Pierce County Farmette Online Only Auction May 12th 6PM

N4222 750th Street Ellsworth, WI 54011 40 Acres with 3 Bedroom Home



hameleauctions.com 608.697.0160





Midwest Lifestyle Properties







Pierce County ONLINE Auction starts ending May 12th 6pm. A 10% Buyer's Premium will be added to final bid to determine total contract price. Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms & conditions at time of registration & high bidders will sign an offer to purchase. A \$5000 nonrefundable down payment required. High Bid Subject to Seller confirmation within 48 hrs.
 Property is sold as is w/ no warranties. Closing to be on or before July 1 2022. LIST PRICE IS ONLY A SUGGESTED OPENING BID AND IS NOT REPRESENTATIVE OF THE FINAL CONTRACTUAL PRICE.

Auction previews 1st of May from 11AM-1PM, May 7th from 11-1PM.







HAMELE AUCTION SERVICES

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The property with all the possibilities? Here it is. This ONLINE ONLY Viola Janisch Estate features a home and 3 + outbuildings, on a 40-acre lot with some timber present on the ridge to the east. The auction starts ending at 6PM on May 12, 2022 at www.hameleauctions.com . This property has been part of a family farm for many years but now is time to be part of someone else's legacy. The home. With 1472 Sq feet. 3 bedrooms, with 1 full bath and a large living room/family room areas ready for your creative eye. There is a beautiful view of the wooded ridge to the east and a perfect view of the sunset to the west! Family compound? VRBO? Your own personal hobby farm?

There will be 2 "Auction Previews" on the 1st of May from 11AM-1PM, May 7th from 11-1PM Call Jason Syens with Questions 608.697.0160

Terms: Pierce County ONLINE Auction starts ending May 12th 6pm. A 10% Buyer's Premium will be added to final bid to determine total contract price. Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms & conditions at time of registration & high bidders will sign an offer to purchase. A \$5000 nonrefundable down payment required. High Bid Subject to Seller confirmation within 48 hrs. Property is sold as is w/ no warranties. Closing to be on or before July 1 2022. LIST PRICE IS ONLY A SUGGESTED OPENING BID AND IS NOT REPRESENTATIVE OF THE FINAL CONTRACTUAL PRICE.

HAMELE AUCTION: 1325 W. Wisconsin St. Portage, WI 53901 608-742-5000. Wisconsin Realtor: Jason Syens 608.697.0160. Registered Wisconsin Auctioneer: 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









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			No.	N4222 75	0th St	Том	vn Tr	imbelle
and the first of				Ellsworth	WI 54011	Cou	i nty: Pi	erce
						Sub	division:	
			and the second second	Bedroom	e. 3	Est Abo	ve Grade S	
				Full Bath			t/All Below	•
and the second s			All and all	Half Bath	s: ⁰		al Finished	•
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1010000				Est. Acres				Click M for Map:
1810000	Carlos -				<u>Open Ho</u> 5/1/2022	ouse Info 11:00-1	1.00	Documents (if any): Calculate Payment:
ar in the Shidness			State Line		0, 1, 2022	11.00		USPS Zip Report:
That The Average Street					5/7/2022	11:00- 1	L:00	Show Date:
From HWY 63 ta	ake 410th Ave	e east to 750th Stree	et north					
							Baths	School Info
Living/Great: Formal Dining		PrimaryBdrm: 2nd Bedroom:	U 20X10 U 12X8	Laundry:		Unnow	Full Half	· /
Dining Area:	IM 12813	3rd Bedroom:	M 9X9			Upper: Main:	0 0 1 0	(E) Call School District (M)Call School District
Kitchen:	M 12X12		11 575			Lower:		(H) Call School District
Family Room:		5th Bedroom:						
Lake/River:				Net Taxes:		2021	HOA Due	s/Yr:
Feet WaterFro	-			Parcel #:	032-0133-0500		Builder:	
Lot Dimension Type	1 1/2 story			Zoning:	AG/RR Fuel	Liquid propa	222	
Architecture	National Folk	/Farm			Heating/Cooling		ane	
Primary Bed Bath					Water/Waste		pal/Prvt dispo	s
Basement Garage	Partial None				Driveway Terms/Misc.	Unpaved AUCTION		
Exterior	Vinyl				Terms/wise.	AUCTION		
Lot Description	Wooded, Rur	al-not in subdivision						
Excluded:		IN The end of the AUC	-	AM-1PM, May	7th from 11-1PM	. Pierce Cou	INTY ONLINE	Auction starts ending Ma
12th 6pm. A 10% Seller's Addendum payment required 2022. Preview Dat	Buyer's Pren n, auction ter . High Bid Su tes are Auct	nium will be added t ms & conditions at t bject to Seller confir	o final bid to ime of registi mation withii 1ay from 11A	determine tota ration & high b n 48 hrs. Prope M-1PM, May 7	al contract price. I idders will sign an erty is sold as is w	Bidders will n offer to pu v/ no warrar	be required urchase. A \$ nties. Closing	to sign Terms & Conditio 5000 nonrefundable dowr 9 to be on or before July 3 5UGGESTED OPENING BI
	Sc	old Price:	Seller	Concessions:	Closi	ng Date:		
	Th	is information provid	led courtesy o	of: United C	ountry Midwest Life	estyle Propert	ties	04/11/2022 10:00 AI
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REALT	OR							st Lifestyle perties

Wisconsin, AC +/-







n4222 Wisconsin, AC +/-







|D Boundary 39.41 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
880B	Nickin loam, 1 to 6 percent slopes	18.14	46.03	0	65	2e
882B	Nickin fine sandy loam, 1 to 6 percent slopes	8.41	21.34	0	63	2s
220C2	Elevasil fine sandy loam, till plain, 6 to 12 percent slopes, moderately eroded	7.84	19.89	0	50	3e
1105F	Dorerton, very stony-Boone-Whalan complex, 20 to 60 percent slopes	4.84	12.28	0	11	7e
823B2	Whalan silt loam, 2 to 6 percent slopes, moderately eroded	0.18	0.46	0	47	2e
TOTALS		39.41(*)	100%	-	54.88	2.81

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

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									
Intense									
Very Intense									

Grazing Cultivation

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

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 N4222 750th Street in the Town of Trimbelle, Pierce County including Tax Parcel # 032-1133- 0500

. 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:

Hamele Auction Service LLC ("Auctioneer") has been appointed by

Alan Van Mater et al ("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 \$<u>5000</u>. This deposit will be required in the form of a cashier's check or certified check made out to Hamele Realty Trust. A personal or company check will only be accepted if approved by auction company.

REAL ESTATE CLOSING:

Buyers must close all sale of real property on or before July 1, 2022 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. All items on premise included with sale unless noted on the "Excluded List". 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 Country Midwest Lifestyle Properties and Hamele Auction Service 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 Country Midwest Lifestyle Properties and Hamele Auction Service 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 $\underline{3}$ % 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 $\underline{0}$ % 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.

ADDENDA:

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

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 an Online Auction for property located at N4222 750th Street in the Town of Trimbelle, Pierce County including Tax Parcel # 032-1133- 0500

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

<u>Bidders:</u> A 10% Buyer's Premium will be added to final bid on each property to determine total contract price. All Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms and conditions with offer to purchase after auction has ended.

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 \$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 July 1, 2022 at Fidelity National Title.

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.

Property will be offered as follows: 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. \$5,000 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 July 1, 2022.

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 May 10th 2022. Brokers purchasing for themselves or entity in which they are an owner/member will not receive the Broker Participation Fee. No Exceptions.

<u>All announcements</u>: made by the Auctioneer(s) before or during the Auction term will take precedence over all previously printed materials, electronic materials and any oral statements relating to the auction dated May 12, 2022.

This addendum is dated: ______

Bidders Signature(s)

_____ Name Printed______

_Name Printed______

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

REAL ESTATE CONDITION REPORT

OF

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT NY772 750451.

		IN THE JOWS	
(CITY) (VILLAGE) (TOWN) OF	Trimbelle		, COUNTY
Pier	rie	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 ______ (MONTH) _____ (DAY), _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. 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 significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. 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.

A6. 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 the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHA	NICAL
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- YES B1. Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves. B2. Are you aware of defects in the electrical system? Electrical defects may include items such as electrical wiring not in compliance with
- applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wirina.
- **B3**. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)? Other plumbing system defects may include items such as leaks or defects in pipes.

toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.

B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?

Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.

- B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property? Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.
- B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws? NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).
- B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulaes)?

Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.

- **B8**. Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation.
- **B9**. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?

Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.

- B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property?
- B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?
- B12. Explanation of "yes" responses The COOF for the house is mission

C. ENVIRONMENTAL

- C1. Are you aware of the presence of unsafe levels of mold?
- C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

YES

N/A

NO

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N/A

C3.	Are you aware of the presence of asbestos or asbestoscontaining materials on th
	property?

- C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?
- C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?
- C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?
- C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?
- C8. Explanation of "yes" responses _____

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?

Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety.

- D2. Are you aware of a joint well serving the property?
- D3. Are you aware of a defect related to a joint well serving the property?
- D4. Are you aware that a septic system or other private sanitary disposal system serves the property?
- D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?

Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.

- D6. Are you 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.)
- D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.
- D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)
- D9. Are you aware of defects in an "LP" tank on the property? D10. Explanation of "yes" responses _______ Own the LP En

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\checkmark	

NO

YES

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E. TAXES. SPECIAL ASSESSME	INTS.	PERMITS,	ETC.
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- E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?
- E2. Are you aware that remodeling was done that may increase the property's assessed value?
- E3. Are you aware of pending special assessments?
- E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?
- E5. Are you aware of any proposed construction of a public project that may affect the use of the property?
- E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?
- E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?
- E8. Explanation of "yes" responses _____

F1.

F2.

F3. F4.

F5.

F6.

F7.

F. LAND USE	Y
Are you aware of the property being part of or subject to a subdivision homeowners' association?	Ī
If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	
Are you aware of any zoning code violations with respect to the property?	
Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	
Are you aware of nonconforming uses of the property?	
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	
Are you aware of conservation easements on the property?	
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	
Are you aware of restrictive covenants or deed restrictions on the property?	

- F8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?
- F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources 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?
- F10. 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 non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <u>https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</u> or (608) 266-2486.

a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?

b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))

c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))

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YES		
	D	

ΈS

Explanation of "yes" responses		
G. ADDITIONAL INFORMATION	YES	NO⁄ N/A
Have you filed any insurance claims relating to damage to this property or premises within the last five years?		
Are you aware of a structure on the property that is designated as a historic building or		
Are you aware of any agreements that bind subsequent owners of the property, such as		
Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or		
The owner has owned the property for $\frac{52}{57}$ years.		
xplanation of "yes" responses		
	Have you filed any insurance claims relating to damage to this property or premises within the last five years? Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems;	YESHave you filed any insurance claims relating to damage to this property or premiseswithin the last five years?Are you aware of a structure on the property that is designated as a historic building orthat all or any part of the property is in a historic district?Are you aware of any agreements that bind subsequent owners of the property, such asa lease agreement or an extension of credit from an electric cooperative?Are you aware of other defects affecting the property?Other defects might include items such as drainage easement or grading problems;excessive sliding, settling, earth movements, or upheavals; or any other defect ormaterial condition.The owner has lived in the property for 52 years.

Are you aware there is not legal access to the property? F15.

F11.

F12.

agreement?

- Are you aware of federal, state, or local regulations requiring repairs, alterations, or F16. corrections of an existing condition? This may include items such as orders to correct
- building code violations. Are you aware of a pier attached to the property that is not in compliance with state or F17.
- local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. Are you aware of one or more burial sites on the property? (For information regarding the F18.

Are you aware of boundary or lot line disputes, encroachments, or encumbrances F14. (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances

use of the property such as a joint driveway, liens, and licenses.

Resources to find out if dam transfer requirements or agency orders apply.)

Managed Forest Law, the Conservation Reserve Program, or a comparable program? Are you aware of a dam that is totally or partially located on the property or that an F13. 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

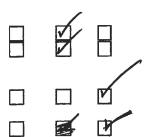
include, without limitation, a right or claim of another to a portion of the property or to the

Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. /Programs, Sentices/FarmlandPreservation aspx for more

information.	
Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law,	

	/		
	1		





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Is all or part of the property subject to or in violation of a farmland preservation

Page	5 of 6
NO/	N/A

V

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <u>http://www.doc.wi.gov</u> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

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	Date
Owner	Date

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person Renser Brus - Trustee		11 2 2 4
Person Rense Jone - Mustee	Items	Date 4-7-22
Person	Items	Date
Person	Items	Date

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer	Date
Prospective buyer	Date

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

TOWN TRIMBELLE TREASURER KAREN O'BRIEN W8711 570TR AVE ELLSWORTH W1 54021

Piease inform the lreasurer of any address change

VIOLA JANISCH TRUST C/O DENISE JONES - FOA W10576 AIRPORT RD LOD1 WI 33555

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4/8/22, 2:43 PM

Welcome AssessorData







Property address: N4222 750th St Town of Trimbelle, WI

Abbreviated legal description:

Acres (county records): 0

Building 1 description: 1.5 story metal old style

Size: 1.472 sq feet

Year built: 1920

Additional structures: 7

Date of last building permit: not available

Last sale date: 9/19/2019

Total assessed value of land: \$61,700

Total assessed value of buildings: \$129,800

Assessment year: 2021

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Jason Syens 608.697.0160























