

320 Acre Multi Parcel Juneau County Land Online Only Auction

14366 1st N Avenue, Mather, WI 54641

Online Auction Starts 6:00 PM Thursday, September 26th 2019

www.hameleauctions.com



Details: Online auction starts closing 6PM 9/26/19

Juneau County Hunting Land Auction which consists of 320 acres that will be offered in the following parcels options: Lot #1 40+/- Acres, Lot #2 80 acres, Lot #3 80 acres and Lot #4 120 acres. This property consists of 320 acres which have 120+/- wooded acres, lowland marsh land, ditch system, water holes, driveway leading back to an old homesite and a portion of it goes into a cranberry pond. This property supports abundance of wildlife including whitetail deer, turkey, bear and excellent waterfall hunting thought this property. Come take a look and bid on 40 to 320 acres of this property and let the hunting and recreational memories begin on this property. 20 mins from Tomah, 1.5hrs from Madison and 2.5hrs from Minneapolis.

Terms: 10% Buyer's Fee added to high bid to determine total contract price, Buyer to sign Offer to Purchase w/no contingencies & all auction documents, a \$2500 per parcel nonrefundable down payment to be paid to within 24hrs after auction ending, buyer to close on property on or before October 27th 2019. High Bid Subject to Seller Confirmation on any or all parcels w/in 48hrs of midnight of auction day. Call Realtree Land Pro Bruce Witte 715-429-0654.

UNITED COUNTRY HAMELE AUCTION & REALTY: 1325 W. Wisconsin St. Portage, WI 53901 608-742-5000 Registered Wisconsin Auctioneer: Travis Hamele #2224 Wisconsin Dells, WI. 608-697-3349, Listing agent Bruce Witte 715-429-0654. Thinking of selling Real Estate or having an auction? Call us for a free auction evaluation.

We can help you with all of your real estate or auction needs! Visit us at
www.HameleAuctions.com



Vacant Land
1519101Active
Recent: 08/23/2019 Price Decrease

14366 1St N (Cranberry Rd) Avenue
Mather, WI 54641



Type:	Acreage-6 or More	County:	Other
Twp:	Kingston	Area:	60 - All Other Wi Prop
Sec/Twp/Rng:		School Dist:	Mauston
Lot Size:	0 x 0 x	Taxes/Yr:	\$2,358.72 / 2015
Acreage:	320.00	Tax ID:	29016281-81-82-91-92-93-94
Waterfront:	Yes	Addtl Tax IDs:	and,95
Terrain:	Open, Wooded, Other-See Remarks	Subdivision:	
Utilities:	Cable-At Street, Electric-on Site, Telephone-At Street		

Use Value Assmt:
Common: **Yes**

Road Access:
Restrictive Cov:

Plat:
Non Conform:

Water Front Type: **Flowage**
 Lake/River Name: **Unnamed**
 Lake Size: **0**
 Waterfront Elevation: **Elevation Low 0 - 15**

Water Front Ft: **0**
 Waterfront Access: **Yes**
 Water View:
 Water Front CF: **Bottom-Muck, Bottom-Sand**

Seasons:
Lake Depth: **10**
 Slope:
RoadBtwWtrfrnt:

Fencing:
Showing: **Sign-on Property, UseShowingTime**
 Soil Type:
Zoning: **Recreational, Wetlands**

Occupancy:
Sewer:
Water: **None**

Directions: **From Mather, WI, take Cranberry Road also known as 1st Ave. North out of town W-NW approximatly 2 miles. Property on right see fire number and signs.**

Remarks: **Online Only Auction ending Sept 26th 2019 at 6:00pm. Terms: 10% Buyer's Fee added to high bid to determine total contract price, Buyer to sign Offer to Purchase w/no contingencies & all auction documents, a \$2500 per parcel nonrefundable down payment to be paid to within 24hrs after auction ending, buyer to close on property on or before Oct. 21st 2019,.High Bid Subject to Seller Confirmation on any or all parcels w/in 48hrs of midnight of auction day.**

Legal:

Condition Report: **Yes**

Seller Financing:

Seller Fin Remarks:

Prepared By: Travis Hamele

Email: travis@hameleauctions.com

United Country Hamele Auction & RealtyOffice Ph#: 608-742-5000

1325 W Wisconsin St

Preferred Ph#: 608-697-3349

Portage, WI 53901

Certs:



Not guaranteed. Information provided by NWW WI MLS is compiled from 3rd party source. Days on Market data may relate only to this unique ML# and not reflect entire listing activity of property. Neither NWW WI MLS, the listing broker or its agents or subagents are responsible for its accuracy. PRESENTING AGENT MAY NOT NECESSARILY BE THE LISTER. © August 27, 2019 10:17 AM NWWMLS



1
40 acres

This is an aerial photograph of a rural landscape, likely a farm or undeveloped land. The image is overlaid with a grid of thin orange lines. Four specific parcels are highlighted with thick yellow borders and labeled with numbers and acreage. Parcel 1 is a small rectangular area in the top left. Parcel 2 is a larger rectangular area below Parcel 1. Parcel 3 is another large rectangular area below Parcel 2. Parcel 4 is a large rectangular area at the bottom, with a small rectangular extension on its left side. To the right of these parcels, there is a large, irregularly shaped area that appears to be a pond or a body of water. In the top right corner, there is a small, rectangular structure, possibly a barn or a shed. The overall terrain is dark and textured, suggesting vegetation or bare earth.

2
80 Acres

3
80 Acres

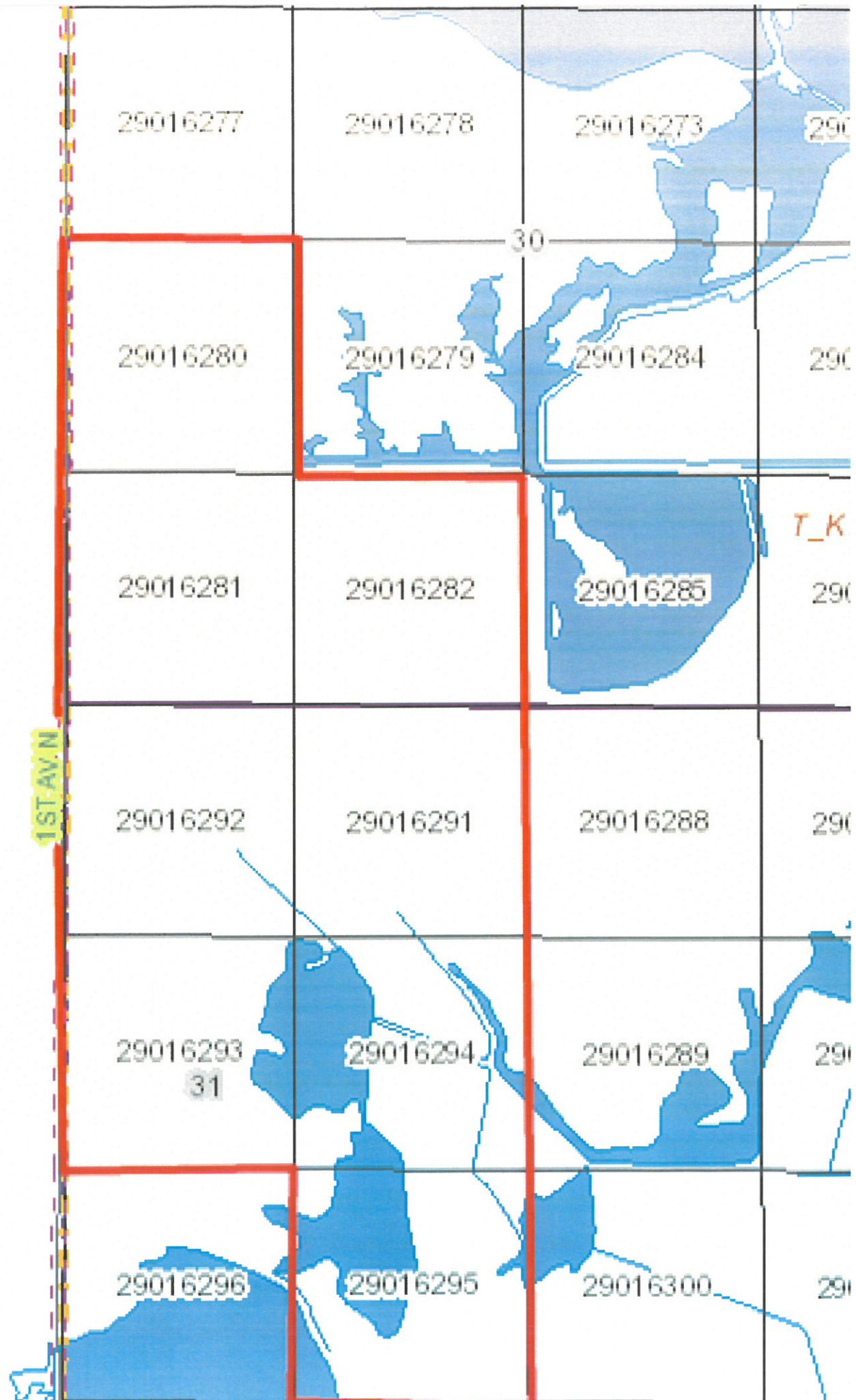
4
120 acres



320 acres

1ST AVE N

1ST AVE N 1ST AVE N



<u>Parcels</u>	<u>Auction Lot</u>	<u>Acres</u>	<u>Taxes</u>	<u>Total Assesment</u>
290160280		1 38.55	691.91	48500
290160281		2 38.9	818.88	57400
290160282		2 40	199.72	14000
290160291		3 40	375.2	26300
290160292		3 39.32	446.53	31300
290160295		4 40	199.72	14000
290160294		4 40	199.72	14000
190160293		4 39.8	199.72	14000

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 0 1st Avenue N. (STREET ADDRESS) IN THE Township (CITY) (VILLAGE) (TOWN) OF Kingston, COUNTY OF Juneau, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF April (MONTH) 12th (DAY), 2016 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B.1 In this form, "am aware" means have notice or knowledge. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would adversely affect the use of the property.

B.2 The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3 The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes." *If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.*

B.4 If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

PROPERTY CONDITION STATEMENTS*

	Yes	No	N/A	See Expert's Report
C.1. I am aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL INFORMATION

Yes No N/A

- D.1 Use-Value Assessments. The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a nonagricultural use, such as residential or commercial development, that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.
- a. I am aware that the property is subject to a farmland preservation agreement. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.
- a. I am aware that all or part of the property is enrolled in the managed forest land program. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:
- a. Electricity. ☒ Yes ☐ No ☐ N/A ☐ See Expert's Report
- b. Municipal water. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- c. Telephone. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- d. Cable television. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- e. Natural gas. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- f. Municipal sewer. ☐ Yes ☒ No ☐ N/A ☐ See Expert's Report
- D.4. The owner has owned the property for 40+ years.
- D.5. Explanation of "yes" responses. (See B.3.) PORTIONS OF PROPERTY IS CONSIDERED WETLANDS
C9 LP TANK BY OLD HOUSE CITY AT ONE TIME USED TO BE SEPTIC ON PROPERTY
C21 PROPERTY PRONE TO FLOODING AND STANDING WATER D3 ELECTRIC ON PROPERTY

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

OWNER'S CERTIFICATION

F. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner ED RACKAUSKAS, TRUSTEE FOR INHERITANCE DANCE RACKAUSKAS Date 9/14/2016
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

NOTICE REGARDING ADVICE OR INSPECTIONS

H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

BUYER'S ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer _____ Date _____
 Prospective Buyer _____ Date _____
 Prospective Buyer _____ Date _____

*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.

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Drafted by Attorney Debra Peterson Conrad

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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Rackauskas

UNITED COUNTRY HAMELE AUCTION AND REALTY
P.O. Box 257, Portage, WI 53901
608-742-5000

REAL ESTATE AUCTION TERMS AND CONDITIONS
With Buyer's Premium

THE UNDERSIGNED (herein "Bidder" or "Buyer", interchangeably, whether successful in purchasing the property or not) agrees to abide by all Terms and Conditions stated herein for the real estate auction whether conducted live, on-line, by conference call or in any other manner.

All Buyers are required to have a Bidder's number to bid. In order to obtain a number, bidders must give verifiable full name, address and phone number. Evidence of correct form and amount of deposit must be made in order to register for the auction.

All announcements made by the Auctioneer immediately prior to and during the auction will take precedence over all previously printed material and any prior oral statements relating to the auction of the property. The property which is the subject of the auction is located at N14366 1st Ave. (Cranberry Rd) Town of Kingston Juneau County WI 320+/- acres offered in the following lots:

Lot #1: 40+/- Acres; Lot #2: 80+/- Acres; Lot #3 80+/- Acres; Lot #4 120+/- Acres

These Terms and Conditions will be attached to and become a part of the Offer to Purchase Real Estate, which will represent the final contracted terms of the sale. All registered Bidders agree by bidding at this action to abide by the terms and conditions set forth herein:

United Country Hamele Auction and Realty ("Auctioneer") has been appointed by Edward Rackauskas, Indre Rackauskas, DAnge Gallagher and Aldona Rackauskas ("Seller"), through a separate written Agreement to offer the Property at auction.

The Seller reserves the right to deny any person admittance to or expel anyone from the property or the auction for interference, nuisance, canvassing or solicitation.

The Seller reserves the right to add additional property or withdraw any portion or all of the property being offered at the auction.

CONTRACTS:

The successful Bidder must sign all documents and contracts, including without limitation a contingency free Offer to Purchase, as presented by Auctioneer immediately upon conclusion of the auction. Bidder acknowledges that all documents and contracts may be subject to Court or Seller approval or ratification to become binding upon the Seller. They are, however, binding upon Bidder immediately.

DEPOSITS:

Immediately upon conclusion of bidding resulting in a successful sale, the high bidder shall pay to the Auctioneer a deposit of \$ 2500 per Auction Lot . This deposit will be required in the form of a cashier's check or certified check. A personal or company check will only be accepted by Auction Company.

BUYER'S PREMIUM:

A buyer's premium of ten percent (10%) shall be added to the successful Bidder's high bid and included in the total purchase price to be paid by the successful Bidder. Wire transfer is subject to a \$25.00 fee.

REAL ESTATE CLOSING:

Buyers must close all sale of real property on or before October 28th 2019 unless a different date is set forth by Auctioneer in the Offer to Purchase, in which case the terms of the Offer shall control. **Time is of the essence.** The entire purchase price must be paid by cashier's check or certified check, attorney's escrow check or wired funds at closing. Other terms and conditions of the closing of this sale of real property shall be controlled by the terms of the Offer to Purchase to be executed by the high bidder.

CONDITION OF SALE:

This property is sold in gross in all cases. If a subsequent survey shows a greater or lesser number of acres or square footage, this will not affect the purchase or purchase price.

AGENCY AND CONDUCT OF AUCTION:

The Auctioneer is acting as agent on behalf of the Seller only. Auctioneer may enter bids on behalf of internet or absentee buyers. The Auctioneer is not responsible for the acts of his/her agents or principals. During the bidding, the Auctioneer has the right to reject any raise that, in his opinion, is not commensurate with the value of the offering. In the event of any dispute between Bidders, the Auctioneer may determine the successful Bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale, Auctioneer's determination of final sale shall be conclusive.

RIGHTS:

All announcements made the day of sale take precedence over any prior written or verbal terms of sale. Buyers will acquire properties subject to the rights of all parties in possession. If any conditions contained herein are not complied with by the Buyer, United County Hamele Auction and Realty may, in addition to asserting all remedies available by law, including the right to hold defaulting Buyer liable for the purchase price, either (a) cancel the sale, retaining as liquidated damages any payment made by such Buyer, (b) resell the property at public auction; or (c) take such other action as it deems necessary or appropriate. The retention of the Bidder's deposit shall not limit any rights or remedies of United County Hamele Auction and Realty or the Sellers with respect to the Buyer's default. If the property is resold, the original defaulting Buyer shall be liable for payment of any deficiency in the subsequent purchase price and all costs and expenses, the expenses of both sales, reasonable attorney fees, commissions, incidental damages and all other charges due hereunder.

JURISDICTION:

The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State of Wisconsin. By bidding at an auction, whether present in person or by agent, by written bid, or other means, the Buyer

shall be deemed to have consented to the exclusive jurisdiction of the state and federal courts sitting in the State of Wisconsin. Buyer agrees that (irrespective of the location of the auction, the property or the place of execution of this document) venue for any state court litigation interpreting or enforcing this document or any matter relative to this auction shall be in Columbia County, Wisconsin.

ADDITION TO OR WITHDRAWAL FROM SALE:

The Seller reserves the right to withdraw from sale the property listed and also reserves the right to group one or more properties into one or more selling lots or to subdivide into two or more selling lots. The Seller additionally reserves the right to cancel the auction sale at any time.

INSPECTIONS:

Bidders acknowledge by their participation in the auction that they have had sufficient opportunity to make independent inspection(s) of the property prior to bidding and executing the Offer to Purchase Real Estate. Bidders acknowledge that they have, prior to the commencement of bidding, had the opportunity to perform inspections and testing on the property at their own expense. Bidders must rely solely upon Bidder's own investigation of the property and not any information provided by the Seller, Broker or Auctioneer, or their respective agents, employees, officers or representatives. Failure of a Bidder to be fully informed on the condition of the property will not constitute grounds for any adjustments to purchase price, right to cancel sale or other cause of action. Buyer agrees hereby to waive the opportunity to conduct future testing or additional inspections of the property and acknowledges that testing or inspection will not be allowed as a contingency under the Offer to Purchase.

REPRESENTATIONS:

All information provided to Buyers was obtained from sources believed to be reliable and is believed to be correct. However, the Auctioneer, Broker and Seller do not make any representations or warranties as to accuracy or completeness of any information provided. Bidder hereby represents, warrants and agrees that Bidder has not relied upon any information regarding the Property (including, without limitation, advertising materials, warranties, statements or announcements) provided by Seller, Broker or Auctioneer, or their respective agents, employees, officers or representatives.

REAL ESTATE BUYER'S AGENTS:

Real estate agents who register as buyer's agents will qualify for a 3 % commission, calculated on the successful Bidder's high bid. The agent's properly registered Buyer must be the successful Bidder at the auction, and the Buyer must pay for and settle on the property. No agent shall be entitled to any commission on account of any sale to that agent; rather, agent, if purchasing the property as an investment for agent will receive an incentive fee of 0 % of the successful Bidder's high bid. Agent must register his or her prospective Buyer on a form provided by Auctioneer with the signature of the agent and the prospective Buyer, the agent's real estate license number, identification of the property, and Agency Disclosure Statement. Buyer Broker Registration Form must be submitted to Auctioneer 24 hours **prior** to bidding. Agents must accompany their Buyer to the auction.

TITLE INSURANCE:

The property shall be sold with a Title Insurance Policy issued at Seller's cost.

FINANCING:

The property is not being offered subject to financing. The Offer to Purchase executed by the high bidder shall not contain a financing contingency.

ENVIRONMENTAL DISCLAIMER:

The Auctioneer, Broker and/or Seller make no warranties with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer hereby represents that it has made its own environmental audit or examination of the premises and accepts the property in its current condition, as is.

ADDENDA:

The following addenda are attached, hereto and incorporated by reference as if fully set forth herein: _____

AUCTIONEER IS NOT RESPONSIBLE FOR ANY MISTAKES MADE IN AUCTION

ADVERTISEMENTS

DAY OF SALE ANNOUNCEMENTS TAKE PRECEDENCE OVER ALL OTHER ADVERTISING

PROPERTY SOLD "AS IS WHERE IS" WITH ALL FAULTS & NO WARRANTEE OTHER THAN CLEAR

TITLE DEED

ACCEPTANCE OF TERMS AND CONDITIONS:

The undersigned Bidder affirms he has read, understands and accepts the terms of the auction; and that if there are any risks, he accepts them wholly as his own and holds the Seller, Broker and Auctioneer harmless and without blame.

Name:

Email:

Address:

Phone Number(s): Home:

Cell:

Buyers Signature

Buyers Signature

Bidder Number:

Addenda to Terms & Conditions Relating to Online Auction at
N14366 1st Ave. Rd Town of Kingston Juneau County WI.
320+/- acres Ending September 26th 2019 6:00pm

To Register: Online Bidders will register and bid online and purchase property(s) as follows:

Online Bidders: A 10% Buyer's Premium will be added to final bid on each property to determine total contract price. Online Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms and conditions with offer to purchase within 24 hrs of the auction ending.

Terms of Purchase: All properties are offered and/or sold in AS-IS condition, free and clear of any and all liens or judgments. Seller only warrants good title & deed as a Warranty Deed. Seller will allow buyer to purchase GAP insurance endorsement at Buyer's Expense. Buyer will be required to pay a \$2500 nonrefundable down payment along with a signed non-contingent offer to purchase per auction parcel, Seller's Addendum and all auction term documents. Closing to take place on or before October 28th 2019 at seller's choice of title companies.

Inspections/Condition: Bidders acknowledge by their participation in the auction that they have had the opportunity to make any and all independent inspections of the properties prior to bidding and executing an Offer to Purchase Contract. All property sold will be sold "AS-IS WHERE IS"-WITH ALL FAULTS with no contingencies. Bidders responsible for verifying all measurements, taxes, special assessments, property condition, environmental issues, and all other facts or statements regarding real property. Buyer has the opportunity to test paint prior to auction at own time and cost; also cannot be a contingency to purchase property. THE PROPERTY, INCLUDING IT'S SOILS AND GROUND WATERS AND ALL IT'S BUILDINGS AND OTHER IMPROVEMENTS, IS SOLD IN IT'S PRESENT CONDITION AS-IS, WITHOUT ANY REPRESENTATION OR WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. BUYER HEREBY FOREVER AND IRREVOCABLY RELEASES ANY AND ALL CLAIMS AGAINST SELLER, AUCTIONEER(S), BROKER(S) RELATED TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON ANY ENVIRONMENTAL LAW.

Property will be offered as follows: Property will be offered in the following as one price and a 10% Buyer's Fee will be added to high bid to determine total contract price. \$2500 nonrefundable down payment per Auction Parcel. High Bid Subject to Seller confirmation within 48 hrs of midnight the day the auction closes. Property is sold as is with no warranties. Closing to be on or before October 28th 2019. Seller will entertain offers prior to auction ending under all auction terms on the entire 320+/- acres.

Lot #1: 40+/- Acres; Lot #2: 80+/- Acres; Lot #3 80+/- Acres; Lot #4 120+/- Acres

Buyer's Premium: A 10% Buyer's Premium for live bidders will be added to all property high bids to equal total contract price. See Example: High Bid Price \$100,000 plus 10% Buyer's Premium (Live Bidder) equals total contract price (\$100,000 + \$10,000=\$110,000).

Broker Participation: Auction Company to pay 3% of high bid price to a broker who procures a buyer to a successful closing. Broker must sign and return Broker Participation Form to Auction Company no later than 5:00pm September 25th 2019. Brokers purchasing for themselves or entity in which they are an owner/member will not receive the Broker Participation Fee. No Exceptions.

All announcements: made by the Auctioneer(s) before or during the Auction will take precedence over all previously printed materials, electronic materials and any oral statements relating to the auction dated September 26th 2019.

This addenda is dated:_____

Bidders Signature(s)

_____ Name Printed_____

_____ Name Printed_____

Buyer's Registration Form for Co-Broking Agents

Online Only Auction Starts ending September 26th 2019 6:00pm

N14366 1st (Cranberry Rd) Mather WI

Terms: \$2500 per parcel non-refundable down payment w/signed offer to purchase w/no contingencies from registered high bidder. 10% Buyer's Fee added to final bid for total contract price. Property Sold Subject to Seller's approval within 48hrs of midnight of the auction ending. As Is No Warranties. Closing to be on or before October 26th 2019. For more info please email Travis Hamele at travis@hameleauctions.com, United Country Hamele United Country Hamele Auction & Realty. Agent will receive a 3% Co-Broke commission of high bid for a successful closing for pre- registered bidders.

Name of Prospective buyer(s)_____

Agent's Name_____

Broker's Name_____

Type of Agency: Seller Buyer

Date(s) Buyer(s) viewed property_____

Buyer_____

Date_____

Buyer_____

Date_____

Agent_____

Date_____

Form must be completed and delivered/mailed to United Country Hamele Auction & Realty P.O. Box 257 Portage, WI 53901, email travis@hameleauctions.com or faxed to 608-742-5004 by noon on September 25th 2019 by noon to receive your co-broke commission.