

WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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FILE COPY

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY
PROCEEDINGS AGAINST

MYRA E. HELING,
RESPONDENT.

FINAL DECISION AND ORDER
91 REB 139

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

Myra E. Heling
903 Madison Ave.
Howards Grove, WI 53083

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

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 decision 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. Myra E. Heling (D.O.B. June 26, 1950) is duly licensed in the state of Wisconsin as a real estate broker (license #16972). This license was first granted on March 15, 1977.
2. Myra E. Heling's latest address on file with the Department of Regulation and Licensing is 903 Madison Ave., Howards Grove, WI 53083.
3. On or about March 16, 1989 Myra E. Heling, hereinafter the Respondent, prepared a Vacant Land Offer to Purchase document on behalf of Edward C. Kirchenwitz and Amy E. Berglund for property located at Lot 3, Heling Subdivision, Howards Grove, WI. A copy of the Vacant Land Offer to Purchase is attached as Exhibit 1 and is incorporated herein by reference.

4. On or about March 16, 1989 the offer to purchase described in paragraph 3 above was accepted by the Respondent and her husband, David Heling, who were co-owners of the vacant lot.

5. Lines 36 through 38 of the above Vacant Land Offer to Purchase (Exhibit 1) read as follows:

"The street improvements planned by the Village of Howards Grove that are to commence in 1989 (curb, gutter, storm sewer laterals, sanitary sewer and laterals, and replacement of bituminous pavement) shall be paid by seller."

6. Lines 51 and 52 of the Vacant Land Offer to Purchase read as follows:

"ADDITIONAL ITEMS INCLUDED IN THE SALE: Street improvements of curb, gutter, storm and sanitary sewer and laterals, and replacement of bituminous pavement."

7. Lines 91 through 94 of the Vacant Land Offer to Purchase read as follows:

"EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 80 TO 90: (a) There are planned public improvements for this lot address that will commence in 1989. The curb, gutter, storm and sanitary sewer and laterals, and replacement of the bituminous pavement will be Sellers obligation to pay."

8. Lines 138 and 139 of the Vacant Land Offer to Purchase read as follows:

"Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest."

9. As of March 13, 1989 an estimated cost of accessment was available to Respondent from the Village of Howards Grove for Lot 3, Heling Subdivision. The preliminary assessment was \$6,476.18 for Lot 3. Lot 3 was subsequently subdivided into Lots 1 and 2.

10. On or about April 29, 1989 an Amendment to Contract of Sale was entered into between the buyers, Edward C. Kirchenwitz and Amy Berglund, and the sellers, Respondent and David Heling. The amendment made a number of changes/corrections, to include a clarification that the buyers would be purchasing Lot 1 of the above subdivision, but had no impact on the sellers obligation as indicated in Paragraphs 5, 6, 7, and 8 above. There is nothing in the Amendment to Contract of Sale or in Exhibit 1 concerning escrow of funds to cover the cost assessment, nor did Respondent ever otherwise inform Edward C. Kichenwitz and Amy Berglund of the availability and advisability of escrowing funds to cover these costs. A copy of the Amendment to Contract of Sale is attached as Exhibit 2 and is incorporated herein by reference.

11. On or about May 25, 1989 the above real estate transaction closed. No money was placed in escrow at the closing to provide for payment of the sellers obligation for the street improvements as indicated in paragraphs 5, 6, and 7 above. A copy of the closing statement as prepared by the Respondent is attached as Exhibit 3 and is incorporated herein by reference.

12. In February 1990 the street improvements described above were completed and the cost assessment to be paid by the sellers, the Respondent and David Heling, was determined to be \$5,125.50.

13. The Respondent and her husband did not pay the cost assessment in full until August 31, 1992 because of financial difficulties.

14. The buyers Edward C. Kirchenwitz and Amy Berglund were subsequently unable to obtain a building permit to start construction of a home that they had intended to build on the property in that a lien was placed on this lot by the county because the sellers did not timely pay the cost assessment.

CONCLUSIONS OF LAW

1. By the conduct described above, Respondent is subject to disciplinary action against her license to practice as a real estate broker in the state of Wisconsin, pursuant to Wis. Stats. sec. 452.14, and Wis. Adm. Code Ch. 24.

2. The Wisconsin Real Estate Board is authorized to enter into the attached stipulation pursuant to Wis. Stats. sec. 227.44(5).

3. Respondent has violated Wis. Stats. sec. 452.14(3)(i) and Wis. Adm. Code sec. RL24.025 by herein competency in not treating the buyers fairly by failing to adequately explain to them the availability and advisability of placing a reasonable estimate of the street improvement costs into escrow at the time of the closing.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The attached stipulation is accepted.

2. That Respondent Myra E. Heling, license #16972 be, and hereby is, reprimanded.

3. Within six months of this Order Respondent Myra E. Heling, shall successfully complete (9) hours of real estate education from an educational institution approved by the Board. Specifically, Respondent shall successfully complete the following courses from the Broker's 36 hour pre-licensing program:

- 1.) Trust Accounts, Escrow and Closing Statements-5 hours, and
- 2.) Business Ethics-4 hours.

4. Proof of successful completion of the above courses shall be provided to the Board by verification from the institution providing the education. Said proof to be delivered to the Department of Regulation and Licensing within (7) months of the date of this Order. 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.

5. In the event Respondent Myra E. Heling fails to complete the required (9) hours of education as set forth above within (6) months of the date of this Order, and/or fails to verify the same to the Department of Regulation and Licensing within (7) months of the date of this Order, then her license #16972 shall be indefinitely suspended until she has complied with the terms of this Order.

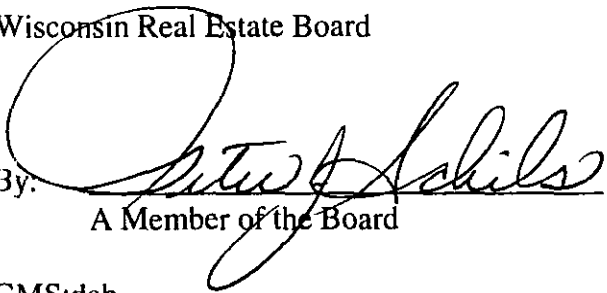
6. It is further Ordered that Investigative File 91 REB 139 be, and hereby is, closed.

The rights of a party aggrieved by this Decision to petition the Board for rehearing and to petition for judicial review are set forth on the attached "Notice of Appeal Information".

This Order shall become effective ten (10) days following the date of its signing.

Wisconsin Real Estate Board

By:


A Member of the Board

Date

APRIL 28, 1994

GMS:dab
ATTY-HLG712

WB-13 VACANT LAND OFFER TO PURCHASE

Howards Grove, Wisconsin, March 16, 1989

THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (Strike as applicable).

IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

The undersigned Buyer, Edward C. Kirchenwitz and Amy E. Berglund hereby offers to purchase the property known as (Street Address) in the village of Howards Grove, County of Sheboygan, Wisconsin, more particularly described as: Lot Three (3), Helling Subdivision, Howards Grove, WI or as certified survey, by D & H Land Surveys, will indicate.

at the price of eighteen thousand and no/100 Dollars (\$18,000.00) and on the terms and conditions as follows:

Earnest money of \$ -0- in the form of money of \$ -0- in the form of to be paid within days of acceptance of this offer or

Failure of Buyer to make earnest money payments as provided voids offer at Seller's option. Earnest money, if held by broker, shall be held in selling broker's trust account prior to acceptance of offer and thereafter in listing broker's trust account or until applied to the purchase price at closing or disbursed as provided herein or permitted by law.

TIME IS OF THE ESSENCE AS TO: ADDITIONAL EARNEST MONEY PAYMENT, ACCEPTANCE, LEGAL POSSESSION, OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER EXCEPT: Data of

Occupancy. THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION OF THE FOLLOWING.

(If this offer is subject to financing, survey, percolation test, specific zoning or use, approval of recorded building and use restrictions and covenants, or any other contingency, it must be stated here. If none, so state.)

No cash downpayment required from Buyer. Instead, the downpayment in the amount of two thousand one hundred seventy five and no/100 dollars (\$2,175.00) shall be in lieu of the \$2,175.00 Bonus that Buyer earns from Seller in advance (employer, D. Helling, Heartland Hills Golf Course) and was to receive upon completion of golf course. Balance due Seller at Closing is \$15,825.00. This Offer is contingent to Buyer obtaining a consumer loan for this purchase in the amount of fifteen thousand eight hundred twenty five dollars (\$15,825.00) and with an initial interest rate not to exceed ten and one half percent (10 1/2%) per annum on the unpaid balance and for a term of not less than three years.

The street improvements planned by the Village of Howards Grove that are to commence in 1989 (curb, gutter, storm sewer laterals, sanitary sewer and laterals, and replacement of bituminous pavement) shall be paid by Seller.

Buyer is aware that no building permit can be issued by the Village until the sanitary sewer laterals are installed and completed in 1989. Any future hook-up to the Village sewer when constructing a house, will be Buyer's obligation for sewer or building permits.

Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent permitted by law, and will perform all acts necessary to expedite such financing.

Included in the purchase price are such of the following items as may be on the property on the date of this offer, which will be delivered free and clear of encumbrances: all fixtures; and all garden bulbs, plants, shrubs and trees.

ADDITIONAL ITEMS INCLUDED IN THE SALE: Street improvements of curb, gutter, storm and sanitary sewer and laterals, and replacement of bituminous pavement.

ITEMS NOT INCLUDED IN THE SALE: Hook-up fees to the Village's storm or sanitary sewers when applying for a future building permit.

Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recording building and use restrictions and covenants, general taxes levied in the year of closing and

provided none of the foregoing prohibit present use, and Seller shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use restrictions and covenants can have material impact on the use or improvements to the property.)

This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail or a commercial delivery system, addressed to Buyer at 1621 N. 26th St., Sheboygan, WI or by personal delivery of the accepted offer to Buyer on or before March 16, 1989 53081. Otherwise, this offer is void and all earnest money shall be promptly returned to Buyer.

This transaction is to be closed at the office of Buyer's mortgagee or at the office of First Charter Land Title on or before April 30, 1989, or at such other time and place as may be agreed in writing.

Legal possession of property shall be delivered by Buyer on date of closing. It is understood the property is now occupied by no one. (vacant) under (oral lease) (written lease), which terms are: all

Occupancy of vacant lot shall be given to Buyer on Closing.

If Seller is permitted to occupy property after closing, Seller shall prepay occupancy charge of \$ -0- per day, which (shall) (shall not) be refundable based on actual occupancy.

The sum of \$ -0- shall be withheld from the purchase price to be escrowed with

to guarantee delivery of occupancy to Buyer AND FOR NO OTHER PURPOSE, which sum upon Seller's failure to deliver occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date

80. (Seller warrants) (Map date indicates) (none) ~~(XXX)~~ ~~(XX)~~ of property is located in a flood plain (Strike
81 applicable) **Village map indicates that this lot is not in flood plain or wetland**
82 (Seller warrants) (Map dated indicates) (none) ~~(XXX)~~ ~~(XX)~~ of the property is located in a wetland (Strike
83 applicable).

84 Seller represents that the property is zoned **R-1 and R-2.**
85 Seller warrants and represents to Buyer that Seller has no notice or knowledge of any:
86 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect
87 property.
88 (b) government agency or court order requiring repair, alteration, or correction of any existing condition.
89 (c) shoreland or special land use regulations affecting the property.
90 (d) underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property

91 **EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 80 TO 90: (a) There are**
92 **planned public improvements for this lot address that will commence in 1988**
93 **The curb, gutter, storm and sanitary sewer and laterals, and replacement**
94 **the bituminous pavement will be Seller's obligation to pay.**

95 The following items shall be prorated as of the day of closing: **general taxes, rents, water and sewer use charges, homeowners**
96 **association assessments, fuel, and** **nil.**

97 Any income, taxes, or expenses through the day of closing accrue to Seller.
98 General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise
99 on the net general taxes for the preceding year. **1988 property taxes: \$ 27.63.**

100 CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall
101 be on the basis of **\$ 27.63** estimated annual tax.

102 Special assessments, if any, for work on site actually commenced or levied prior to date of this offer shall be paid by Seller. All
103 other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or homeowners
104 association assessments are contemplated.)

105 Seller shall provide to Buyer at Seller's expense at least three (3) business days before closing, Seller's choice of: **See**
106 **1. An abstract of title prepared by an attorney or abstract company; or** **Line # 13**
107 **2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount**
108 **of the purchase price upon recording of proper documents;**

109 showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition
110 called for in this offer; and further subject only to liens which will be paid out of the proceeds of the closing and standard title
111 insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title
112 writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be
113 extended as necessary for this purpose.

114 If this offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as
115 required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the
116 proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of
117 Seller on the underlying indebtedness.

118 If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by
119 broker shall be disbursed as follows:

120 1. To Buyer, unless Seller notifies Buyer and Broker in writing no later than 15 days after the earlier of the Buyer's written
121 demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money a
122 liquidated damages or partial payment for specific performance.
123 2. To Seller, subject to amounts payable to broker, provided the above notice is given and neither party commences a lawsuit
124 on this matter within 30 days after receipt of the notice.

125 In making the disbursement, the broker shall follow procedures in Section RL 18.09(4), Wis. Adm. Code.

126 Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.
127 Both parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance
128 with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

129 If the property is damaged by fire or elements prior to time of closing in an amount which exceeds five per cent of the selling price
130 this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall
131 be entitled to the insurance proceeds relating to damage to property.

132 **SPECIAL PROVISIONS: Seller shall provide Buyer with a Certificate of Title**
133 **drafted by First Charter Land Title, Inc. of Sheboygan, WI. If Buyer's**
134 **mortgage requires a title insurance policy, Buyer shall pay for the cost**
135 **difference between the Certif. of Title and Title Insurance.**

136 **Buyer is aware that Myra Heling, Broker, is Seller's spouse!**
137 Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds
138 and inures to the benefit of the parties to this agreement and their successors in interest.

139 *Edward Krichmar* (Buyer) *Amy Berglund* (Buyer)

140 Buyer's Social Security No. **396-54-1116** Buyer's Social Security No. **393-82-4420**

141 THIS OFFER IS HEREBY ACCEPTED. THE WARRANTIES AND REPRESENTATIONS MADE
142 HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES
143 TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS
144 AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

145 Dated: **March 16, 1989** *David Heling* (Seller)

146 Offer is rejected (Seller initial.) Seller's Social Security No. **390-44-3941**

147 Offer is countered (Seller initial.) *Myra E. Heling* (Seller)

148 Seller's Social Security No. **389-56-8931**

149 This offer was drafted by (Licensee and firm) **Myra E. Heling, Broker, Heling Realty**
150 It was presented to Seller by **M. Heling** on **3/16/1989** at **a.m.**

151 **EARNEST MONEY RECEIPT**
152 Broker acknowledges receipt of initial earnest money as per line line 13 of the above offer.

153 **March 16, 1989** **Heling Realty** Broker

154 *Myra E. Heling* (By *Myra E. Heling*)
155 **Myra E. Heling**

PART I: AMENDMENT TO CONTRACT OF SALE

Buyer and Seller agree to amend the offer dated March 16, 1989, and accepted March 16, 1989, for the purchase and sale of real estate at now known as Lot Three, Helling Subdivision, Howards Grove, WI as proposed on unrecorded as follows:
Certified Survey Map being Lot One of that attached hereto

- (X) Closing date is changed from April 30, 1989 to on or before May 17, 1989. The closing date shall be after the certified survey is recorded.
- () Purchase price is changed from \$ to \$ (See lines #21-25.)
- () Occupancy of the property is changed from to
- () Occupancy charge is changed from \$ to \$
- () Buyer is aware there are contemplated special assessments in the estimated amount of \$ or the installation of Add agrees to pay for same
- () Seller agrees to pay \$ to Buyer at closing for contemplated special assessments for the
- (X) installation of a ten foot easement shall be along the lot line between Lot #1 and Lot #2 of this map for municipal access to a storm sewer manhole.
- () Seller agrees to provide title proof in the form of title insurance in accordance with the contract. Buyer agrees to pay Seller the difference between the title insurance premium and the sum of the costs of obtaining any abstracts on the property and any abstracts rendered by ().
- (X) Amount due Seller at closing: The amount of \$2,175.00 being applied as down payment on the purchase price is changed to \$3,242.44 to include in lieu of two net payrolls earned by E. Kirchenwitz from D. Helling. The balance due at closing is changed to \$14,757.56 due to Seller.
- () The following items of personal property are included from the sale
- (X) There is a ten foot easement along the South lot line for storm sewer and utility use.
- (X) The following items of personal property are included in the sale The legal description for this land purchase shall be known following the recording for the attached certified survey map and shall be known as "Lot One" of the certified survey map.
- (X) Other: The Offer is contingent upon Seller providing Buyer with a recorded certified survey for legal description following the vacation of the lot in the plat of Helling Subdivision (except the occupied Lot 1 and Lot 2) and also the vacation of the streets that are within the present plat of Helling Subdivision being executed as per Wis. Statutes by the Village Board of Howards Grove and the circuit court.

ALL OTHER TERMS OF THE CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

THIS IS A LEGALLY BINDING AMENDMENT TO THE CONTRACT. BOTH BUYER AND SELLER MUST SIGN.

Buyer: Edward C. Kirchenwitz Seller: David Helling

Buyer: Buyer Seller: Buyer P. Helling

Date Signed: Date Signed: April 27, 1989

ATTACH THIS AMENDMENT TO THE OFFER TO PURCHASE.

PART II: NOTICE RELATING TO CONTRACT OF SALE

This notice by (Seller) (Buyer) relates to the offer dated , 19 , and accepted , 19 , for the purchase and sale of real estate at

1. The following are no longer conditions to the contract (supporting documents if required are attached):

2. Notice is given that:

(Note: Only the party giving the notice above must sign.)

Buyer: Buyer Seller: Buyer Seller:

Date Signed: Date Signed:

ATTACH THIS NOTICE TO THE OFFER TO PURCHASE.

5/11/15)

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF	:	
DISCIPLINARY PROCEEDINGS AGAINST	:	STIPULATION
MYRA E. HELING,	:	91 REB 139
RESPONDENT	:	

It is hereby stipulated between Myra E. Heling, personally on her own behalf and Gerald M. Scanlan, Attorney for the Department of Regulation and Licensing, Division of Enforcement, as follows that:

1. This Stipulation is entered into as a result of a pending investigation of Myra E. Heling's licensure by the Division of Enforcement. Myra E. Heling consents to the resolution of this investigation by stipulation and without the issuance of a formal complaint.

2. Myra E. Heling understands that by the signing of this Stipulation she voluntarily and knowingly waives her rights, including: the right to a hearing on the allegations against her, 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 her; the right to call witnesses on her behalf and to compel their attendance by subpoena; the right to testify herself; 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 her under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, and the Wisconsin Administrative Code.

3. Myra E. Heling is aware of her right to seek legal representation and has obtained legal advice prior to signing this Stipulation.

4. Myra E. Heling agrees to the adoption of the attached Final Decision and Order by the Real Estate Board. 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. Respondent waives all rights to any appeal of the Board's Order, if adopted in the form as attached.

5. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation, and the matter shall be returned to the Division of Enforcement for further proceedings. In the event that this Stipulation is not accepted by the Board, the parties agree not to contend that the Board has been prejudiced or biased in any manner by the consideration of this attempted resolution.

6. The parties to this Stipulation agree that the attorney for the Division of Enforcement may appear before the Real Estate Board for the purposes of speaking in support of this agreement and answering questions that the members of the Board may have in connection with their deliberations on the Stipulation.

7. The Division of Enforcement joins Myra E. Heling in recommending the Real Estate Board adopt this Stipulation and issue the attached Final Decision and Order.

Myra E. Heling
Myra E. Heling

3/18/94
Date

William H. Holbrook
William H. Holbrook
Attorney For Respondent

3/18/94
Date

Gerald M. Scanlan
Gerald M. Scanlan, Attorney
Division of Enforcement

3/28/94
Date

GMS:lmf
ATY-2380

NOTICE OF APPEAL INFORMATION

Notice Of Rights For Rehearing Or Judicial Review, The Times Allowed For Each, And The Identification Of The Party To Be Named As Respondent.

Serve Petition for Rehearing or Judicial Review on:

THE STATE OF WISCONSIN REAL ESTATE BOARD

1400 East Washington Avenue

P.O. Box 8935

Madison, WI 53708.

The Date of Mailing this Decision is:

MAY 2, 1994.

1. 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 sec. 227.49 of the *Wisconsin Statutes*, a copy of which is reprinted on side two of this sheet. The 20 day period commences the day of personal service or mailing of this decision. (The date of mailing this decision is shown above.)

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

A petition for rehearing is not a prerequisite for appeal or review.

2. JUDICIAL REVIEW.

Any person aggrieved by this decision may petition for judicial review as specified in sec. 227.53, *Wisconsin Statutes* a copy of which is reprinted on side two of this sheet. By law, a petition for review must be filed in circuit court and should name as the respondent the party listed in the box above. A copy of the petition for judicial review should be served upon the party listed in the box above.

A petition must be filed within 30 days after service of this decision 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.

The 30-day period for serving and filing a petition commences on the day after personal service or mailing of the decision by the agency, or the day after the final disposition by operation of the law of any petition for rehearing. (The date of mailing this decision is shown above.)