51 Acre Farm in Cambria WI Online Only Auction 9/19/19 6PM

W2911 Friesland Rd, Cambria, WI 53923

Online Auction Starts 6:00 PM Thursday, September 19th 2019

www.hameleauctions.com











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

This 51-acre property has many productive years of flowers and forage. Now is your chance to own a piece of this legacy for your farming family. Great location and excellent productivity. 51 productive acres waiting to be added to your family farming future. Online Only Auction ending Sept 19th 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 \$5000 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 w/in 48hrs of midnight of auction day Property is 51 acres mostly tillable with old home site.

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 Jason Syens 608-697-0160. 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







1865601 Active Lots & Acreage Price: \$300,000 AU

W2911 Friesland Rd Cambria WI 53923

Town Scott

County: Columbia

Subdivision:

Total Acreage:

51.07 Assessor

Price/Acre:

\$5,874.29

B30

D

G

Wooded Acres:

0.00 0.00 Price/SqFt:

Pasture Acres: Tillable Acres: 51.07 Number of Lots: 1 Lot Number(s):

Wetland Acres: 0.00

Open House:

From Hwy 33 go N on CTH H to the intersection of Friesland Rd and H

Lot Size:

Lake/River:

Feet WaterFront:

School District: Cambria-Friesland

Click M for Map:

Documents (if any): **Calculate Payment:**

Elementary: Middle:

High:

Cambria-Friesland Cambria-Friesland

Cambria-Friesland

Specific Builder Required: No

Annual HOA Dues:

Zoning:

Legal Description: Lot 1 of CSM 2610

Net Taxes: \$ 793

AG

/ 2018

Parcel #:

Type

11036-535

Rural

Agricultural

Available Info

Certified survey, Aerial photos, Soil survey

Utilities Avail. (To Lot) Electricity, Telephone

Water System Waste Disposal

Present Zoning

Other Other Paved

Road Improvements

Driveway

Purchase Options Sell entirely

Terms Farm Features **AUCTION** Tillable

Lot Description Rural - not in subdivisn, Horses Allowed

Topography

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Sold Price:

Concessions:

Closing Date:

This information provided courtesy of: United Country Hamele Auction & Realty

08/14/2019 11:06 AM

Accuracy of information is not guaranteed and should be verified by buyer if material. Equal Housing Opportunity listing. Copyright 2018 SCWMLS

Travis Hamele United Country Hamele Auction & Realty Pref: 608-697-3349 travis@hameleauctions.com www.hameleauctions.com



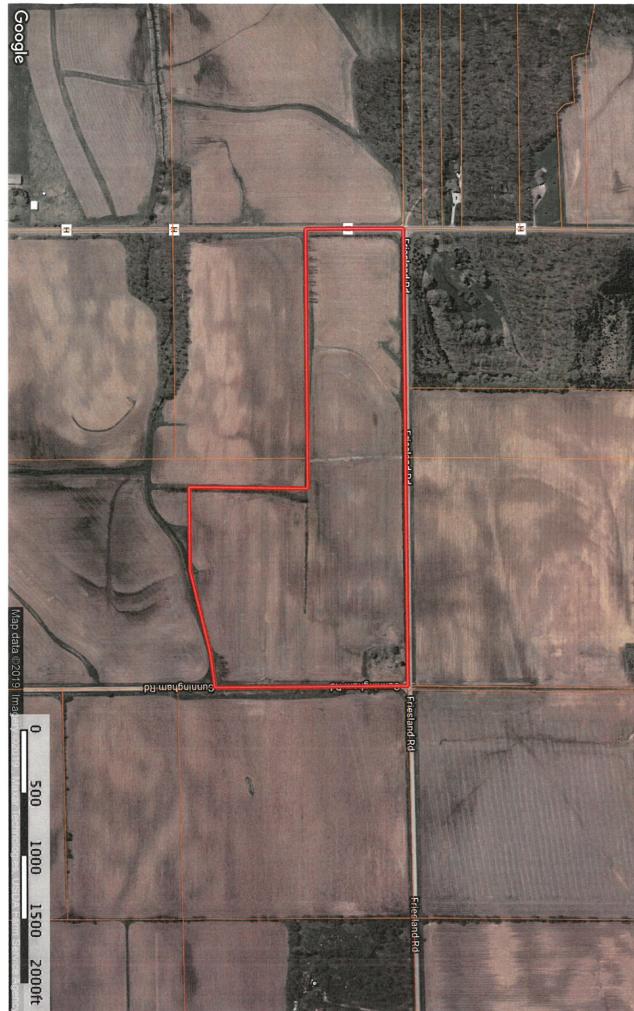
D Boundary

1325 W. WISCONSIN ST.



Jung 51

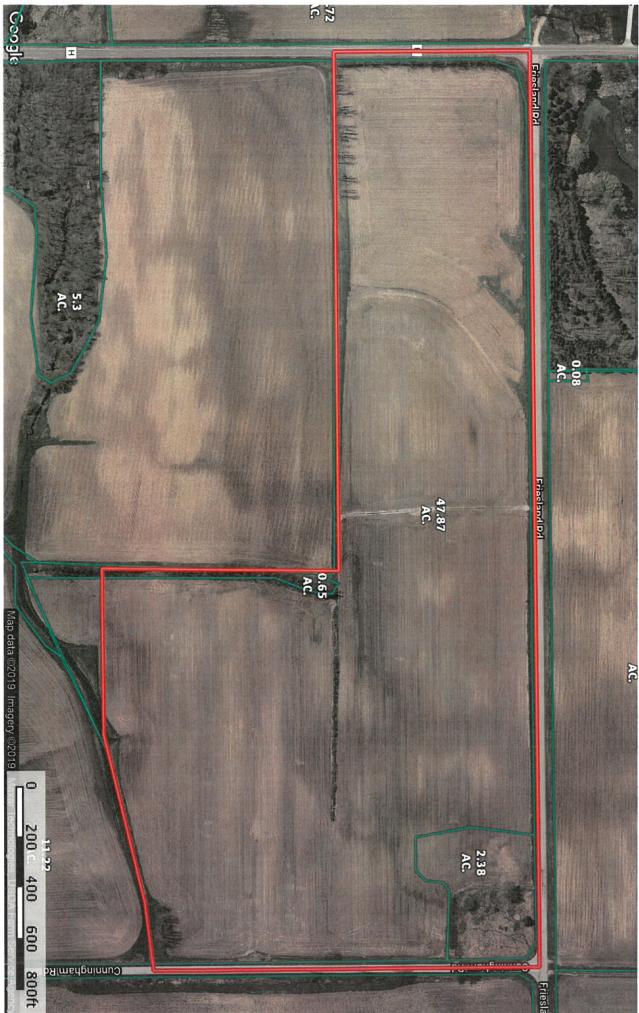
Columbia County, Wisconsin, 51 AC +/-



Columbia County, Wisconsin, 51 AC +/-

Boundary









Stock No. 26273

CERTIFICATE OF COUNTY REGISTER OF DEEDS

Received for record this 14/2 day of NET 19 1/at 8; W. o'clock H M. and re 63 562513 DOCUMENT NO. COLUMBIA COUNTY CERTIFIED SURVEY MAP BEING A PART OF THE NWI/4 OF THE NEI/4 AND THE NEI/4 OF THE NEI/4, SECTION 26, T. 13 N., R. II E., TOWN OF SCOTT, COLUMBIA COUNTY, WISCONSIN. EI/4 COR SEC. 26 N00° 29'00" W 1109. 31 N 00 0 29 '00" W E LINE OF NE 1/4 . NE COR RD. CUNNINGHAM SEC. 26 N00° 29 '00" W 1080. 40'-33.26 BASIS OF BEARINGS : IS THE GR. DRIVE BUILDING SETBACK NORTH LINE OF THE NEI/4, ASSUMED TO BEAR N89°28'54"E LINE OF NE 1/4 LOT 1 2,224,524 SQ. FT. 51.07AC. N 89028 LANDS BY 681. 28 RD. 500° 35'22" W LEGEND 3/4" x 24" IRON ROD SET 0 (WT. = 1.5 LBS. / L.F.) NE 1/4 - NE 1/4 SCALE: |" = 300'-NW 1/4 - NE 1/4 Δ SET P.K. NAIL 2635. • FND. COL. CO. MON. 150 300 600 RECORD INFORMATION (1) R.R. SPIKE FND. 05 SURVEYOR BCONSIN JAMES R. GROTHMAN AND 625 E. SLIFER ST. JAMES R. PORTAGE, WI. 53901 EST PHOTHMAN S-1321 05 820685 FRI OW BNITTING Q. 1749 BY SETBACK -472 NO. NOTE : BUILDING SET BACK LINE FROM C.T.H. "H" IS 42" 62 068 FROM R/W OR \$5' FROM & WHICH EVER IS GREATER S. M. S. (895) FROM FRIESLAND AND CUNNINHAM ROADS THE BUILDING > BUILDING SETBACK IS 30' FROM R/W OR 63' FROM & WHICH EVER IS GREATER. 00 500° 10'159' SEC. 26 532.55 CI/4 COR. SEC. 26 N-S 1/4 LINE -565.54 2638.98 S 00° 10'59"E as prepared by: GROTHMAN & ASSOCIATES, S.C. LAND SURVEYORS Client: / OWNER JUNG SEED CO P.O. BOX 373 335 S. HIGH RANDOLPH, WI. 53956 PAGE ____OF_ PORTAGE, WI 53901 DRAFTED BY: S. BROWN FILE NO. 996 - 477

FORM NO. 985-A



Stock No. 26273

SURVEYOR'S CERTIFICATE

I, JAMES R. GROTHMAN, Registered Land Surveyor, do hereby certify that by the order of Jung Seed Company, Inc. I have surveyed, monumented, mapped and divided a part of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 26, Town 13 North, Range 11 East, Town of Scott, Columbia County, Wisconsin, described as follows:

Beginning at the northeast corner of said Section 26; thence South 89°28'54" West along the north line of the Northeast Quarter, 2,635.78 feet to the north quarter corner of said Section 26; thence South 00°10'59" East along the north - south quarter line of said Section 26, 565.54 feet; thence North 89°29'15" East, 1,493.05 feet; thence South 00°35'22" West, 681.28 feet; thence North 89°28'54" East, 479.90 feet; thence North 76°14'37" East, 493.05 feet; thence North 82°24'59" East, 200.21 feet to a point in the east line of the Northeast Quarter of said Section 26; thence North 00°29'00" West along the east line of the Northeast Quarter, 1,109.31 feet to the point of beginning. Containing 2,224,524 square feet, (51.07 acres), more or less. And being subject to Cunningham Road, Friesland Road, and County Trunk Highway H lying along the easterly, northerly and westerly lines herein described and easements of record if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes and Title 16 - Chapter 2 of the Columbia County Subdivision Ordinances to the best of my knowledge and belief.

JAMES R. GROTHMAN

Registered Land Surveyor, No. 1321

MBIA COUNTY

Dated: October 14,1996

GROTHMA S-1321 PORTAGE WISCONS

CONSIA

TOWN OF SCOTT DONALD JERRED, TREASURER W3973 CROWN RD CAMBRIA, WI 53923

COLUMBIA COUNTY - STATE OF WISCONSIN PROPERTY TAX BILL FOR 2018 REAL ESTATE

RJZ Nursery Inc

Parcel Number: 11036 535 Bill Number: 922595

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description W2911 Friesland Rd Scc. 26, T13N, R11E Lot 1, CSM 2610-17-63

51.070 ACRES

INCLUDE THIS STUB WITH YOUR PAYMENT

922595/11036 535 RJZ NURSERY INC 335 S HIGH STREET RANDOLPH WI 53956

Please inform treasurer of address changes.

INCLUDE THIS STUB WITH YOUR PAYMENT

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSM RATIO		T ASSESSED ALUE RATE	NET PROPERTY TAX 793.82
44,700	1,800	46,500	0.951839355	0.01	898019	
				(Does N	OT reflect credits)	
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	A star in th	113	taxes also reduced ool levy tax credit	
See Reven	rse, Use Value Ass	essment	unpaid pric year taxes.	or 9	99.36	
TAXING JURISDICTION	2017 EST. STATE AIDS ALLOCATED TAX DIST	2018 EST. STATE AIDS ALLOCATED TAX DIST.	2017 NET TAX	2018 NET TAX	% TAX CHANGE	
State of Wisconsin		0	0.00	0.00		
Columbia County	48,80	70	231.29	247.50	7.0%	
Town of Scott	202,78	980 X 20 880	64.10	70.84	10.5%	
Cambria-Friesland School	307.078		457.57	519.80	13.6%	
MATC	53.07		41.70	44.44	6.6%	
TOTAL	611,74		794.66	882.58	11.1%	TOTAL DUE: \$793.82 FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY: JANUARY 31, 2019
FIRST DOLLAR CREDI' LOTTERY AND GAMIN NET PROPERTY TAX			-83.43 0.00 711.23	-88.76 0.00 793.82	6.4% 0.0% 11.6%	Warning: If not paid by due dates, installment option is lost and total tax is definquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.
		DRMATION PURPOSES ONLY dditional Taxes Year Increase	Voter Approved Tem	porary Tax In	rcreases Total Additional	Total Additional Taxes Year Increase
Taxing Jurisdiction		ed to Property Ends	Taxing Jurisdiction		Taxes	Applied to Property Ends
Cambria-Friesland School	109,906	209.12 2021				
PAY 1ST INSTALLMENT OF: \$396.91		PAY 2ND INSTALLMENT OF: \$396.91		396.91	PAY FULL	AMOUNT OF: \$793.82
BY JANUARY 31, 2019	NUARY 31, 2019 BY JU		JULY 31, 2019		BY JANUARY 31, 2019	
AMOUNT ENCLOSED		AMOUNT ENCLOSED			AMOUNT ENCLOSED	
MAKE CHECK PAYABLE AND MAIL TO:		MAKE CHECK PAYABLE AND MAIL TO:		TO:	MAKE CH	HECK PAYABLE AND MAIL TO:
TOWN OF SCOTT DONALD JERRED, TREAS W3973 CROWN RD CAMBRIA, WI 53923 PIN# 11036 535 RJZ NURSERY INC BILL NUMBER: 922595	SURER	COLUMBIA COUNTY TO PO BOX 198 PORTAGE, WI 53901 PIN# 11036 535 RJZ NURSERY INC BILL NUMBER: 922595	TOWN OF SCOTT DONALD JERRED, TREASURER W3973 CROWN RD CAMBRIA, WI 53923 PIN# 11036 535 RJZ NURSERY INC BILL NUMBER: 922595			
110111111111111111111111111111111111111	 		#		119100	

INCLUDE THIS STUB WITH YOUR PAYMENT

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 W2911 Friesland Rd Town of Scott Columbia County WI Lot! CSM 2610-17-63 Parcel #11036-535 51+/- 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 RJZ Nursery Inc_ ("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 \$5000. 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 if approved 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 21st 2019 as 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 by 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 if 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 much 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, contaminates 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.

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

ADDENDA:

Bidder Number:

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

Addenda to Terms & Conditions Relating to Online Auction at W2911 Friesland Rd Town of Scott Columbia County WI. 51+/- acres Ending September 19th 2019 6:00pm

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

<u>Online Bidders:</u> 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.

<u>Terms of Purchase</u>: 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 \$5000 nonrefundable down payment along with a signed non-contingent offer to purchase, Seller's Addendum and all auction term documents. Closing to take place on or before October 21st 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 "AI-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 ENVIRONENTAL LAW.

<u>Property will be offered as follows</u>: Property well 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. \$5000 nonrefundable down payment. 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 21st 2019. Seller will entertain offers prior to auction ending under all auction terms.

<u>Buyer's Premium</u>: 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).

<u>Broker Participation</u>: 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 18th 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 19th 2019.

This addenda is dated:

Bidders Signature(s)

Name Printed

Name Printed_____