds of closing, any title evidence disclosed and deemed
228 acceptable to Buyer under the provisions at lines 204-212 unless otherwise agreed by parties, and standard title insurance
229 requirements and exceptions.

230 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
231 Buyer's objections to title by the time set for closing. Seller shall have _____ days ("15" if left blank), from Buyer's delivery
232 of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections and the
233 time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall
234 have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for closing shall
235 be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating

236 this Option and Buyer's option fee (shall) (shall not) **STRIKE ONE** be returned ("shall not" if neither is stricken) to Buyer.
237 Buyer may not object to title matters deemed acceptable under the provisions at lines 204-212 (if applicable).
238 If Seller does not remove title matters agreed upon under the provisions at lines 204-208 (if applicable) by time of closing,
239 or if there are any prohibited changes at lines 193-195, Buyer shall retain all remedies for a Default, if any, by Seller under
240 this Option as stated at lines 315-318.

241 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.
242 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES**: Special assessments, if any, levied or for work actually commenced
243 prior to the date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall
244 be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
245 describing the planned improvements and the assessment of benefits.

246 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
247 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses"**
248 **are one-time charges or ongoing use fees for public improvements (other than those resulting in special**
249 **assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm**
250 **sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and**
251 **street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

252 **DEFINITIONS**

253 ■ **ACTUAL RECEIPT**: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
254 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written
255 notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

256 ■ **BUSINESS DAY**: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
257 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
258 registered mail or make regular deliveries on that day.

259 ■ **DEADLINES**: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
260 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on
261 the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
262 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
263 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and
264 by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a
265 specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

271 ■ **PARTY**: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

272 ■ **PROPERTY**: Unless otherwise stated, "Property" means the real estate described at lines 5-7.

273 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Options that are preceded by an OPEN BOX () are part
274 of this Option ONLY if the box is marked such as with an "X". They are not part of this option if marked "N/A" or are left blank.

275 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
276 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
277 rounding, formulas used or other reasons, unless verified by survey or other means.

278 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
279 **building or room dimensions, if material.**

280 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii)
281 the Buyer's exercise of this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller
282 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant
283 change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by the Parties, and
284 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

285 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the
286 earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date Buyer exercises this
287 Option, except for ordinary wear and tear and changes agreed upon by Parties.

288 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** If, prior to closing, the Property is damaged
289 in an amount of not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly
290 notify Buyer in writing, and will be obligated to restore the Property to materially the same condition that it was on the day
291 this Option was exercised. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable
292 repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly
293 notify Buyer in writing of the damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry
294 out this Option despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to
295 the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any.

296 However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust
297 for the sole purpose of restoring the Property.

298 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies
299 of the Option to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
300 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
301 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing
302 concession information and data, and related information regarding seller contributions, incentives or assistance, and
303 third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv)
304 distribute copies of this Option to the seller, or seller's agent, of another property that Seller intends on purchasing.

305 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
306 this Option at lines 447-478 or in an addendum attached per line 446. At time of Buyer's occupancy, Property shall be in
307 broom swept condition and free of all debris and personal property except for personal property belonging to current
308 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

309 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
310 conditions of this Option. A material failure to perform any obligation under this Option is a default which may subject the
311 defaulting party to liability for damages or other legal remedies.

312 If Buyer defaults, Seller may:

- 313 (1) sue for specific performance if Buyer has exercised this Option; or
- 314 (2) terminate the Option and may sue for actual damages.

315 If Seller defaults, Buyer may:

- 316 (1) sue for specific performance; or
- 317 (2) terminate the Option and may sue for actual damages.

318 In addition, the Parties may seek any other remedies available in law or equity.

319 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and
320 the discretion of the courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute
321 resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to
322 litigate in a court of law those disputes covered by the arbitration agreement.

323 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
324 **SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
325 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS**
326 **CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING.**
327 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

328 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller
329 regarding the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds
330 and inures to the benefit of the Parties to this Option and their successors in interest.

331 **CONDOMINIUM UNITS**

332 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium**
333 **disclosure documents before entering into this Option. See lines (108-120).**

334 If the Property is a residential condominium unit, Seller must comply with the following:

335 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to deliver to Buyer, within 10 days of Buyer exercising this
336 Option, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The
337 condominium disclosure materials include a copy of the following and any amendments to any of these [except as may
338 be limited for small condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or
339 existing declaration, bylaws and any rules or regulations, and an index of the contents; (b) proposed or existing articles
340 of incorporation of the association, if it is or is to be incorporated; (c) proposed or existing management contract,
341 employment contract or other contract affecting the use, maintenance or access of all or part of the condominium; (d)
342 projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
343 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association
344 will be a party; (f) general description of any contemplated expansion of condominium including each stage of expansion
345 and the maximum number of units that can be added to the condominium; (g) unit floor plan showing location of common
346 elements and other facilities available to unit owners; (h) the executive summary.

347 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after
348 receipt of all the required disclosure documents or following notice of any material changes in the required disclosure
349 documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and
350 Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the
351 disclosure materials, either rescind the Option or request any missing documents. Seller has 5 business days after receipt
352 of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5
353 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of
354 the documents [Wis. Stat. § 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following

355 delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer.

356 A copy of any such amendments shall be delivered promptly to Buyer.

357 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure**
358 **materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the**
359 **disclosure materials or the requested missing documents.**

360 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL**
361 **EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR**
362 **OPINIONS.**

363 **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Option is contingent upon Seller delivering to
364 Buyer, at Seller's expense, within 10 days of Buyer exercising this Option the information listed below that exists as of the date on
365 line 1 of this Option:

366 ♦ The Condominium Association's financial statements for the last 2 two years.

367 ♦ The minutes of the last 3 Unit owners' meetings.

368 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Option.

369 ♦ Information about contemplated or pending Condominium special assessments.

370 ♦ The Association's certificate of insurance.

371 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.

372 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held
373 by the Association.

374 ♦ Information regarding any pending litigation involving the Association.

375 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional
376 Association the Unit may be part of.

377 ♦ Other: _____

378 (hereinafter collectively the "listed materials").

379 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may**
380 **wish to verify availability prior to Seller's granting of this Option.**

381 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this Option
382 by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials,
383 Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Option or request any missing materials
384 in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver the requested materials.
385 Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline
386 for Seller's delivery of the materials.

387 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed materials or**
388 **requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or requested missing**
389 **materials.**

390 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee
391 and any option extension fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

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

395 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
396 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
397 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA
398 withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign
399 trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property
400 transferred, and the amount of any liability assumed by Buyer.

401 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
402 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
403 **upon the Property.**

404 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
405 condition report incorporated in this Option per lines 82-89, or (2) no later than 10 days after acceptance, Seller delivers
406 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 412-414 apply.

407 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
408 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
409 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
410 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of
411 this Option and proceed under lines 315-318.

412 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
413 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Option regarding
414 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

415 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any
416 instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required
417 under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction,
418 Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement.
419 Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration
420 of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

421 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
422 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
423 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
424 FIRPTA.

425 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and
426 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 428-
427 443.

428 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line
429 430 or 431.

430 Name of Seller's recipient for delivery, if any: _____

431 Name of Buyer's recipient for delivery, if any: _____

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

433 Seller: (_____) _____ Buyer: (_____) _____

434 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
435 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the
436 Party's address at line 439 or 440.

437 (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
438 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

439 Address for Seller: _____

440 Address for Buyer: _____

441 (5) **Email:** electronically transmitting the document or written notice to the email address.

442 Email Address for Seller: _____

443 Email Address for Buyer: _____

444 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
445 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

446 **ADDENDA:** The attached _____ is/are made part of this Option.

447 **ADDITIONAL PROVISIONS** _____

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479 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
480 **THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
481 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**
482 **YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS**
483 **EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

484 This Option was drafted by [Licensee and Firm] _____

485 _____ on _____.

486 Buyer Entity Name (if any): _____

487 (x) _____

488 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

489 (x) _____

490 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

491 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
492 **OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
493 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
494 **COPY OF THIS OPTION.**

495 Seller Entity Name (if any): _____

496 (x) _____

497 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

498 (x) _____

499 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

500 This Option was presented to Seller by [Licensee and Firm] _____

501 _____ on _____ at _____ a.m./p.m.

502 This Option is rejected _____ This Option is countered _____

503 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

504 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to**
505 **reference this Option.**

506 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 425-443) to Seller, Buyer hereby
507 exercises this Option to Purchase.

508 Buyer Entity Name (if any): _____

509 (x) _____

510 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

511 (x) _____

512 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Angela Marshman – LPPA – DPCP	2) Date When Request Submitted: 3/24/2022 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting</small>
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3) Name of Board, Committee, Council, Sections:
 Real Estate Examining Board

4) Meeting Date: 04/14/2022	5) Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6) How should the item be titled on the agenda page? Reciprocal Licenses granted since 2/3/22
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7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:
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10) Describe the issue and action that should be addressed:
 Reciprocal Licenses granted since 2/3/22

+ Credential Methods Counts from 2/3/2022 to 3/24/2022

PROFESSION NAME	METHOD	COUNT
Real Estate <u>Broker</u> (90)	EXAM	23
Real Estate <u>Broker</u> (90)	OLAS	30
Real Estate Business <u>Entity</u> (91)	NEW	13
Real Estate Business <u>Entity</u> (91)	OLAS	13
Real Estate <u>Salesperson</u> (94)	EXAM	194
Real Estate <u>Salesperson</u> (94)	OLAS	227
Real Estate <u>Salesperson</u> (94)	OUTOFSTATE	25
Real Estate <u>Salesperson</u> (94)	RECIPROCIT	11

11) Signature of person making this request Angela Marshman Supervisor (if required)	Authorization	Date 03/24/22
Executive Director signature (indicates approval to add post agenda deadline item to agenda) Date		

Directions for including supporting documents:

1. This form should be attached to any documents submitted to the agenda.
2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director.
3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.