29 Acre Manitowoc County Land Auction Online Pigeon Lake Rd

29 AC Pigeon Lake Rd, Valders, WI 54245

Lot Starts Ending 6:00 PM 4/16/20

https://hameleauctions.hibid.com/auctions/current







Details: Online bidding starts ending 4/16/20 at 6:00 PM Central time. This is an online internet only auction. NO SHIPPING!

Presented to you at online only auction in the Town of Liberty Manitowoc County WI is 29+/- acres that would be great for building your dream home, hunting, recreational uses, farming ect. This parcel is located ½ mile from the public boat landing of Pigeon Lake which is an 86 acre lake with max dept of 62' and mean of 20' which holds the fish species Largemouth Bass, Walleye, North Pike, Rock Bass ,Perch, Bluegill and a great little like to take a nice stroll on the boat or kayak. If golfing is your liking, less than a mile from Autumn Ridge 18-hole golf course. There is sewer hookup on Pigeon Lake Rd. and also frontage on Cty Rd F. There is tillable land that could be used to offset some costs or can be used to plant food plots to attract the wildlife. 8 miles to Lake Michigan makes this property well located to get to many of Wisconsin's larger Cities.

Terms: Online Only Auction Starts Ending April 16th 2020. 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 48hrs after auction ending, buyer to close on property on or before May 18th 2020. Property Sold As IS. High Bid Subject to Seller Confirmation on any or all parcels w/in 48hrs of midnight of auction day. Call Land Pro Travis Hamele 608-697-3349

HAMELE AUCTION: 1325 W. Wisconsin St. Portage, WI 53901 608-742-5000 Registered Wisconsin Auctioneers: Travis Hamele #2224 Wisconsin Dells, WI. 608-697-3349. 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





Midwest Lifestyle Properties









008-033-015-001.00

None

Parcel #:

Improvements

1878478 Active Lots & Acreage Price: \$100,000 AU

29 AC Pigeon Lake Rd Town Liberty
Valders WI 54245 County: Manitowoc

Subdivision:

Y01

D

S

Click M for Map:

Documents (if any):

Calculate Payment:

Total Acreage: 29.00 Other Price/Acre: \$3,448.28

Wooded Acres: 6.00 Price/SqFt:
Pasture Acres: 0.00 Number of Lots: 1
Tillable Acres: 21.00 Lot Number(s):

Zoning:

Open House:

2.00

Wetland Acres:

From Manitowoc take Hwy 42 south to west on Cty F to property on right. Frontage on Cty F and on Pigeon Lake Rd

Lot Size: School District: Valders Area

Elementary: Call School District

Lake/River:Middle:Call School DistrictFeet WaterFront:High:Call School District

Specific Builder Required: No Annual HOA Dues:

Legal Description: multi parcel Net Taxes: \$ 130 / 2019

Burkey Orking Call actions

Type Rural Purchase Options Sell entirely
Present Zoning Agricultural Available Info Can be divided

Utilities Avail. (To Lot) Electricity, Telephone Miscellaneous Exp lower level possible

Water System None presently Terms Use-value assessment, AUCTION Waste Disposal None presently Road Paved

Lot Description Rural - not in subdivisn, Adjacent park/public land, Horses Allowed, On ATV/Snowmobile trail Features Wooded, Stream/Spring, Wetland

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Sold Price: Concessions: Closing Date:

This information provided courtesy of: United Country Midwest Lifestyle Properties 03/11/2020 11:41 AM

Accuracy of information is not guaranteed and should be verified by buyer if material. Equal Housing Opportunity listing. Copyright 2020 SCWMLS

Travis Hamele
United Country Midwest Lifestyle Properties
Pref: 608-697-3349
travis@hameleauctions.com
www.hameleauctions.com



Hamele Auction Service LLC 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 29+/- Pigeon Lake Rd Town of Liberty Manitowoc County WI.

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

David Johnson Trust ("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:

DEPOSITS:

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.

Immediately upon conclusion of bidding resulting in a successful sale, the high bidder shall pay to the Auctioneer a deposit of \$5,000. 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 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 May 18th 2020 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 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 Midwest Lifestyle Properties and Hamele Auction Service LLC 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 Midwest Lifestyle Properties and Hamele Auction Service LLC 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 by 5:00pm 4-15-20 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.

ADDENDA:

Bidder Number:

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

Addenda to Terms & Conditions Relating to Online Auction at 29+/- Acres Pigeon Lake Rd Town of Liberty Manitowoc County WI Ending April 16th 2020 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 High Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms and conditions with offer to purchase within 48 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 \$5,000 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 May 18th 2020 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 ENVIROMENTAL 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. \$10,000 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 May 18th 2020.

<u>Buyer's Premium</u>: A 10% Buyer's Premium for online 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 (Online 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

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 April 16th 2020.

This addenda is dated:________

Bidders Signature(s)

than 5:00pm April 15th 2020. Brokers purchasing for themselves or entity in which they are an

This addenda is dated:		
Bidders Signature(s)		
	Name Printed	
	Name Printed	

















D Boundary









| Boundary 30.3 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
KnE	Kewaunee loam, 20 to 30 percent slopes	0.0	0.06	6e
KnB	Kewaunee loam, 2 to 6 percent slopes	4.8	15.7	2e
Hu	Houghton muck, 0 to 2 percent slopes	0.4	1.22	3w
Pa	Palms muck, 0 to 2 percent slopes	4.1	13.35	3w
Ро	Poygan silty clay loam, 0 to 2 percent slopes, occasionally ponded, drained	6.2	20.45	2w
MsA	Mosel loam, moraine, 0 to 3 percent slopes	2.1	6.87	2w
MbA	Manawa silt loam, 0 to 3 percent slopes	7.2	23.58	2w
KnD2	Kewaunee loam, 12 to 20 percent slopes, eroded	3.9	12.69	4e
KnC2	Kewaunee loam, 6 to 12 percent slopes, eroded	1.0	3.2	3е
КрВ	Kewaunee-Boyer-Nichols complex, 2 to 6 percent slopes	0.5	1.52	2e
ShA	Shiocton very fine sandy loam, 0 to 3 percent slopes	0.4	1.36	2w
TOTALS		30.3	100%	2.43

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability									
	1	2	3	4	5	6	7	8	
'Wild Life'	•	•	•	•	•	•	•	•	
Forestry	•	•	•	•	•	•	•		
Limited	•	•	•	•	•	•	•		
Moderate	•	•	•	•	•	•			
Intense	•	•	•	•	•				
Limited	•	•	•	•					
Moderate	•	•				1			
Intense	•	•							
Very Intense	•								

Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water

Manitowoc County Tax Record

Tax Detail For Parcel Number: 008-033-015-004.00

9717 PIGEON LAKE F	RUST	Note: Fair Market Value	is not shown f ate law. 2018 4.73 \$800.00 \$0.00 \$800.00	2019 1.72 \$300 \$0.0	9 0.00 0
FARGO ND 58104-00	00	Fair Market Value Fair Market Ratio	\$0.00 0.9762		
	ual legal SE1/4 EX LOT 1	Original Tax Lottery Credit Net Tax Special Assessments Total Amount Due Installment 1 Installment 2 Total Payments Balance Due *Green = postponed * Please refer to Taxes Due	0.59	\$5.6 \$0.0 \$5.6 \$0.0 \$5.6 \$0.0 \$0.0 \$5.6 ent (subject	6 0 6 0 6 6 6 6 0 0 0 0 6 6 6 10 10 10 10 10 10 10 10 10 10 10 10 10
VALDERS SCHOOL I		ocational School District	LTC		
Bill Number 00801321 Payment Date 12/31/2018	Total Taxes \$5.66 \$5.66 Tax Paymen		\$0.0 \$0.0	00 00 erest	Total Due \$5.66 \$5.66 Receipt Number 619
	TOWN OF LIBERTY DAVID T JOHNSON T 9717 PIGEON LAKE F 2660 GOLDEN VALLE FARGO ND 58104-00 d) source document for actor F N 888.18' OF SW1/4 T18N R22E 33 , 18 , 22 1.72 2401 663 VALDERS SCHOOL I Bill Number 00801321 Payment Date	008-033-015-004.00 TOWN OF LIBERTY DAVID T JOHNSON TRUST 9717 PIGEON LAKE RD 2660 GOLDEN VALLEY PKWY FARGO ND 58104-0000 d) source document for actual legal F N 888.18' OF SW1/4 SE1/4 EX LOT 1 3 T18N R22E 33 , 18 , 22 1.72 2401 663 Tax District Info VALDERS SCHOOL DISTRICT Volume Bill Number 00801321 F N 888.18' OF SW1/4 SE1/4 EX LOT 1 5 T18N R22E 1 Tax District Info Taxes Due Total Taxes 55.66 \$5.66 Tax Payment Payment A	TOWN OF LIBERTY DAVID T JOHNSON TRUST Assessed Acres 9717 PIGEON LAKE RD 2660 GOLDEN VALLEY PKWY FARGO ND 58104-0000 FARGO ND 58104-0000 FOR SOURCE document for actual legal Source document for actual legal FOR SW1/4 SE1/4 EX LOT 1 FOR SW1/4 SE1/4 FOR SW1/4 SE1/4 EX LOT 1 FOR SW1/4 SE1/4 EX LO	Note: Fair Market Value is not shown for Value Assessment per State law.	Note: Fair Market Value is not shown for Agricultur Value Assessment per State law.

Manitowoc County Tax Record

Tax Detail For Parcel Number: 008-033-015-001.00

Parcel Number Municipality Owner(s) Name	008-033-015-001.00 TOWN OF LIBERTY DAVID T JOHNSON	FRUST	Assessment Information Note: Fair Market Value Value Assessment per St Assessed Acres Land value		cultural Land because of Use 2019 26.95 \$6,900.00
Mailing Address City, State, Zip	2260 GOLDEN VALLI FARGO ND 58104-00		Improvement Value Total Value Fair Market Value Fair Market Ratio	\$0.00 \$7,200.00 \$0.00 0.9762	\$0.00 \$6,900.00 \$0.00 0.9093
Property Description (As of last tax bill issued Please refer to original	d) source document for act	ual legal	<u>Tax Information</u>	2018	2019
description Legal Description 1912-433 2401-663 SW	1/4 SE1/4 EX LOT 1 CSM V2 EX LOT 1 CSM V33 P309 S	23 P107 ALSO EX W	Original Tax Lottery Credit Net Tax Special Assessments Total Amount Due	\$124.48 \$0.00 \$124.48 \$0.00 \$124.48	\$123.57 \$0.00 \$123.57 \$0.00 \$123.57
Section, Town, Range Total Acres Volume Page Document Number	33 , 18 , 22 26.95 2401 663		Installment 1 Installment 2 Total Payments Balance Due *Green = postponed * Please refer to Taxes Du		
		Tax District Info			ounts
School District	VALDERS SCHOOL	DISTRICT Vo Taxes Due	ocational School District	LTC	
Tax Year 2019 Totals	Bill Number 00801318	Total Taxes \$123.57 \$123.57	\$0.00 \$0.00	Special Cha \$0.00 \$0.00	**Total Due \$123.57
Tax Year 2018	Payment Date 12/31/2018	Tax Paymen Payment A \$124.48	mount	Interest \$0.00	Receipt Number 620