

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 :
: FINAL DECISION AND ORDER
: 94 REB 416
SHARON A. NELSON, :
RESPONDENT. :
: LS 9802263 REB

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

Sharon A. Nelson
1210 Pepper Ave.
Wisconsin Rapids, WI 54494

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. Sharon A. Nelson (D.O.B. July 11, 1942) is duly licensed in the state of Wisconsin as a Real Estate Broker (license #43899). This license was first granted on June 18, 1990.
2. Sharon A. Nelson's latest address on file with the Department of Regulation and Licensing is 1210 Pepper Ave., Wisconsin Rapids, WI 54494.
3. On or about March 28, 1994, Sharon A. Nelson, hereinafter the Respondent, entered into a Vacant Land Listing Contract-Exclusive Right to Sell Agreement with William Dachel for the sale of Mr. Dachel's property known as Lot 17, Metcalf Sub-division. The listed price for the property was \$14,500 with a 9% broker's commission. The listing contract was to terminate on September 28, 1994. A copy of the March 28, 1994, Vacant Land Listing

Contract-Exclusive Right to Sell, is attached as Exhibit 1, and is incorporated herein by reference.

4. On or about September 26, 1994, by Amendment to Listing Contract, the March 28, 1994, Vacant Land Listing Contract-Exclusive Right to Sell (Exhibit 1), was extended to March 28, 1995. Lines 16 and 17 of the Amendment to Listing Contract states: "This contract is void effective December 19, 1994." This voidance was signed by Respondent and Mr. Dachel. A copy of the September 26, 1994, Amendment to Listing Contract is attached as Exhibit 2, and is incorporated herein by reference.

5. On or about October 15, 1994, Respondent offered to purchase Mr. Dachel's property, Lot 17 Metcalf Sub-division, for \$12,000. Contingency two of the Vacant Land Offer to Purchase as prepared by Respondent reads as follows: "Subject to buyer being able to build a house of approx. 1,300 square feet." Contingency four of the offer reads as follows: "Subject to buyer obtaining financing on house." Respondent's offer to purchase was accepted by Mr. Dachel on or about October 15, 1994. Respondent acknowledged that she was a licensed broker in the state of Wisconsin and that she was acting as an agent for the buyer on the offer. The transaction never closed. A copy of the October 15, 1994, Vacant Land Offer to Purchase is attached as Exhibit 3, and is incorporated herein by reference.

CONCLUSIONS OF LAW

1. The Wisconsin Real Estate Board has jurisdiction to act in this matter pursuant to Wis. Stats. sec. 452.14.

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

3. Respondent, Sharon A. Nelson, has violated: Wis. Stats. sec. 452.14(3)(i), Wis. Stats. sec. 452.14(3)(m), Wis. Adm. Code sec. RL 16.06(8), by drafting indefinite contingencies number two and four in her October 15, 1994, Vacant Land Offer to Purchase (Exhibit 3), thereby creating a unenforceable and/or void contract.

ORDER

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

IT IS FURTHER ORDERED that Respondent Sharon A. Nelson be, and hereby is, issued a private letter of warning.

IT IS FURTHER ORDERED that within six (6) months of the date of this Order, Respondent Sharon A. Nelson shall successfully complete eight (8) hours of real estate education

from the Real Estate Brokers 36-hour program approved by the Department of Regulation and Licensing as follows:

- a. Approved forms - 4 hours (Wis. Adm. Code sec. RL 25.02(2)(b)).
- b. Business Ethics - 4 hours (Wis. Adm. Code sec. RL 25.02(2)(g)).

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 seven (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.

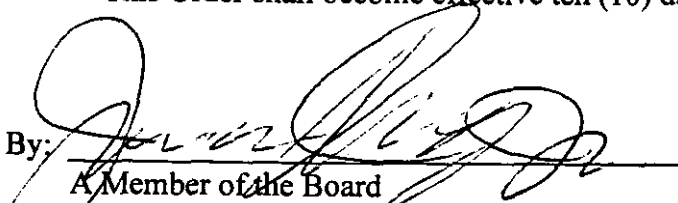
In the event Respondent Sharon A. Nelson fails to complete the required six (6) hours of education as set forth above within six (6) months of the date of this Order, and/or fails to verify the same to the Department of Regulation and Licensing within seven (7) months of the date of this Order, then her Real Estate Broker's License # 43899, shall be indefinitely suspended until she has fully complied with the terms of this order.


IT IS FURTHER ORDERED that Respondent, Sharon A. Nelson, pay partial cost of this action in the amount of \$300.00 within 30 days of the date of this Order by making payment of the same to the Department of Regulation and Licensing, P.O. Box 8935, Madison, WI 53708-8935.

IT IS FURTHER ORDERED that in the event Sharon A. Nelson fails to pay the \$300.00 partial costs within the time and in the manner set forth above, then in that event, and without further notice, the Real Estate Broker's License # 43899 shall be immediately 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 her failure to pay the costs, shall be considered a violation of the Order of the Board.

IT IS FURTHER ORDERED, that investigative file 94 REB 416 be, and hereby is, closed.

This Order shall become effective ten (10) days following the date of this order.

By: 
A Member of the Board


Date

GMS:daw
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WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 AGREEMENT made between the undersigned real estate Broker and the undersigned Seller
2 Seller gives Broker the sole and exclusive right to procure a purchaser for the property described below at the price and upon the terms set forth in this contract
3 If a purchaser is procured for the property by Broker, by Seller, or by any other person, at the price and upon the terms set forth in this contract, or at any other
4 price or upon any other terms accepted by Seller during the term of this contract, or if a binding exchange agreement is entered into or an option which is
5 subsequently exercised is granted during the term of this contract, Seller agrees to pay Broker a commission as set forth in this contract regardless when the
6 transaction closes.

7 If, as in the property or any part of it, a purchaser is procured, a binding exchange agreement is entered into, or an option which is subsequently exercised is
8 granted, within six months after the expiration of this contract to any person or to anyone acting for any person with whom Seller, Broker or any of Broker's agents
9 negotiated or personally exhibited by showing the property prior to the expiration of this contract and in either case whose name Broker has submitted to Seller in
10 writing by personal delivery or by depositing postage or fees prepaid, in the United States mail or a commercial delivery system, not later than 24 hours after the
11 expiration of this contract, Seller agrees to pay Broker the commission set forth in this contract. A written offer in purchase submitted to Seller or direct negotiation
12 between Seller and purchaser during the term of this listing shall constitute the notice required on lines 7 to 11 without further notice to Seller.

13 (Seller warrants) (Map dated _____) indicated (cont) (part) (all) of the property is located in a flood plain (Strike as applicable)
14 (Seller warrants) (Map dated _____) indicated (cont) (part) (all) of the property is located in a wetland (Strike as applicable)
15 Seller warrants that the property is zoned residential
16 Seller warrants and represents to Broker and Buyer that Seller has no notice or knowledge of any
17 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the property
18 (b) government agency or court order requiring repair, alteration, or correction of any existing condition
19 (c) state and/or special land use regulations affecting the property
20 (d) underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property

21 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 13 TO 20: No Exceptions

24 WARNING - IF SELLER WARRANTIES AND REPRESENTATIONS ARE NOT CORRECT SELLER MAY BE LIABLE FOR DAMAGES AND
25 COSTS.

26 Seller shall promptly disclose to Broker any facts or circumstances that would modify the above representations and warranties. Seller is aware that Broker is
27 required by state law to disclose material factors affecting the property to all interested parties.

28 Any offer submitted shall be deemed to comply with the terms of this agreement if it includes, in addition to the terms herein contained, in substance, any of the
29 provisions set forth on lines 96 to 132 of this agreement.

30 In consideration for Seller's agreement to list and sell the property, Seller agrees to list and sell the property, including but not limited
31 to the following: Sharon Nelson Real Estate, Inc Marketing, LLC,
32 Sign

33 Seller authorizes Broker and Broker's agents to cooperate with other Brokers, including allowing other Brokers to act as Seller's subagent, except
34 _____

36 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 all
37 encumbrances: all fixtures; all garden bulbs, plants, shrubs and trees.

38 ADDITIONAL ITEMS INCLUDED IN THE SALE _____

41 ITEMS NOT INCLUDED IN THE SALE: _____

44 The listed property is known as: 20977 Rounder Metcalley Trust Addition
45 in the city of New Taipei County of New York
46 Wherein, particularly described as:
47 LISTED PRICE: Fourteen thousand five hundred Dollars (\$14,500)
48 MINIMUM EARNEST MONEY \$ 500 = 4.00% WITHIN 7 DAYS OF ACCEPTANCE WHICH WILL BE
49 RETAINED BY BROKER IN BROKER'S TRUST ACCOUNT, UNLESS OTHERWISE AGREED BY SELLER AND BUYER

50 TERMS: Cash at closing or _____

51 OCCUPANCY DATE: _____ OCCUPANCY CHARGE if Seller occupies after closing \$ _____ per day

52 ESCROW TO GUARANTEE OCCUPANCY TO BUYER (AND FOR NO OTHER PURPOSE) \$ _____

53 CONVEYANCE OTHER THAN WARRANTY DEED, IF ANY: No Exceptions

54 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
55 encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and
56 covenants, general taxes levied in the year of closing and _____

57 and Seller shall complete and execute the documents necessary to permit recording the conveyance. provided none of the foregoing prohibit present use

58 (WARNING) Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the property.)

59 BROKER'S COMMISSION, PAYABLE IN FULL WHEN EARNED, BUT NO LATER THAN AT CLOSING, SHALL BE 7%
60 OF THE FOLLOWING ON: _____, whichever is greater

- 62 (a) The listed price:
63 (1) if a purchaser is procured in accordance with the terms of this agreement, or,
64 (2) if the property is exchanged.
65 (b) The sales price if an offer is accepted which creates an enforceable contract for the sale of all or any part of the property.
66 (c) The sales price set forth in an option if the option granted is exercised.

67 Within one week from the date of this agreement Seller will provide Broker a written list of all persons whose procurement as purchaser would entitle another
68 broker a commission under a prior listing contract. Broker is not entitled to a commission if the property is sold, exchanged, or optioned to any person on such list
69 to the extent of the prior broker's rights, or to any of the following persons designated by Seller: _____

72 SPECIAL PROVISIONS: (Exclusion) - Richard Sedell
73 60 day

75 TERM OF CONTRACT FROM THE 28 DAY OF March
76 UP TO AND INCLUDING MIDNIGHT OF THE 28 DAY OF Sept. 19 84

77 except this Contract is extended through the closing or other termination of any transaction in which Broker name is completed under lines 7 to 12 listed by
78 the purpose of this transaction only.

79 Dated this 28th day of March 19 84

81 Richard Sedell (Sharon Nelson Real Estate, Inc) Seller X Confirmed

82 Sharon Nelson, CRS, etc. Seller

83 1210 Cypress Ave 422-SOLD Exhibit 2

84 Broker's Address and Phone Number

WB 42 AMENDMENT TO LISTING CONTRACT

- 1 It is agreed that the Listing Contract dated March 28, 1994, between the undersigned, for sale of the property known as
- 2 (Street Address/Description) Lot 17, Rounds Metcalf First Addition
- 3 in the Wood city of Wisconsin Rapids County of _____
- 4 Wisconsin is amended as follows:
- 5 () The list price is changed from \$ _____ to \$ _____
- 6 (X) The expiration date of the contract is changed from September 28, 1994 to midnight March 28, 1995
- 7 () The following items are (added) (deleted) [~~STRIKE ONE~~] from the list of property to be included in the list price: _____
- 8 () Other: _____

*This contract is void effective
Dec. 19, 1994.
Sharon Nelson*

*[Signature]
12/19/94*

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

(x) Sharon Nelson Real Estate, Inc.
(Broker/Firm) &

(x) *[Signature]* 9/26/94
(Seller's Signature) & (Date) &
(Print Name) &

(x) Sharon H. Nelson
By & (Date) & 9/17/94
(Print Name) & Sharon H Nelson

(x) *[Signature]* 9-26-94
(Seller's Signature) & (Date) &
(Print Name) &

ATTACH THIS AMENDMENT
TO THE LISTING CONTRACT

WB-13 VACANT LAND OFFER TO PURCHASE

1 Wisconsin Rapids, Wisconsin, Oct. 15, 1994, 19

2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (Strike as applicable).
3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT, BOTH PARTIES
4 SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, James H. Nelson and Sharon M. Nelson
6 hereby offers to purchase the property known as (Street Address) Metcalfe Subdivision, Road

7 in the City of Wisconsin Rapids, County of Waupaca, Wisconsin

8 more particularly described as Recorded Register of Deeds Office
9 Wood Co. Courthouse

10 at the price of Seven thousand five hundred Dollars (\$7,500.00)

11 and on the terms and conditions as follows
12 Earnest money of \$ _____ in the form of _____ tendered with this offer. Additional earnest
13 money of \$ _____ in the form of _____ to be paid within _____ days of acceptance of this offer or
14 _____ and the balance in cash at closing.

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

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

20
21 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION
22 OF THE FOLLOWING

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

- 25 1. Subject to water, sewer
- 26 2. Subject to buyer being able to build
- 27 a house of not more than 1300 sq. ft.
- 28 3. Buyer is a licensed broker in the
- 29 State of Wisconsin
- 30 4. Subject to Buyer obtaining financing on their
- 31 own
- 32 5. Buyer to pay all closing costs
- 33 and no commission to the seller.

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

49 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
50 delivered free and clear of encumbrances: all fixtures, all garden bulbs, plants, shrubs and trees.

51 ADDITIONAL ITEMS INCLUDED IN THE SALE _____

54 ITEMS NOT INCLUDED IN THE SALE _____

57 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein,
58 free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities
59 serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and
60 _____, provided none of the foregoing prohibit present use,
61 and Seller shall complete and execute the documents necessary to record the conveyance (WARNING: Recorded building and use
62 restrictions and covenants can have material impact on the use of or improvements to the property.)

63 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
64 or a commercial delivery system, addressed to Buyer at 1210 Pepper Ave. Dr. R. or by personal
65 delivery of the accepted offer to Buyer on or before Oct. 15, 1994. Otherwise this offer
66 is void and all earnest money shall be promptly returned to Buyer.

67 This transaction is to be closed at the office of Buyer's mortgagee or at the office of listing broker
68 on or before Oct. 31, 19 94 or at such other time and place as may be agreed in writing.

69 Legal possession of property shall be delivered to Buyer on date of closing.

70 It is understood the property is now occupied by vacant
71 under (oral lease) (written lease), which terms are: _____

72 Occupancy of premises shall be given to Buyer on closing

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

76 The sum of \$ _____ shall be withheld from the purchase price to be escrowed with _____

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

EXHIBIT 3

81 (Seller warrants) (Map dated _____ indicates (none) (part) (all) of the property is located in a wetland (Strike as applicable).
82 (Seller warrants) (Map dated _____ indicates (none) (part) (all) of the property is located in a wetland (Strike as applicable).
83 applicable).
84 Seller represents that the property is zoned residential
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 the
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 No Exception

96 The following items shall be prorated as of the day of closing: general taxes, rents, water and sewer use charges, homeowners
97 association assessments, fuel, and _____
98 Any income, taxes, or expenses through the day of closing accrue to Seller
99 General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise
100 on the net general taxes for the preceding year
101 CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall
102 be on the basis of \$ _____ estimated annual tax.
103 Special assessments, if any, for work on site actually commenced or levied prior to date of this offer shall be paid by Seller. All
104 other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or homeowners
105 association assessments are contemplated.)

106 Seller shall provide to Buyer at Seller's expense at least three (3) business days before closing, Seller's choice of:
107 1. An abstract of title prepared by an attorney or abstract company; or
108 2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount
109 of the purchase price upon recording of proper documents;
110 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
111 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
112 insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title in
113 writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be
114 extended as necessary for this purpose.
115 If this offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as
116 required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the
117 proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of
118 Seller on the underlying indebtedness.

119 If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by
120 broker shall be disbursed as follows:
121 1. To Buyer, unless Seller notifies Buyer and Broker in writing no later than 15 days after the earlier of the Buyer's written
122 demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as
123 liquidated damages or partial payment for specific performance.
124 2. To Seller, subject to amounts payable to broker, provided the above notice is given and neither party commences a lawsuit
125 on this matter within 30 days after receipt of the notice.
126 In making the disbursement, the broker shall follow procedures in Section RL 18.09(4), Wis. Adm. Code.
127 Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.
128 Both parties agree to hold the Broker harmless from any liability for good faith disbursement of earnest money in accordance
129 with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.
130 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,
131 this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall
132 be entitled to the insurance proceeds relating to damage to property.

133 SPECIAL PROVISIONS: Seller will provide an abstract.
134 _____
135 _____
136 _____
137 _____

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

140 James H. Nelson (Buyer) Sharon H. Nelson (Buyer)
141 _____
142 Buyer's Social Security No. _____ Buyer's Social Security No. 393-40-6102

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

147 Dated: 10/15, 1994 Dee Decker
148 _____ (Seller)

149 Offer is rejected (Seller initial) _____ Seller's Social Security No. 399-40-2003

150 Offer is countered (Seller initial) _____ Kathleen A Decker
151 _____ (Seller)

152 Seller's Social Security No. 395-58-579

153 This offer was drafted by (Licensee and firm) Sharon Nelson, Realtor, S&B, Inc.

154 It was presented to Seller by Sharon Nelson, Realtor, S&B, Inc. on Oct. 15, 1994 at 10:15 a.m.

155 EARNEST MONEY RECEIPT
156 Broker acknowledges receipt of initial earnest money as per line 13 of the above offer
157 _____ Brof

158 _____ 19_____
159 _____ (By _____)

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :

SHARON A NELSON, :
RESPONDENT. :

STIPULATION
94 REB 416

It is hereby stipulated between Sharon A. Nelson, 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 Sharon A. Nelson's licensure by the Division of Enforcement. Sharon A. Nelson consents to the resolution of this investigation by Stipulation and without the issuance of a formal complaint.

2. Sharon A. Nelson 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. Sharon A. Nelson is aware of her right to seek legal representation and has obtained legal advice prior to signing this Stipulation.

4. Sharon A. Nelson 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 and the member of the Real Estate Board assigned as an advisor in this investigation 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 Sharon A. Nelson in recommending the Real Estate Board adopt this Stipulation and issue the attached Final Decision and Order.

Sharon A. Nelson
Sharon A. Nelson

1/28/98
Date

William G. Weiland
William G. Weiland Bar # 1011853
Attorney For Respondent

1-28-98
Date

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

2-2-98
Date

GMS:daw
G:\DOEATTY\FLG279 DOC

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 February 26, 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 #: LS9802263REB

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: March 28, 1998

NAME: Sharon A. Nelson LICENSE NUMBER: 43899

STREET ADDRESS: 1210 Pepper Avenue

CITY: Wisconsin Rapids STATE: WI ZIP CODE: 54494

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

COSTS FORFEITURE

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

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

For Receipting Use Only

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Ch. 440.22, Stats.

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

In the Matter of the Disciplinary Proceedings Against

Sharon A. Nelson,

AFFIDAVIT OF MAILING

Respondent.

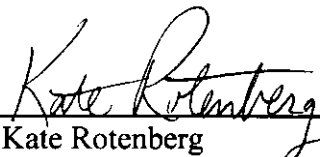
STATE OF WISCONSIN)
)
COUNTY OF DANE)

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 March 3, 1998, I served the Final Decision and Order dated February 26, 1998, and Guidelines for Payment of Costs and/or Forfeitures, LS9802263REB, upon the Respondent Sharon A. Nelson'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 P 221 158 803.


William G. Weiland, Attorney
550 11th Street S
Wisconsin Rapids WI 54494



Kate Rotenberg
Department of Regulation and Licensing
Office of Legal Counsel

Subscribed and sworn to before me

this 3rd day of March, 1998.



Notary Public, State of Wisconsin
My commission is permanent.

NOTICE OF RIGHTS OF APPEAL

TO: WILLIAM G WEILAND ATTY

You have been issued a Final Decision and Order. For purposes of service the date of mailing of this Final Decision and Order is 3/3/98 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 Final Decision 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 Final Decision and 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 Final Decision and 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 Final Decision and 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 Final Decision and 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