



**Parcels: L-39-3, L-39-4 & L-39-5  
Mid Valley Dr DePere, WI 54115**



**Opening Bid: \$254,900**

**List Price: \$475,000**

**Buyer's Fee: 2% or \$2,000, whichever is greater**

**Online Event: April 27th, 2016**

**GPS Coordinates: 44.384360, -88.165538**

**Directions: US-41 S from Green Bay, exit 157 for Brown S/Freedom. Turn right onto Freedom Rd, first left onto Mid Valley Dr. Destination on right.**

**Auctioneer Firm: Micoley.com LLC #432-53. Auctioneer: Wade Micoley #2647-052.  
Broker Firm: WM Enterprises Inc #835181-91. Broker: Wade Micoley #43427-90.**

**For Details Contact:  
866-344-2108  
Micoley.com**



MICOLEY.COM  
REAL ESTATE REINVENTED™

## INTRODUCTION, DISCLAIMERS & AGENCY DISCLOSURE

This auction is being run and operated by Micoley.com, LLC (“Micoley”), which is an Auction Company. By participating in this auction, you are electing to be bidding on and possibly purchasing a property via an Auction Company and as sold to you via an Auctioneer. If you want to be utilizing the professional services of a Real Estate Broker, you should contact a Real Estate Broker licensed in the state in which the Property is located. The rules, services and obligations between auctioneers and realtors are very different. If you are unsure of which professional you wish to utilize, we strongly suggest you consult an attorney.

Micoley, the Auctioneer, and all other licensees employed by or associated with Micoley or the Auctioneer, **represent the Seller** in the sale of this property.

Each property has a Bidder’s Information Packet, or Property Information Packet, (“Packet”) which you must download before you will be permitted to bid on the property. This Packet is solely intended to provide interested parties with preliminary information only. It is not a solicitation of offers, and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between said party and Micoley. The information included herein is believed to be correct, but it is not guaranteed. No investigation or review by Micoley has been made as to its accuracy; some information furnished is from outside sources deemed to be reliable, but it is not certified as accurate by the Seller, Micoley, or any of their affiliates. All information contained herein is subject to corrections, errors and omissions. All offers/bids must be based on the buyer’s own investigation of any property offered herein and not on any representation made by the Seller, Micoley, or other party. Neither Seller nor Micoley make any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an “AS-IS, WHERE-IS, WITH ALL FAULTS” condition except as specifically stated in a Purchase Contract. **ALL OFFERS/BIDS ARE SUBJECT TO SELLER’S APPROVAL.**

All prospective purchasers are specifically advised to refrain from reliance on the information provided herein as a basis for making an offer/bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of the property which they contemplate purchasing. Persons desiring to inspect or examine the property should be aware of any on-site inspection dates and times or may contact a Micoley representative at (888) 662-1020 for any information. **Do not contact the Seller directly.**

The recipient of this Packet and their agents acknowledge and agree that the examination of the information included in this Packet is being conducted solely for the purpose of evaluating in good faith their interest in submitting a bona fide offer/bid for the purchase of the property. The recipient further agrees that all information about the property which is not public record and was obtained through Micoley, the managing agent, or the Seller for purposes of evaluating its interest in the purchase of the property, will be held confidential and will not be disclosed to any other party except those assisting or working with or for the recipient in connection with evaluating the property.

## TERMS OF SALE

***Properties may sell prior to Auction, or prior to the end of the Sales Event, so contact a Micoley Representative TODAY at (888) 662-1020.***

**AUCTION FORMATS:** Micoley offers multiple Auction Formats, which are described below. Please see the Property details on [www.micoley.com](http://www.micoley.com) or contact a Micoley representative at 888-662-1020 for the Auction Format of each property.

- **LIVE AUCTION WITH RESERVE:** This is an “Open Outcry” WITH Minimum Bid/Reserve Auction offering. The Bidder may bid in one of three ways: 1.) Live, in person at the auction; 2.) Via the telephone with a Micoley representative; or 3.) Via online bidding at [www.micoley.com](http://www.micoley.com). Regardless of which method the Bidder chooses to use, the Bidder must be registered prior to the beginning of the auction. For further details on bidding options, or on how to register as a Bidder, please contact Micoley at (888) 662-1020.
- **LIVE ABSOLUTE AUCTION:** This is an “Open Outcry” WITHOUT Minimum Bid/Reserve Auction offering. The Property will be sold to the Highest Bidder at the Auction, **IF AND ONLY IF there are two or more active bidders at the Auction**. The Bidder may bid in one of three ways: 1.) Live, in person at the auction; 2.) Via the telephone with a Micoley representative; or 3.) Via online bidding at [www.micoley.com](http://www.micoley.com). Regardless of which method the Bidder chooses to use, the Bidder must be registered prior to the beginning of the auction. For further details on bidding options, or on how to register as a Bidder, please contact Micoley at (888) 662-1020.
- **ONLINE AUCTION WITH RESERVE:** This is an Online WITH Minimum Bid/Reserve Auction offering. The Bidder may bid in one of two ways: 1.) Via online bidding at [www.micoley.com](http://www.micoley.com); or 2.) Via the telephone with a Micoley representative. Regardless of which method the Bidder chooses to use, the Bidder must be registered prior to the beginning of the auction. For further details on bidding options, or on how to register as a Bidder, please contact Micoley at (888) 662-1020.
- **ONLINE ABSOLUTE AUCTION:** This is an Online WITHOUT Minimum Bid/Reserve Auction offering. The Property will be sold to the Highest Bidder at the Auction, **IF AND ONLY IF there are two or more active bidders at the Auction**. The Bidder may bid in one of two ways: 1.) Via online bidding at [www.micoley.com](http://www.micoley.com); or 2.) Via the telephone with a Micoley representative. Regardless of which method the Bidder chooses to use, the Bidder must be registered prior to the beginning of the auction. For further details on bidding options, or on how to register as a Bidder, please contact Micoley at (888) 662-1020.
- **THE REAL ESTATE SALES EVENT:** This is not an auction. This is a “Sales Event” in which the Seller will consider offers for a limited time only. The Bidder may make offers/bids in one of three ways: 1.) Online at [www.micoley.com](http://www.micoley.com); 2.) Via the telephone with a Micoley representative; or 3.) By submitting a Purchase Contract. Regardless of which method the Bidder chooses to use, the Bidder must be registered prior to making an offer/bid. For further details on bidding options, or on how to register as a Bidder, please contact Micoley at (888) 662-1020.

**DOCUMENTS AVAILABLE:** A *Bidder's Information Packet*, or *Property Information Packet*, (“Packet”) has been assembled and includes various due diligence materials which may include, but is not limited to, the property legal description, the approved Auction Addendum to Offer, preliminary title commitment, the previous year tax statement, detailed property description & list of inclusions, property zoning info, various disclosures, etc. This Packet is available for all prospective Bidders by request via telephone or can be downloaded online at [www.micoley.com](http://www.micoley.com). The receipt and review of the Packet is required prior to bidding. Seller and Micoley shall not be liable for any inaccuracy contained in any reports furnished to Bidders originating from third party experts. In addition, all information contained in any brochure and all other auction-related materials, such as the Packet, is subject to, and shall be superseded by, a Purchase Contract executed by the successful Winning Bidder immediately following the conclusion of the Auction.

**AGENCY DISCLOSURE:** Buyer acknowledges that Micoley, and all licensees employed by or associated with Micoley, **represent the Seller** in the sale of this property.

**PROPERTY DISCLOSURES / INSPECTIONS:** Upon registering to be a prospective Bidder, the Bidder acknowledges the subject property is being sold on an "AS-IS, WHERE-IS" basis, and that the Seller and Micoley make no representations or warranties as to the property condition except as described in a Purchase Contract. Prospective Bidder's personal inspection, and inspection by qualified experts prior to the auction or end of the Sales Event, is encouraged. Prospective Bidders and parties inspecting property on behalf of the prospective Bidder assume all risk associated with any inspection of the property.

**PURCHASE CONTRACT:** A Purchase Contract is any real estate Offer to Purchase or Purchase & Sale Agreement or Contract to Purchase drafted by a licensed Broker or Auctioneer or Attorney in the state in which the Property is located.

**AUCTION PROCEDURE - REQUIREMENTS FOR PLACING OFFERS/BIDS:** Upon registering as a prospective Bidder, the prospective Bidder acknowledges that if he/she is the successful Winning Bidder, they agree to the terms and conditions listed in the approved Auction Addendum to Offer included in the Packet, as well as the Purchase Contract.

**SALES EVENT PROCEDURE - REQUIREMENTS FOR PLACING OFFERS/BIDS:** Upon registering as a prospective Bidder, the prospective Bidder acknowledges that if he/she is the successful Winning Bidder, they agree to the terms and conditions listed in the approved Sales Event Addendum to Offer included in the Packet, as well as the Purchase Contract.

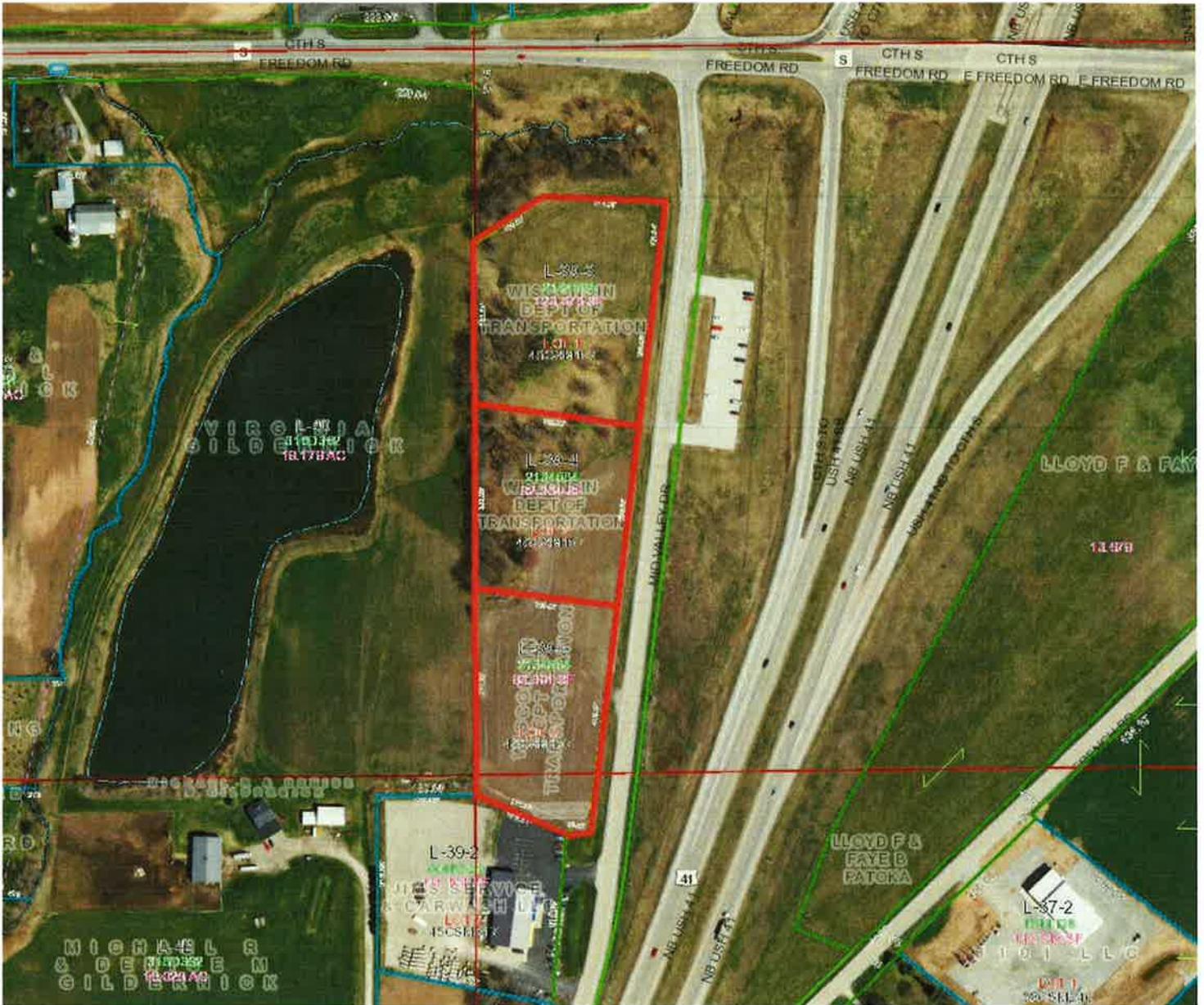
**EARNEST MONEY REQUIREMENT:** Total earnest money to be 5% of the negotiated purchase price/successful high bid or \$500, whichever is greater, unless otherwise agreed to in writing by Winning Bidder and Seller. Upon registering as a Bidder, the Bidder acknowledges the earnest money submitted may be NON-REFUNDABLE if Bidder defaults on the purchase of the property, per the terms of the Purchase Contract.

**CLOSING DATE:** Winning Bidder and Seller agree that the closing date for the subject property will be within 30 days of the Auction date, unless otherwise agreed to in writing by Winning Bidder and Seller.

**BUYER'S FEE:**

- **Auction Property:** Winning Bidder agrees to pay a "Buyer's Fee", which shall be added to the negotiated purchase price/successful high bid and will be inserted in the Purchase Contract as part of the Total Purchase Price. See the Property details on [www.micoley.com](http://www.micoley.com) or contact a Micoley representative at 888-662-1020 for the amount of the Buyer's Fee.
- **Sales Event Property:** No Buyer's Fee will be charged.

**REALTOR®/BROKER PARTICIPATION:** A standard co-broke commission in the amount of 1.75% of the negotiated purchase price/successful high bid can be earned by the Real Estate Broker acting as a Buyer's Broker, whose Buyer closes on the property as agreed upon in the executed Purchase Contract. To earn the co-Broke commission, the Broker must submit a Broker Participation Form. The Broker shall be deemed to have earned the commission only if all conditions listed on the Broker Participation Form are met.



**Property Tax Record**  
**TOWN OF LAWRENCE**  
**Brown County, Wisconsin**  
**Parcel Number: L-39-3**

Information is as current as the postings of Saturday, November 7, 2015 at 1:15:11 AM. Note: Documents received prior to this date may be on hold or pending entry into the land records system.

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<p><b>Property Information</b></p> <p>Parcel Number L-39-3</p> <p>Owner Name WISCONSIN DEPT OF TRANSPORTATION</p> <p>Property Address MID VALLEY DR</p> <p>Municipality L - TOWN OF LAWRENCE</p> <p>School District 6328 - WEST DEPERE SCH</p> <p>Sanitary District None</p> <p>Special District(s) None</p>	<p><b>Current Unofficial Valuation</b></p> <table border="1"> <thead> <tr> <th>Class</th> <th>Acres</th> <th>Land</th> <th>Improvements</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>E2 - EXEMPT - STATE</td> <td>2.840</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>All Classes</td> <td>2.840</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table> <p>Legal Acres 2.840</p> <p><b>Values are not official until new tax bills are issued in December.</b></p> <p><b>Note:</b> For a specific tax year valuation, select tax year from tax records available below.</p> <p><b>Note:</b> Legal Acres, as listed in the Property's Legal Description, may differ slightly from the Total Acres, or the sum of the acreage for all land classifications.</p>	Class	Acres	Land	Improvements	Total	E2 - EXEMPT - STATE	2.840	0.00	0.00	0.00	All Classes	2.840	0.00	0.00	0.00
Class	Acres	Land	Improvements	Total												
E2 - EXEMPT - STATE	2.840	0.00	0.00	0.00												
All Classes	2.840	0.00	0.00	0.00												

<p><b>Mailing Address Information</b></p> <p>WISC DEPT OF TRANS</p> <p>ATTN: REAL ESTATE</p> <p>944 VANDERPERREN WAY</p> <p>GREEN BAY WI 54304-5344</p>	<p><b>Reference Document</b></p> <p>Document #: 2134584</p>	<p><b>Available Maps</b></p> <p><a href="#">View GIS Map</a></p> <p><a href="#">Other Maps</a></p>
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<p><b>Tax Records Available</b></p> <p>Tax Year</p> <p>No tax data available</p>	<p><b>Tax Legal Description</b></p> <p>123,878 SQ FT</p> <p>LOT 1 OF 48 CSM 157 BNG PRT OF NE1/4 NW1/4 SEC 22 T22N R19E</p> <p><b>Note:</b> May not be a full legal description</p> <p><a href="#">View Comments/History</a></p>
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**Property Tax Record**  
**TOWN OF LAWRENCE**  
**Brown County, Wisconsin**  
**Parcel Number: L-39-4**

Information is as current as the postings of Saturday, November 7, 2015 at 1:15:11 AM. Note: Documents received prior to this date may be on hold or pending entry into the land records system.

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<p><b>Property Information</b></p> <p>Parcel Number L-39-4</p> <p>Owner Name WISCONSIN DEPT OF TRANSPORTATION</p> <p>Property Address MID VALLEY DR</p> <p>Municipality L - TOWN OF LAWRENCE</p> <p>School District 6328 - WEST DEPERE SCH</p> <p>Sanitary District None</p> <p>Special District(s) None</p>	<p><b>Current Unofficial Valuation</b></p> <table border="1"> <thead> <tr> <th>Class</th> <th>Acres</th> <th>Land</th> <th>Improvements</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>E2 - EXEMPT - STATE</td> <td>2.120</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>All Classes</td> <td>2.120</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table> <p>Legal Acres 2.120</p> <p><b>Values are not official until new tax bills are issued in December.</b></p> <p><b>Note:</b> For a specific tax year valuation, select tax year from tax records available below.</p> <p><b>Note:</b> Legal Acres, as listed in the Property's Legal Description, may differ slightly from the Total Acres, or the sum of the acreage for all land classifications.</p>	Class	Acres	Land	Improvements	Total	E2 - EXEMPT - STATE	2.120	0.00	0.00	0.00	All Classes	2.120	0.00	0.00	0.00
Class	Acres	Land	Improvements	Total												
E2 - EXEMPT - STATE	2.120	0.00	0.00	0.00												
All Classes	2.120	0.00	0.00	0.00												

<p><b>Mailing Address Information</b></p> <p>WISC DEPT OF TRANS</p> <p>ATTN: REAL ESTATE</p> <p>944 VANDERPERREN WAY</p> <p>GREEN BAY WI 54304-5344</p>
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<p><b>Reference Document</b></p> <p>Document #: 2134584</p>
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<p><b>Available Maps</b></p> <p><a href="#">View GIS Map</a></p> <p><a href="#">Other Maps</a></p>
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<p><b>Tax Records Available</b></p> <p>Tax Year</p> <p>No tax data available</p>
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<p><b>Tax Legal Description</b></p> <p>92,384 SQ FT</p> <p>LOT 2 OF 48 CSM 157 BNG PRT OF NE1/4 NW1/4 SEC 22 T22N R19E</p> <p><b>Note:</b> May not be a full legal description</p> <p><a href="#">View Comments/History</a></p>
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**Property Tax Record**  
**TOWN OF LAWRENCE**  
**Brown County, Wisconsin**  
**Parcel Number: L-39-5**

Information is as current as the postings of Saturday, November 7, 2015 at 1:15:11 AM. Note: Documents received prior to this date may be on hold or pending entry into the land records system.

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<p><b>Property Information</b></p> <p>Parcel Number L-39-5</p> <p>Owner Name WISCONSIN DEPT OF TRANSPORTATION</p> <p>Property Address MID VALLEY DR</p> <p>Municipality L - TOWN OF LAWRENCE</p> <p>School District 6328 - WEST DEPERE SCH</p> <p>Sanitary District None</p> <p>Special District(s) None</p>	<p><b>Current Unofficial Valuation</b></p> <table border="1"> <thead> <tr> <th>Class</th> <th>Acres</th> <th>Land</th> <th>Improvements</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>E2 - EXEMPT - STATE</td> <td>2.140</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>All Classes</td> <td>2.140</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table> <p>Legal Acres 2.140</p> <p><b>Values are not official until new tax bills are issued in December.</b></p> <p><b>Note:</b> For a specific tax year valuation, select tax year from tax records available below.</p> <p><b>Note:</b> Legal Acres, as listed in the Property's Legal Description, may differ slightly from the Total Acres, or the sum of the acreage for all land classifications.</p>	Class	Acres	Land	Improvements	Total	E2 - EXEMPT - STATE	2.140	0.00	0.00	0.00	All Classes	2.140	0.00	0.00	0.00
Class	Acres	Land	Improvements	Total												
E2 - EXEMPT - STATE	2.140	0.00	0.00	0.00												
All Classes	2.140	0.00	0.00	0.00												

<p><b>Mailing Address Information</b></p> <p>WISC DEPT OF TRANS</p> <p>ATTN: REAL ESTATE</p> <p>944 VANDERPERREN WAY</p> <p>GREEN BAY WI 54304-5344</p>
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<p><b>Reference Document</b></p> <p>Document #: 2134584</p>
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<p><b>Available Maps</b></p> <p><a href="#">View GIS Map</a></p> <p><a href="#">Other Maps</a></p>
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<p><b>Tax Records Available</b></p> <p>Tax Year</p> <p>No tax data available</p>
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<p><b>Tax Legal Description</b></p> <p>93,391 SQ FT</p> <p>LOT 3 OF 48 CSM 157 BNG PRT OF NE1/4 NW1/4 &amp; BNG PRT OF SE1/4 NW1/4 SEC 22 T22N R19E</p> <p><b>Note:</b> May not be a full legal description</p> <p><a href="#">View Comments/History</a></p>
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**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Parcel P-39-3 Mid Valley Dr (STREET ADDRESS) IN THE Town (CITY) (VILLAGE) (TOWN) OF Lawrence, COUNTY OF Brown, 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 December (MONTH) 4th (DAY), 2015 (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 checked="" 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 checked="" type="checkbox"/>	___	___
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	___	<input checked="" 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"/>	___	___
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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	___	___
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	___	<input checked="" 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"/>	___	___
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 checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 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 <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.

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.

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.

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.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.

D.4. The owner has owned the property for 53 years.

D.5. Explanation of "yes" responses. (See B.3.)

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 [Signature] for WisDOT Date 11-13-15

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.

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Parcel P-39-4 Mid Valley Dr (STREET ADDRESS) IN THE Town (CITY) (VILLAGE) (TOWN) OF Lawrence, COUNTY OF Brown, 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 December (MONTH) 4th (DAY), 2015 (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 checked="" 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 checked="" type="checkbox"/>	___	___
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	___	<input checked="" 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"/>	___	___
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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	___	___
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	___	<input checked="" 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"/>	___	___
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 checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 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 <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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/sif/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.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.

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.

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.

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.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.

D.4. The owner has owned the property for 53 years.

D.5. Explanation of "yes" responses. (See B.3.)

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 [Signature] for WISDO Date 11-13-15
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.

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Parcel P-39-5 Mid Valley Dr (STREET ADDRESS) IN THE Town (CITY) (VILLAGE) (TOWN) OF Lawrence, COUNTY OF Brown, 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 December (MONTH) 4th (DAY), 2015 (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 checked="" 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 checked="" type="checkbox"/>	___	___
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	___	<input checked="" 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"/>	___	___
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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	___	___
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	___	<input checked="" 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"/>	___	___
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 checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 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 <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.

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.

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.

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.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.

D.4. The owner has owned the property for 53 years.

D.5. Explanation of "yes" responses. (See B.3.)

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 [Signature] Date 11-13-15

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.

**BROKER DISCLOSURE TO CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker  
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide  
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the  
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
12 prohibited by law (See Lines 55-63).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of  
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER  
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 55-63).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST  
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER  
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
36 \_\_\_\_\_

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): \_\_\_\_\_  
38 \_\_\_\_\_

39 *(INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)*

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
43 withdraw this consent in writing.

44 **List Home/Cell Numbers:** \_\_\_\_\_

45 **SEX OFFENDER REGISTRY**

46 *Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.*

48 BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND  
49 THAT \_\_\_\_\_ and **Micoley & Company** \_\_\_\_\_ are working  
50 \_\_\_\_\_ Sales Associate ▲ \_\_\_\_\_ Firm Name ▲

51 as: (Owner's/Listing Broker's Agent) (Buyer's/Tenant's Agent or Buyer's Broker's Agent) **[STRIKE ONE]** .

52 **SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.**

53 \_\_\_\_\_  
54 Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

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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**55** **DEFINITION OF MATERIAL ADVERSE FACTS**

56 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that  
57 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect  
58 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision  
59 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence  
60 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce  
61 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
62 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
63 agreement made concerning the transaction.

## ONLINE EVENT ADDENDUM

This Online Event Addendum (the "Addendum") is made part of the \_\_\_\_\_ dated \_\_\_\_\_ (the "Contract") made by the undersigned Buyer, with respect to the Property located at \_\_\_\_\_ (the "Property").

**DISCLAIMER:** Seller and Micoley.com, LLC, in affiliation with WM Enterprises, Inc., ("Micoley") do not, here or otherwise, attempt to provide Buyer with all of the information Buyer may need to conduct due diligence and make an informed decision about the event and Property. Participation in the event is at Buyer's sole risk and Seller and Micoley, plus their agents, brokers, contractors, employees, and representatives will have no liability whatsoever on any basis. The Property will be sold in "AS IS, WHERE IS" condition with all burdens, circumstances, defects, facts, faults, dangers, hazards, issues, items, material facts, problems, vandalism, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, which affect, involve, or relate in any way to the Property ("Property Issues"). Any information provided to Buyers may assist them in performing their due diligence, but is not represented to be complete or correct and there may be other Property Issues affecting, involving, or related in some way to the Property. Buyers should govern themselves accordingly.

TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER AND MICOLEY UNCONDITIONALLY DISCLAIM ANY GUARANTEE, REPRESENTATION, OR WARRANTY OF EVERY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WHETHER ORAL OR WRITTEN, WHETHER PAST, PRESENT, OR FUTURE, WITH RESPECT TO ALL PROPERTY ISSUES, EXCEPT AS EXPRESSLY PROVIDED IN: (a) THE *ONLINE EVENT ADDENDUM*, and (b) THE *CONTRACT* AND ANY ADDENDUMS OR AMENDMENTS THERE TO.

NEITHER SELLER NOR MICOLEY WILL TAKE ANY ACTION TO ADDRESS, CURE, FIX, REMEDY, REPAIR, OR SOLVE ANY PROPERTY ISSUES WHETHER OR NOT DISCLOSED. **BUYER SHALL BE RESPONSIBLE FOR MUNICIPALITY REQUIRED REPAIRS, IF ANY.**

1. **Disclaimer.** Buyer acknowledges receipt of "Bidder's Information Packet". The Bidder's Information Packet is merely a bulletin and is solely intended to provide interested parties with preliminary information only. The delivery of the Bidder's Information Packet to any person shall not create any agency relationship between such person and the Seller or Micoley, in their various capacities. The information included in the Bidder's Information Packet is believed to be correct, but it is not guaranteed. Some of the information furnished is from outside sources deemed to be reliable, but is not certified as accurate by the Seller or Micoley.

All of the information contained in the Bidder's Information Packet is subject to corrections, errors and omissions, etc. The Contract is based on Buyer's own investigation of the Property and not on any representations made by any party.

2. **Disclosures.** Seller and Micoley have no knowledge of, nor have inspections been made to determine whether the Property (a) is located on or near a toxic hazardous waste site as defined by state and/or federal law; (b) is listed on, or subject to being listed on, the most recently published "National Priorities List" issued by the Federal Environmental Protection Agency, or any other list published by a State Agency responsible for regulating toxic and hazardous waste legislation; (c) contains urea-formaldehyde foam or asbestos insulation; (d) contains any natural gas, including, but not limited to, radon; (e) contains mold, mildew or has been remediated from the same; (f) is located in any known or unknown wetlands, floodplain, or ESA setback which would render the Property uninhabitable; (g) contains any other substance on the Property which would render the Property uninhabitable or dangerous to the health of the occupants.

Further, Seller and Micoley make no warranties, representations, or statements whatsoever, express or implied, concerning the Property, including, but not limited to: (a) the income or expenses of the Property; (b) leases, rents, and security deposits affecting the Property; (c) zoning and building codes and compliance therewith; (d) availability or cost of utilities; (e) compliance of the Property with any law, regulation or ordinance, including, but not limited to, the Americans with Disabilities Act; (f) the physical condition of the Property or any component, fixture, or improvement thereon.

3. **Property Tax Disclosure.** Buyer should not rely on Seller's current property tax assessment on the Property as being indicative of the amount of tax that will be owed on the Property in the future. A change of ownership or improvement of the Property may trigger a tax reassessment for the Property and could result in higher taxes being

assessed to Buyer. If Buyer has any questions concerning valuation or taxation of the Property, Buyer should immediately contact the municipal treasurer's office for further information.

Any delinquent real estate taxes and/or unpaid special assessments assessed against the Property will be paid by Seller prior to or at the time of closing.

The current real estate taxes will be prorated at the time of closing based on the assessed value of the Property as shown on the prior year real estate tax bill or the current year real estate tax bill, if available at the time of closing.

4. **Utility Services.** Buyer shall be exclusively responsible for obtaining any and all permits for the installation or continuation of utility services to the Property itself and paying all costs related to such installation or continuation.

5. **Soil Percolation, Utilities, Suitability, Permits, Etc.** Buyer is solely responsible for doing all due diligence needed or desired for the Property. No soil percolation test has been done on the Property and none will be done prior to its sale, so the percolation characteristics of the Property's soil are unknown. Buyer is solely responsible for investigating the availability and/or accessibility for all utilities to serve the Property, as well as the practicality and suitability for building or construction of any kind on the Property. Additionally, Buyer will be solely responsible for obtaining and paying for any and all permits for septic systems and all other items related to the Property and any building, construction, or improvements thereon. Buyer will also be solely responsible for obtaining and paying the costs for all permits and other fees, tanks, meters, lines, and other needs relative to the Property. Seller and Micoley specifically make no representation, guarantee, or warranty of any kind regarding any matter addressed in this paragraph and Buyer solely assumes all risk and costs for each of these matters.

6. **Personal Property.** Buyer acknowledges and agrees that the personal property to be conveyed from Seller to Buyer in this transaction, if any, will be conveyed by quit claim bill of sale, with no representations, warranties, or guaranties, express or implied, as to the condition of or title to such personal property. Buyer further agrees to accept such personal property "AS IS, WHERE IS".

7. **Assignment.** Buyer may assign the Contract to an entity owned and/or controlled by Buyer without Seller's prior written consent. All other assignments of the Contract shall require Seller's prior written consent, which may be withheld in Seller's sole discretion.

8. **Indemnification.** Buyer shall indemnify, defend and hold Seller and Micoley harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorney's fees incurred by Seller and/or Micoley, or their agents, representatives, consultants, or affiliates arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors or employees; or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations as set forth in the Contract. This indemnity shall survive the termination of the Contract or closing.

9. **Earnest Money.** Buyer acknowledges and agrees the earnest money paid with the Contract is NON-REFUNDABLE upon full execution of the Contract between Buyer and Seller AND satisfaction of any contingencies specified in the Contract. Earnest money is to be paid to **Listing Agent's Trust Account:** \_\_\_\_\_ OR **Title Company:** \_\_\_\_\_ (must specify company, if selected) within five (5) days of acceptance, unless otherwise stated and agreed upon within the Contract. If earnest money is not received within five (5) days of acceptance, or within the timeframe specified within the Contract, Seller has the right to terminate this Contract by delivering written notice to Buyer.

10. **Real Estate Condition Report.** Buyer hereby waives receipt of a Real Estate Condition Report for the Property, as well as any rights of rescission allowed thereunder.

11. **Right of Rescission.** Buyer hereby waives any rights of rescission as provided in the Contract and any documents attached thereto and incorporated therein by reference.

12. **Buyer Fee.** Buyer acknowledges and agrees that the purchase price stated in the Contract includes a Buyer Fee. The amount of the Buyer Fee associated with this Property is clearly stated in the Bidder's Information Packet provided to and approved by Buyer prior to the submission of the Contract.

**Buyer and Seller agree that the Buyer Fee for this transaction is \_\_\_\_% of the purchase price or \$ \_\_\_\_\_, whichever is greater, and is included in the purchase price stated in the Contract.**

13. **Proof of Funds.** If the Contract is a "cash" offer, then Buyer shall, within three (3) days of acceptance, provide Seller with reasonable verification from a financial institution or third party in control of Buyer's funds that Buyer has sufficient funds to close. If such written verification is not provided within three (3) days of acceptance, Seller has the right to terminate this Contract by delivering written notice to Buyer.

14. **Title Company.** Buyer acknowledges closing agent/title company is to be chosen by Seller.

THE TERMS OF THIS ONLINE EVENT ADDENDUM ARE HEREBY INCORPORATED INTO AND BECOME A PART OF THE CONTRACT BETWEEN SELLER AND BUYER. IF ANY TERMS, CONDITIONS OR PROVISIONS OF THIS ADDENDUM CONFLICT WITH THE TERMS OF THE CONTRACT, THIS ADDENDUM SHALL CONTROL.

**Buyer Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Information below is needed for closing and is required by Title Company/Utility Company

Full Legal Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Intended Use of Property: \_\_\_\_\_

**Buyer Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Information below is needed for closing and is required by Title Company/Utility Company

Full Legal Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Intended Use of Property: \_\_\_\_\_

**Seller Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Micoley Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

THIS ADDENDUM WAS DRAFTED BY:  
Metzler, Timm, Treleven, Pahl, Beck, S.C.  
(Rev. 1/25/2016)