

WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST : FINAL DECISION AND ORDER
: 97 REB 080
MICHAEL J. DAGNON, :
RESPONDENT. : LS 9810222 REB

The parties to this action for the purpose of Wis. Stats. sec. 227.53 are:

Michael J. Dagnon
RR 1
De Soto, WI 54624

Wisconsin Real Estate Board
P.O. Box 8935
Madison, WI 53708

Department of Regulation and Licensing
Division of Enforcement
P.O. Box 8935
Madison, WI 53708-8935

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final disposition of this matter, subject to the approval of the Board. The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Board in this matter adopts the attached Stipulation and makes the following:

FINDINGS OF FACT

1. **Michael J. Dagnon** ("Dagnon"), date of birth 5/29/43, is licensed in the State of Wisconsin as a real estate broker, license # 38358. This license was first granted to him on 8/20/86.
2. Dagnon's most recent address on file with the Department of Regulation and Licensing is RR 1 De Soto, WI 54624.

3. On or about October 19, 1995, Dagnon entered into a Vacant Land Listing Contract-Exclusive Right To Sell agreement with Paul and Mary Bachman for the sale of some property the Bachman's owned. The sale price of the property was listed at \$42,000.00 with a broker's commission of 10%. The listing was to run from October 19, 1995, through November 19, 1995, and was "for Brett C. Karow only". The listing agreement is signed by Dagnon as agent for Broker/Firm United National GR. (United National Great Rivers Realty). A copy of the Vacant Land Listing Contract-Exclusive Right To Sell agreement is attached as **Exhibit 1** and is incorporated herein by reference.

4. On or about October 16 1995, Dagnon, while an agent for United National GR., drafted a Vacant Land Offer To Purchase document on behalf of Brett C. Karow. This original offer to purchase was signed by Mr. Karow on or about October 18, 1995, and presented to the Bachmans by Dagnon on or about October 19, 1995. The offer was accepted by Paul Bachman on or about October 19, 1995. A second Vacant Land Offer to Purchase document was signed by Mr. Karow on December 16, 1995, the day of the closing, and by the Bachmans on December 20, 1995. A copy of page 4 of the original Vacant Land Offer to Purchase is attached as **Exhibit 2** and is incorporated herein by reference. A copy of pages 1 and 4 of the second Vacant Land Offer to Purchase is attached as **Exhibit 3** and is incorporated herein by reference.

5. In accordance with lines 10 and 11 of Exhibit 3, Mr. Karow paid \$1,000.00 in earnest money on the Bachman's property. This check, number 2129 dated October 21, 1995, is made out to RBC Realty Trust which is not a trust account duly registered with the Department of Regulation and Licensing nor a trust account in any way affiliated with United National Great Rivers Realty. A copy of check number 2129 in the amount of \$1,000.00 to the order of RBC Realty Trust is attached as **Exhibit 4** and is incorporated herein by reference.

6. On or about December 16, 1995, the Bachmans to Karow transaction closed. At the closing Mr. Karow presented a cashier's check to Dagnon payable to RBC Trust in the amount of \$40,642.00. At the time of closing, Dagnon was still an agent for United National GR. and RBC Trust was not a trust account duly registered with the Department of Regulation and Licensing. A copy of the cashier's check number 204195 to the order of RBC Trust in the amount of \$40,642.00 is attached as **Exhibit 5** and is incorporated herein by reference.

7. The Seller's Closing Statement dated December 16, 1995, indicates that a commission was due United National in the amount of \$4,200.00. A copy of the Seller's Closing Statement as prepared by Dagnon and accepted as correct by Paul Bachman on December 20, 1995, is attached as **Exhibit 6** and is incorporated herein by reference.

8. Dagnon personally retained the entire \$4,200.00 commission for the sale of the Bachman property even though he was yet an agent for United National GR. Dagnon contends that United National GR. was made aware of the Bachmans to Karow closing date sometime prior to December 16, 1995. Dagnon further contends that he informed the broker/owner of United National Great Rivers Realty, Mr. Richard Fink, prior to the closing that he would not be distributing the commission to Mr. Fink unless Mr. Fink first paid his previous commissions due from other transactions.

CONCLUSIONS OF LAW

1. The Wisconsin Real Estate Board has jurisdiction to act in this matter pursuant to sec. 452.14, Wis. Stats.
2. The Wisconsin Real Estate Board is authorized to enter into the attached Stipulation pursuant to sec. 227.44(5), Wis. Stats.
3. Respondent **Michael J. Dagnon** has violated:
 - a. Sections RL 18.035, RL 18.036, RL 18.037, RL 18.14 and RL 24.17(3) of the Wisconsin Administrative Code and sections 452.14(3)(i), of the Wisconsin Statute, by depositing monies in the RBC Realty Trust account when that account was not registered with the Department of Regulation and Licensing, and by failing to provide the Department the required authorization to examine and audit that account.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that the attached Stipulation is hereby accepted.

IT IS FURTHER ORDERED, that Respondent **Michael J. Dagnon**, license # 90-0038358, be, and hereby is, **Reprimanded**.

IT IS FURTHER ORDERED, that Respondent **Michael J. Dagnon**, within six months of the date of this Order, successfully complete the following course modules from the 36 hour pre-licensing real estate broker's course at an educational institution approved by the Department of Regulation and Licensing:

- a. The five hour Trust Account module-section RL 25.02(2)(c), of the Wisconsin Administration Code, and
- b. The four hour Business Ethics module-section RL 25.02(2)(g) of the Wisconsin Administration Code.

and submit proof of the same in the form of verification from the institution providing the education to the Real Estate Board, P.O. Box 8935, Madison, WI 53708-8935. None of the education completed pursuant to this requirement may be used to satisfy any continuing education requirements that are or may be instituted by the Board or the Department of Regulation and Licensing.

IT IS FURTHER ORDERED, that in the event Respondent **Michael J. Dagnon**, fails to comply with the required education as set forth above, then and in that event, and without further notice to the Respondent, **Michael J. Dagnon**, his real estate broker's license shall be immediately suspended without further hearing and without further Order of the Board and said suspension shall continue until the education requirements have been met.

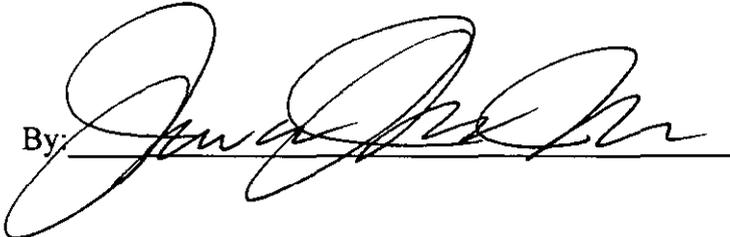
IT IS FURTHER ORDERED, that Respondent **Michael J. Dagnon**, pay partial costs of this matter in the amount of \$300.00, within 2 months of the date of this Order by making payment of the same to the Department of Regulation and Licensing, P.O. Box 89354, Madison, WI 53708-8935.

IT IS FURTHER ORDERED, that in the event Respondent **Michael J. Dagnon** fails to pay the \$300.00 costs within the time and in the manner as set forth above, then and in that event, and without further notice to the Respondent **Michael J. Dagnon**, his real estate license shall be suspended without further hearing and without further Order of the Board, and said suspension shall continue until the full amount of said costs have been paid to the Department of Regulation and Licensing and his failure to pay the costs shall be considered a violation of this Order by the Board.

IT IS FURTHER ORDERED, that file 97 REB 080 be, and hereby is, closed.

Dated this 22 day of oct, 1998.

WISCONSIN REAL ESTATE BOARD

By: 

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

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW ON THE TERMS SET FORTH IN THIS LISTING.
2 ■ **PROPERTY DESCRIPTION:** BAEDMAN 79 ACRES
3 In the TOWNSHIP of SEALECA, County of CLAWFORD, Wisconsin.
4 (Additional description, if any)

6 ■ **TERMS OF LISTING:**
7 **PRICE:** FORTY TWO THOUSAND Dollars (\$ 42,000)

8 **PAYMENT TERMS:** Cash or equivalent at closing or NONE
9 **OCCUPANCY DATE:** STARTING **OCCUPANCY CHARGE:** (If Seller occupies after closing) NINE per day or part thereof.
10 **PROPERTY INCLUDED IN LIST PRICE:** Seller agrees to include in the list price all fixtures as defined at lines 147 to 150, unless excluded at lines 13 to 14.
11 **ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE:** ALONE

12
13 **ITEMS NOT INCLUDED IN THE LIST PRICE:** NONE

15 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and NONE.

20 ■ **TITLE EVIDENCE:** Seller shall provide evidence of the condition of Seller's title in the form agreed to by buyer and Seller in the Offer to Purchase.

21 ■ **MARKETING:** In consideration for Seller's agreements herein Broker agrees to use reasonable efforts to procure a purchaser for the Property, including but not limited to the following: NONE

23 Seller agrees that Broker may market other properties during the term of this Listing.
24 SEE LINES 93 TO 97 REGARDING SELLER'S DUTY TO NOTIFY BROKER OF ANY POTENTIAL PURCHASER OF WHICH SELLER HAS KNOWLEDGE.
25 SELLER'S DUTY TO COOPERATE WITH BROKER'S MARKETING EFFORTS AND PROVISIONS REGARDING BROKER'S ROLE AS MARKETING AGENT

26 ■ **OTHER BROKERS:** The parties agree that Broker will work and cooperate with other brokers in marketing the Property including brokers from other firms acting as subagents (agents of Seller retained by Broker) and brokers representing buyers, except _____

28 ■ **DUAL AGENCY:** If Broker represents a prospective purchaser of the Property through a buyer agency contract, Seller (does) (does not) STRIKE ONE consent to the dual agency relationship described (at lines 155 to 163) (in the dual agency provisions of the attached addendum) STRIKE ONE.

31 ■ **COMMISSION:** Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:
32 1) Seller accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
33 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
34 3) Seller enters into a binding exchange agreement on all or any part of the Property; or
35 4) A purchaser is procured for the Property by the Broker, by Seller, or by any other person, at the price and on substantially the terms set forth in this Listing and the standard provisions of the current WB-13 VACANT LAND OFFER TO PURCHASE, even if Seller does not accept this purchaser's offer. See lines 164 to 167 regarding procurement.

36 Broker's commission shall be 10 % or NONE whichever is greater. The percentage commission, if applicable, shall be calculated based on the sale price if commission is earned under 1) or 2) above, or calculated based on the list price if the commission is earned on an exchange of the entire Property under 3) or under 4). If less than the entire property is exchanged, the percentage commission shall be calculated on the fair market value of the Property exchanged. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing unless otherwise agreed in writing. **SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO REASONABLE ATTORNEY FEES.**

44 ■ **EXCLUSIONS:** All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within one week of this Listing Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker a commission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from previous listings is uncertain.** Other buyers excluded from this Listing until INSERT DATE are NONE.

50 ■ **SELLER REPRESENTATIONS REGARDING PROPERTY CONDITIONS:** Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any conditions affecting the Property or transaction (as defined at lines 118 to 148) other than those identified in writing in the attached seller's disclosure report (see lines 102 to 106 regarding seller's disclosure reports) dated NONE and _____

54 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows (e.g. on the property, at the lot line, across the street, unknown, etc.): electricity _____; gas _____; municipal sewer _____; municipal water _____; telephone _____; other _____ **(STRIKE AND COMPLETE AS APPLICABLE)**

57 ■ **ZONING:** Seller represents that the Property is zoned A1G

58 **WARNING: IF SELLER REPRESENTATIONS AT LINES 50 TO 57 AND ELSEWHERE ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**
59 ■ **TERM OF THE CONTRACT:** FROM THE 19TH DAY OF OCT, 19 95
60 UP TO AND INCLUDING MIDNIGHT OF THE 19TH DAY OF NOV, 19 95.

61 ■ **EXTENSION OF LISTING:** This Listing may be extended by agreement of the Parties. The Listing term is extended for a period of one year as to any buyer who personally or through any person acting for such buyer either negotiated to acquire an interest in the Property or submitted a written offer to purchase, exchange or option during the term of this Listing. If the extension is based on negotiation, the extension shall only be effective if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the Listing, unless Seller was directly involved in the negotiations. "Negotiated" for the purpose of this paragraph means to discuss the potential terms upon which buyer might acquire an interest in the Property or to attend an individual showing of the Property. Upon notice that the Property has been listed with another broker during the extension period, Broker agrees to promptly deliver to Seller a written list of those buyers known by Broker to whom the extension period applies.

60 ■ **ADDITIONAL PROVISIONS:** LISTING IS FOR BRETT G. KAROW ONLY

71 ■ **ADDENDA:** The attached _____ is/are made part of this Listing.
72 **CAUTION: REVIEW LINES 82 TO 167 (OVER) WHICH ARE A PART OF THIS LISTING. IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE LISTING BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

75 Dated this 19TH day of OCT, 19 95.

76 (x) Mike Dagnon MIKE DAGNON (Print Name) _____
77 Agent for Broker & (Print Name) _____
78 (x) Paul Baedman PAUL BAEDMAN (Print Name) _____
79 Seller & (Print Name) _____

78 UNITED NATIONAL GR. FAX 3751
79 Broker/Firm & (Print Name) _____

80 DESOTO WA 54624 - 608 648 3750
81 Broker's Address & Phone # & Fax # _____
81 Seller's Address & Phone # & Fax # _____

25

WB-13 VACANT LAND OFFER TO PURCHASE

1 THE BROKER DRAFTING THIS OFFER ON 10/11/95 (DATE) IS THE AGENT OF (SELLER) (BUYER) **STRIKE AS APPLICABLE**

2 **GENERAL PROVISIONS**

3 The Buyer, BRETT KAROW offers to purchase the
4 Property known as GACHMAN 19 ACRES
5 in the TOWNSHIP of SENESCA, County of SCHEWENGO, Wisconsin.
6 (Additional description, if any) _____ on the following terms:

7 **PURCHASE PRICE:** FOURTY TWO THOUSAND DOLLARS
8 _____ Dollars (\$42,000)

9 **EARNEST MONEY** of \$ 1,000 in the form of CHECK accompanies this Offer and earnest
10 money of \$ _____ in the form of _____ will be paid within 3 days of acceptance.

11 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

12 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
13 encumbrances, all fixtures, as defined at lines 214 to 217 and as may be on the Property on the date of this Offer, unless excluded at lines
14 17-18, and the following additional items: NONE

15 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** NONE **COPY**

16 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
17 knowledge of conditions affecting the Property or transaction (as defined at lines 178 to 208) other than those identified in Seller's
18 disclosure report dated NONE which was received by Buyer prior to Buyer signing this Offer

19 **COMPLETE DATE ON STRIKE AS APPLICABLE** and _____

20 **ZONING:** Seller represents that the Property is zoned AGR

21 **TIME IS OF THE ESSENCE** as to: (1) Earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing
22 **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: NONE

23 **OPTIONAL PROVISIONS AND ADDENDA** See lines 252 to 305 for optional provisions including contingencies. See line 306 to
24 determine if addenda, riders or other documents have been made a part of this Offer.

25 **ADDITIONAL PROVISIONS** NONE

34 **ACCEPTANCE, DELIVERY AND RELATED PROVISIONS**

35 **BINDING ACCEPTANCE:** This Offer is binding upon both parties only if a copy of the accepted Offer is delivered to Buyer on or before
36 10/23/95 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer**

37 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Offer, delivery of documents and written
38 notices to a party shall be effective only when accomplished in any of the following ways:

39 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or a commercial delivery system addressed to the
40 party at: Buyer: _____
41 Seller: _____

42 (2) By giving the document or written notice personally to the party.

43 (3) By electronically transmitting the document or written notice to the following telephone number 608 648 3751
44 Buyer (414) 537-2970 Seller (714) 527-8860

45 **OCCUPANCY AND RELATED PROVISIONS**

46 **OCCUPANCY** of ENTIRE PROPERTY
47 shall be given to Buyer at time of closing unless otherwise agreed in writing. **CAUTION: Consider an agreement which addresses**
48 **responsibility for clearing the Property of personal property and debris, if applicable.**

49 **LEASED PROPERTY:** If Property is currently leased and leases extend beyond closing, Seller shall assign Seller's rights under said
50 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
51 lease(s), if any, are NONE

52 **CLOSING:** This transaction is to be closed at the place designated by Buyer's mortgagee or UNDER OFFER DESIRO
53 _____ no later than NOV 23, 1995, unless another date or place is agreed to in writing.

54 **CLOSING PRORATIONS:** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
55 property owner's association assessments, fuel and NONE

56 Any income, taxes or expenses shall accrue to Seller and be prorated through the day prior to closing
57 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the
58 net general real estate taxes for the preceding year) (1992 - \$462.00
59 _____) **STRIKE AND COMPLETE AS APPLICABLE** **CAUTION: If Property has not been**

60 **fully assessed for tax purposes (for example, new subdivision or completed/pending reassessment) or if proration on the basis of net**
61 **general real estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.**

62 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be
63 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement if area**
64 **assessments or property owner's association assessments are contemplated.**

65 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title by Seller's choice of: (1) an abstract of title, or (2) an owner's policy of title
66 insurance **STRIKE AS APPLICABLE** as further described at lines 155 to 169.

67 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
68 conveyance as provided herein) free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements
69 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
70 covenants, general taxes levied in the year of closing and NONE

71 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
72 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

73 **CAUTION: SEE LINES 74 TO 82.**

OPTIONAL PROVISIONS: PROVISIONS ON LINES 252 THROUGH 300 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

252 [X] FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain, within 12 days of acceptance of this Offer
253 a STATE LOAN PROGRAM AND STATE IF CONSTRUCTION LOAN
254 (fixed) (adjustable) [STRIKE ONE] rate first mortgage loan commitment, in an amount of not less than \$ 32,000 for a term
255 not less than 5 years, amortized over not less than 15 years. If the purchase price under this Offer is modified, the loan amount
256 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly
257 payments shall be adjusted as necessary to maintain the term and amortization stated above.
258 IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed 10 % and monthly payments of principal and interest shall
259 not exceed \$ 343.87
260 IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed % The initial interest rate shall be fixed
261 for months, at which time the interest rate may be increased not more than % per year The maximum interest rate during
262 the mortgage term shall not exceed % Initial monthly payments of principal and interest shall not exceed \$
263 Monthly payments of principal and interest may be adjusted to reflect interest changes.
264 MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and
265 private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount
266 not to exceed % of the loan. [Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other
267 closing costs] SEE LINES 230 TO 248 FOR ADDITIONAL FINANCING PROVISIONS.

268 [] PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of:
269 This Offer is contingent upon Buyer obtaining the following [CHECK ITEMS THAT APPLY]
270 [] Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a qualified soils expert that the Property is free of any
271 subsoil condition which would make the proposed development impossible or significantly increase the costs of such development.
272 See line 88.
273 [] Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a certified soils tester or other qualified expert that
274 indicates that the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit
275 for a private conventional septic system for:
276 [insert proposed use of Property, e.g., three bedroom single family home] meet applicable codes in effect as of the date of this Offer.
277 A conventional system (does) (does not) [STRIKE ONE] include alternate private systems such as mound systems or in-ground
278 pressure distribution systems for the purposes of this contingency. A conventional system does not include a holding tank, privy,
279 composting toilet or chemical toilet.
280 [] Copies at (Buyer's) (Seller's) [STRIKE ONE] expense of all public and private easements, covenants and restrictions affecting
281 the Property and a written determination by a qualified independent third party, at Buyer's expense, that none of these prohibit or
282 significantly delay or increase the costs of the proposed use or development identified at lines 268 to 269.
283 [] Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of
284 such permits, approvals and licenses at (Buyer's) (Seller's) [STRIKE ONE] expense for the following items related to the proposed
285 development:
286 [] A map of the Property at (Buyer's) (Seller's) [STRIKE ONE] expense of the following type:
287 [] a boundary map; [] mortgage inspection map; [] survey map [CHECK ONE BOX TO DESIGNATE MAP TYPE]
288 See lines 218 to 220 for definitions of each map type. If this paragraph is checked but more than one type or no type is selected, a
289 boundary map is deemed selected. CAUTION: Consider cost and the need for the features of the various map types before making
290 a selection. The map of the Property shall show no significant encroachments or any information materially inconsistent with the
291 prior representations to Buyer or which would render the proposed development impossible or significantly increase its cost.
292 [] Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense that the following utility connections are located as follows (e.g. on
293 the Property, at the lot line, across the street, etc.): electricity; gas;
294 municipal sewer; municipal water; telephone;
295 other: [STRIKE AND COMPLETE AS APPLICABLE]

296 This contingency shall be deemed satisfied unless Buyer within days of acceptance delivers written notice to Seller specifying
297 those items of this contingency which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's
298 notice cannot be satisfied.

299 [] INSPECTION CONTINGENCY: This Offer is contingent upon a qualified inspector(s) conducting an inspection(s), at Buyer's
300 expense, of the Property and which discloses
301 no defects as defined below. This contingency shall be deemed satisfied unless Buyer within days of acceptance delivers to Seller a
302 copy of the inspector's written inspection report and a written notice listing the defects identified in the report to which Buyer objects. For
303 the purposes of this contingency a defect is defined as any condition of the Property which constitutes a significant threat to the health or
304 safety of persons who occupy or make use of it or gives evidence of any material use, storage or disposal of hazardous or toxic substances
305 on the property.

306 [] OTHER: The attached is/are made part of this Offer
307 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD CAREFULLY READ THIS
308 DOCUMENT. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW
309 FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING.
310 AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED

311 This Offer was drafted on 10/16/95 (date) by MIKE DAGNON U.A.G.R.

313 (x) [Signature] Brett C. Karow 387-78-1233 12-16-95
314 (Buyer's Signature) Print Name here: (Social Security No.) (Date)

315 (x) [Signature] (Buyer's Signature) Print Name here: (Social Security No.) (Date)

317 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
318 Broker (By)
319 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
320 THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY ON THE
321 TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

322 (x) [Signature] Mary L. Bachman 391-18-2078 12/20/95
323 (Seller's Signature) Print Name here: (Social Security No.) (Date)
324 (x) [Signature] Paul M. Bachman 140-14-9908 12/20/95
325 (Seller's Signature) Print Name here: (Social Security No.) (Date)

326 This Offer was presented to Seller by Mike Dagnon on 10/17/95 at a.m./p.m.

327 THIS OFFER IS REJECTED (Seller's initials) (Date) THIS OFFER IS COUNTERED [See attached counter] (Seller's initials) (Date)

EXHIBIT Y

0750000221: # 227 024 # 02129

Burt K...

GAENST MONEY
MEMBER ON BANKMAN'S DEPOSIT

FIRST STAR BANK
MILWAUKEE, WI 53202

PAY TO THE ORDER OF
RBC Realty Trust
one thousand dollars

\$1000.⁰⁰
DATE OCT 21 1995

BRETT'S TREE SERVICE
BURLINGTON, WI 53105
6630 - 400TH AVE
PH 414-279-6500 414-539-2600

2129

COPY



River Bank
LaCross
Stoddard
Chester
Ferryville

Official Receipt

DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL

Member FDIC.
Checks and other items received for deposit are subject to the terms and conditions of this Bank's rules and regulations governing bank accounts, "To Our Depositors and Electronic Banking Customers" as they may be amended from time to time. All items accepted for deposit are subject to later count and verification.

416356#

004 DES 944102395#033 \$1000.00 0

26

COPY

NOTICE TO PURCHASER
PURCHASE OF AN INDEMNITY BOND WILL BE
VOID BEFORE AN OFFICIAL CHECK OF THIS BANK
IS REPLACED OR REFUNDED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.



Richmond Bank

10910 Main St. Ph: 815-678-2461
Richmond, IL 62451

204195

PER
Karrow #385713-55

December 15, 1995

70-1545719

RBC Trust

\$40,642.00

THE ORDER OF

RICHMOND BANK 40642 AND 00 CTS

DOLLARS

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, SIMULATED WATERMARK, AND CHLOROSTAIN PAPER. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

CASHIER'S CHECK

⑈ 204195⑈ ⑆ 076915454 ⑆ 000900⑈ 359⑈ 01



DEPOSITED WITH

© Deluxe B08006



River Bank

STODDARD, WI 54658

THIS IS YOUR RECEIPT

WHEN MAKING A DEPOSIT AT A TELLER'S WINDOW, ALWAYS OBTAIN AN OFFICIAL RECEIPT.
Checks and other items are received for deposit subject to the provisions of
the Uniform Commercial Code or any applicable collection agreement.

001 DES 910121895H067D \$40642.00 D

416356#

H-3

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
BANK SYMBOL, TRANSACTION NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN ABOVE.

Exhibit S

SELLER'S CLOSING STATEMENT

Place of Closing US MAIL

Date of Closing 12/16/95

BUYER: BRETT CARLOW

SELLER: PAULY MARY BACHMAN

AFFILIATE: UNITED NATIONAL AT:

	Listing No. --	
DEBIT		CREDIT
		42,000

SALE PRICE FORTY TWO THOUSAND

Abstract or title insurance charges CRAWFORD CTY ABTRACTOR \$ 65-

Revenue stamps WIS TRAS. TAX 126-

Attorney fees

Pro-rated taxes, 1994 R.E. TAXES = 451.70 1/1/95 to 11/27/95 434-
 = 350 DAYS @ 1.24 = \$ 434

Pro-rated value insurance premiums

Mtg. Assumed: Principal \$ accrued int. \$

Purchase Money Mortgage

Balance Secured by Land Contract

Other

Commission UNITE NATIONAL 4,200

Balance due seller 37,175

COPY

TOTALS 42,000 42,000



Each Office Independently Owned and Operated

Mike Dameron
 (SIGNATURE OF PREPATER)
 SELLER'S COPY

THIS STATEMENT IS ACCEPTED AS CORRECT.

Paul M Bachman 12/30/95
 (SIGNATURE OF SELLER)

(SIGNATURE OF SELLER)

See back of part 4 (Worksheet) for instructions for use.

Exhibit 6

27

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY	:	
PROCEEDINGS AGAINST:	:	
	:	STIPULATION
	:	97 REB 080
MICHAEL J. DAGNON,	:	
RESPONDENT.	:	LS <u>9810222</u> REB

The parties in this matter agree and stipulate as follows:

1. This Stipulation is entered into for the purpose of resolving a pending investigation relating to Michael J. Dagnon. This investigation involves Division of Enforcement file #97 REB 080.

Michael J. Dagnon, herein called "Respondent", his Attorney Lynn M. Rider, and the Division of Enforcement, Department of Regulation and Licensing, by its Attorney Gerald M. Scanlan, consent to the resolution of this matter pursuant to the terms of this stipulation and the attached Final Decision and Order.

2. Respondent understands that by the signing of this Stipulation he voluntarily and knowingly waives his rights, including: the right to a hearing on the allegations against him, at which time the State has the burden of proving those allegations by a preponderance of the evidence; the right to confront and cross-examine the witnesses against him; the right to call witnesses on his behalf and to compel their attendance by subpoena; the right to testify himself; the right to file objections to any proposed decision and to present briefs or oral arguments to the officials who are to render the final decision; the right to petition for rehearing; and all other applicable rights afforded to him under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, and the Wisconsin Administrative Code.

3. Respondent has had the opportunity to consult with legal counsel regarding this matters and the legal implications of this Stipulation. Respondent is represented by Attorney Lynn M. Rider, P.O. Box 7 Prairie Du Chien, WI 53821.

4. Respondent voluntarily and knowingly waives the rights set forth in paragraph 2 above, on the condition that all of the provisions of this Stipulation are approved by the Board.

5. With respect to the attached Final Decision and Order, Respondent neither admits nor denies the facts as set forth in the Findings of Fact, however, he agrees that the Board may make the Findings of Fact and may reach the conclusions set forth in the Conclusions of Law and may enter the Order attached hereto.

6. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation or the proposed Final Decision and Order. The matter shall then be returned to the Division of Enforcement for further proceeding. In the event that the Stipulation is not accepted by the Board, the parties agree not to contend that the Board have been prejudiced or biased in any manner by the consideration of this attempted resolution.

7. If the Board accepts the terms of this Stipulation, the parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance or consent of the parties.

8. Respondent agrees that Complainant's Attorney, Gerald M. Scanlan, may appear at any meeting of the Board with respect to the Stipulation and that his appearance is limited to providing statements in support of the Stipulation and to answering any questions the Board may have regarding the Stipulation. Respondent waives any right he may have to have prior notice of that meeting.

9. Respondent agrees that the board advisor assigned to this case may attend and participate in any meeting of the Board related to this Stipulation and may vote on whether or not to approve this Stipulation.

Michael J. Dagnon 10/4/98
MICHAEL J. DAGNON Date
Respondent

Lynn M. Rider 10-7-98
LYNN M. RIDER, Date
Attorney for Respondent

Gerald M. Scanlan 10-12-98
Gerald M. Scanlan, Attorney Date
Division of Enforcement

Department of Regulation & Licensing

State of Wisconsin

P.O. Box 8935, Madison, WI 53708-8935

(608)

TTY# (608) 267-2416, hearing or speech

TRS# 1-800-947-3529, impaired only

GUIDELINES FOR PAYMENT OF COSTS AND/OR FORFEITURES

On October 22, 1998, the Real Estate Board
took disciplinary action against your license. Part of the discipline was an assessment of costs and/or a
forfeiture.

The amount of the costs assessed is: \$300.00 Case #: LS9810222REB

The amount of the forfeiture is: _____ Case # _____

Please submit a check or a money order in the amount of \$300.00

The costs and/or forfeitures are due: December 21, 1998

NAME: Michael J. Dagnon LICENSE NUMBER: 38358

STREET ADDRESS: R.R. 1

CITY: De Soto STATE: WI ZIP CODE: 54624

Check whether the payment is for costs or for a forfeiture or both:

X COSTS _____ FORFEITURE

Check whether the payment is for an individual license or an establishment license:

X INDIVIDUAL _____ ESTABLISHMENT

If a payment plan has been established, the amount due monthly is:

Make checks payable to:

**DEPARTMENT OF REGULATION AND LICENSING
1400 E. WASHINGTON AVE., ROOM 141
P.O. BOX 8935
MADISON, WI 53708-8935**

#2145 (Rev. 9/96)
Ch. 440.22, Stats.
G\BDLS\FM2145 DOC

For Receipting Use Only

Committed to Equal Opportunity in Employment and Licensing+

STATE OF WISCONSIN
DEPARTMENT OF REGULATION AND LICENSING
BEFORE THE REAL ESTATE BOARD

In the Matter of the Disciplinary Proceedings Against

Michael J. Dagnon,

AFFIDAVIT OF MAILING

Respondent.

STATE OF WISCONSIN)
)
COUNTY OF DANE)

I, Kate Rotenberg, having been duly sworn on oath, state the following to be true and correct based on my personal knowledge:

1. I am employed by the Wisconsin Department of Regulation and Licensing.

2. On October 23, 1998, I served the Final Decision and Order dated October 22, 1998, and Guidelines for Payment of Costs and/or Forfeitures, LS9810222REB, upon the Respondent Michael J. Dagnon's attorney by enclosing true and accurate copies of the above-described documents in an envelope properly stamped and addressed to the above-named Respondent's attorney and placing the envelope in the State of Wisconsin mail system to be mailed by the United States Post Office by certified mail. The certified mail receipt number on the envelope is Z 233 819 907.

Lynn M. Rider, Attorney
105 E. Blackhawk Avenue
P.O. Box 7
Prairie du Chien WI 53821



Kate Rotenberg
Department of Regulation and Licensing
Office of Legal Counsel

Subscribed and sworn to before me

this 20th day of October, 1998.



Notary Public, State of Wisconsin
My commission is permanent.

NOTICE OF RIGHTS OF APPEAL

TO: LYNN M RIDER ATTY

You have been issued an Order. For purposes of service the date of mailing of this Order is 10/23/98. Your rights to request a rehearing and/or judicial review are summarized below and set forth fully in the statutes reprinted on the reverse side.

A. REHEARING.

Any person aggrieved by this order may file a written petition for rehearing within 20 days after service of this order, as provided in section 227.49 of the Wisconsin Statutes. The 20 day period commences on the day of personal service or the date of mailing of this decision. The date of mailing of this Order is shown above.

A petition for rehearing should name as respondent and be filed with the party identified below.

A petition for rehearing shall specify in detail the grounds for relief sought and supporting authorities. Rehearing will be granted only on the basis of some material error of law, material error of fact, or new evidence sufficiently strong to reverse or modify the Order which could not have been previously discovered by due diligence. The agency may order a rehearing or enter an order disposing of the petition without a hearing. If the agency does not enter an order disposing of the petition within 30 days of the filing of the petition, the petition shall be deemed to have been denied at the end of the 30 day period.

A petition for rehearing is not a prerequisite for judicial review.

B. JUDICIAL REVIEW.

Any person aggrieved by this decision may petition for judicial review as specified in section 227.53, Wisconsin Statutes (copy on reverse side). The petition for judicial review must be filed in circuit court where the petitioner resides, except if the petitioner is a non-resident of the state, the proceedings shall be in the circuit court for Dane County. The petition should name as the respondent the Department, Board, Examining Board, or Affiliated Credentialing Board which issued the Order. A copy of the petition for judicial review must also be served upon the respondent at the address listed below.

A petition for judicial review must be served personally or by certified mail on the respondent and filed with the court within 30 days after service of the Order if there is no petition for rehearing, or within 30 days after service of the order finally disposing of a petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing. Courts have held that the right to judicial review of administrative agency decisions is dependent upon strict compliance with the requirements of sec. 227.53 (1) (a), Stats. This statute requires, among other things, that a petition for review be served upon the agency and be filed with the clerk of the circuit court within the applicable thirty day period.

The 30 day period for serving and filing a petition for judicial review commences on the day after personal service or mailing of the Order by the agency, or, if a petition for rehearing has been timely filed, the day after personal service or mailing of a final decision or disposition by the agency of the petition for rehearing, or the day after the final disposition by operation of the law of a petition for rehearing. The date of mailing of this Order is shown above.

The petition shall state the nature of the petitioner's interest, the facts showing that the petitioner is a person aggrieved by the decision, and the grounds specified in section 227.57, Wisconsin Statutes, upon which the petitioner contends that the decision should be reversed or modified. The petition shall be entitled in the name of the person serving it as Petitioner and the Respondent as described below.

SERVE PETITION FOR REHEARING OR JUDICIAL REVIEW ON:

STATE OF WISCONSIN REAL ESTATE BOARD
1400 East Washington Avenue
P.O. Box 8935
Madison WI 53708-8935