PUBLIC SEALED BID SALE
OF
SURPLUS LAND

BIDDERS BULLETIN
(Contains Official Bid Forms)

LOCATION OF SUBJECT PROPERTY
Vacant land, Village of Plover
NE Corner of Post Road & Willow Drive
2700 Post Road
Portage County, WI

Project ID 6414-00-25, parcels 24 and 25 combined

BIDS MUST BE RECEIVED BEFORE:
1:30 p.m. on Wednesday, May 23, 2018
at the
WISCONSIN DEPARTMENT OF TRANSPORTATION
NORTH CENTRAL REGION - RHINELANDER OFFICE
REAL ESTATE UNIT
510 NORTH HANSON LAKE ROAD
RHINELANDER, WI 54501
ATTENTION: PATRICIA MASSINO

BID OPENING
1:30 p.m., Wednesday, May 23, 2018

Transportation Systems Development, North Central Region (Rhineland)
Department of Transportation
Real Estate Unit
510 N. Hanson Lake Road
Rhineland, WI 54501
Phone: (715) 365-5766
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GENERAL INFORMATION APPLYING TO ALL SURPLUS LAND SALES
The Department of Transportation (also referred to as the "Department") urges you to visit and inspect the surplus parcel you are interested in before you bid. All lands will be conveyed on an "as is" basis. Ignorance of any condition of the site will not allow you to withdraw or adjust a bid after it is opened.

We urge you to secure firsthand information about the local real estate tax rate, utility services, zoning ordinances and building codes. With that information, you will be in a position to accurately determine the utility of the land and to prepare a bid reflective of that utility.

GENERAL INFORMATION ABOUT PROPERTY OFFERED FOR SALE
1. Location: Land only, NE corner of Post Road and Willow Drive, 2700 Post Road, Village of Plover, Portage County, WI.
2. PIN #: 173-42-0401
3. Area of Site: ± 0.998 acres (43,490 square feet) vacant land.
5. Sample Quit Claim Deed with legal description and deed restrictions: See Attachment 1.
6. Certified Survey map prepared – Lot 1 CSM #11000-50-130, Portage County CSMs. See Attachment 2.
7. Taxes or Assessments Levied against Site: None known. Any taxes or assessments will be the responsibility of the Purchaser.
8. Access: One access point to Post Road/Business 51. Additional access from Willow Drive via alley.

GENERAL TERMS OF SALE
1. Deadline for Bid Opening
   It shall be your duty as a bidder to see that your bid is delivered within the time and at the place prescribed in this bulletin. No bid received after the time fixed in this invitation for the opening of bids will be considered and those bids will be returned unopened. Bidders are welcome to attend the bid opening but attendance is not mandatory.

2. Award of Bid
   After payment of the full bid price, the Department will award title of the Subject Property to the bidder whose bid conforms to the terms and conditions stated in this bulletin and is the highest dollar value over the stated minimum bid and is acceptable to the Department. The Department reserves the right to reject all bids if no bid is received which would be in the best interest of the Department to accept. The Department reserves the right to withdraw the offered parcel from sale any time prior to the bid opening. The Department will reserve the parcel in the successful bidder's name for a period of 60 days, during which time the successful bidder shall complete the sale by payment of the outstanding balance and recording fees. In the event two or more acceptable high bids are received that are equal in all respects, the selection will either be made by a lottery limited to the tied bidders, or will be re-advertised for bid based on the discretion of the Department.

3. Modification or Withdrawal of Bids
   The Department of Transportation will not entertain claims from bidders for withdrawal or modification of bids after the bid opening because of ignorance of the condition of the Subject Property offered for sale or misinterpretation of the terms and conditions of the sale. Submittal of a bid shall constitute knowledge by the bidder of all conditions, requirements, and descriptions contained herein.
4. **Notice of Acceptance or Rejection of Bids**
   You will be notified by mail of acceptance or rejection of your bid within twenty (20) business days after the day of bid opening.

5. **Contract for Sale**
   After the high bid has been accepted by the Department and the sale approved by the Region, Secretary, or Governor (required approval is dependent on dollar value of proposed sale), a sale agreement between the successful bidder and the state shall exist. Such agreement shall constitute the whole contract to be succeeded only by the formal conveyance instrument unless modified in writing and signed by both parties. Neither oral statements or representations made by or for, or on behalf of either party shall become part of such contract; nor shall the contract or any interest therein be transferred or assigned by the successful bidder without written consent of the Department. Any assignment transaction without such consent shall negate the sale. (See Item 7 below.)

6. **Grounds for Rejection of Bids**
   The Department expressly reserves the right to reject any and all bids when deemed as irregular or when not in the best interest of the Department to accept. Bids containing any qualifying or contingent clauses not mentioned in this bulletin will be declared irregular and rejected. Minor irregularities in the bid form such as misspelled words, may be waived and the bid accepted.

7. **Forfeiture of Bid Deposit**
   In the event of a default by the winning bidder in the performance of the contract of sale created by the Department accepting that bid, the bid deposit shall be forfeited. The Department shall take such actions as it deems necessary and appropriate to enforce the contract. Those actions may include legal redress, awarding title to the second acceptable high bidder or re-advertising the site for sale.

8. **Transfer of Title**
   Transfer of title to the Subject Property to the successful bidder will be via a Quit Claim Deed. The deed will be executed by the Department on behalf of the State of Wisconsin and will recite approval of the Governor as required by the Section 84.09(5), Wisconsin Statutes. A sample Quit Claim Deed, which includes the legal description and deed restrictions, is included as part of this bulletin. The successful bidder must be included as a grantee on the recorded conveyance.

9. **Recording Fees**
   The buyer is responsible for the mandated recording fees, apart from the bid and as a condition of sale will be required to submit a separate check made payable to the Portage County Register of Deeds for these fees along with the final parcel payment. Said fees are $30.00. No real estate transfer tax will be required to be paid, as property sold by the Department of Transportation is exempt.

10. **Final Payment to Seller and Recording of Deed**
    In the event the Department accepts the highest bid, the winning bidder shall, on a mutually agreeable date not later than sixty (60) days after acceptance of the bid or if required, Secretary's or Governor's Approval of the sale, whichever is later, tender to the Department the balance of the purchase price. Upon receipt of that payment, the Wisconsin Department of Transportation will record the Quit Claim Deed at the Portage County Register of Deeds Office.

11. **Delivery of Deed**
    Once the deed has been recorded, the Department will deliver the original deed to the purchaser.

12. **Title Evidence**
    The buyer will assume the expense of procuring any abstracts or title insurance that may be required.
13. **Special Assessments**
   The purchaser will assume the payment of any unpaid deferred charges or special assessments for public improvements levied against the subject property at the time of sale. Amounts of these outstanding charges will be disclosed in the bulletin if known. None are known to exist.

14. **Real Estate Taxes**
   The purchaser will be liable for all general real estate taxes levied against the subject property after title is transferred.

15. **Inspections**
   Any qualified prospective bidder may request a physical inspection of the property by calling Patricia Massino at 715-365-5766. The property is being sold “as is” with no warranties as to condition or use. It is advised that all bidders research thoroughly, exercise due diligence and seek professional advice if necessary as in any real estate transaction.
INSTRUCTIONS TO BIDDERS

1. Special Bid Form
   You must submit your bid on one of the two copies of the special Bid Form provided with this bulletin (Pages 5 & 6) and furnish all information requested. The second copy is provided for your records.

   If your bid is submitted on forms other than those supplied in this bulletin, or if the bid fails to furnish all information required, the bid might be rejected at the sole option of the Department. Your bid should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing it. The bid must be signed in ink by you or your agent.

2. Bid Envelope
   Your bid form must be placed in an envelope clearly marked “SEALED BID SURPLUS LAND BID OPENING May 23, 2018, Project ID 6414-00-25, parcel 24 and 25” with your name and address in the upper left hand corner of this envelope. That envelope should then be placed inside a mailing envelope and mailed or delivered to the address listed on the first page of this bulletin. No responsibility will be implied to any employee of the Department for the premature opening of, or failure to open a bid, which is not properly addressed and marked.

3. Bids Executed by Agents of Bidder
   A bid executed by an attorney or agent on behalf of the bidder, shall be accompanied by an authenticated copy of his Power of Attorney or other written evidence of his authority to act on behalf of the bidder.

4. Deposit Must Accompany Bid
   The bid submitted must be accompanied by a bid deposit in the form of a certified check, cashier’s check or money order payable to the “Wisconsin Department of Transportation” in the amount of ten percent (10%) of the amount bid for the subject property. Failure to provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the high bidder shall be applied toward payment of the bidder’s obligation to the state. Bid deposits of unsuccessful bidders will be returned to bidders at the close of the bid opening or by mail without interest, as promptly as possible after the bid opening. No personal checks or cash will be accepted. Bids containing those items will be summarily rejected.

5. Minimum Bid is Required
   The minimum acceptable bid for the parcel being offered for sale in this bulletin is $130,500.00. No bids less than that amount will be accepted. Title to the property will be awarded to the party making the highest bid in acceptable form over the above stated minimum figure that is a bid deemed to be in the best interest of the State. The Department of Transportation retains the right to reject any and all offers that are not in the best interest of the Department to accept.

6. Bid Must be Delivered by Deadline
   Bids must be in the hands of WisDOT; Division of Transportation Systems Development – Real Estate, North Central Region – Rhinelander, Real Estate Unit, 510 N. Hanson Lake Road, Rhinelander, WI 54501, Attention: Patricia Massino before 1:30 p.m. Wednesday, May 23, 2018. There are no exceptions to this deadline. Bids, whether hand delivered or mailed, that are received after the above stated deadline will not be opened and will be returned to the bidder.
SPECIAL BID FORM
WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF SYSTEMS DEVELOPMENT- REAL ESTATE
NORTH CENTRAL REGION - RHINELANDER

OFFICIAL BID FORM FOR PURCHASE OF STATE-OWNED SURPLUS LAND

BIDS DUE: Prior to 1:30 p.m., Wednesday, May 23, 2018
AT: NC Region Office, 510 N. Hanson Lake Road, Rhinelander, WI, 54501

BID OPENING: 1:30 p.m., Wednesday, May 23, 2018
AT: NC Region Office, 510 N. Hanson Lake Road, Rhinelander, WI, 54501

PROPERTY LOCATION: ±0.998 Acres vacant land, PIN #s 173-42-0401
2700 Post Road, NE corner of Post Road and Willow Drive, Plover, WI
Lot 1 CSM #11000-50-130, Document #832018, Portage County CSM’s
Part of the SE ¼ SW ¼, Section 22, T23N, R8E, Village of Plover, Portage Co., WI

PROJECT ID: 6414-00-25, PARCELS 24 and 25

I hereby submit a bid of ____________________________ Dollars ($______________) for the above-described tract of land subject to the terms and conditions previously described in the bulletin.

Payment Schedule:
This bid is accompanied by a 10% bid deposit in the form of a certified check, cashier's check or money order in the amount of ____________________________ Dollars and ____/100 ($________). Check to be made payable to: "Wisconsin Department of Transportation". In the event of any default by successful bidder in the performance of the contract sale created by acceptance of the bid and the approval of the sale by the State of Wisconsin, the deposit shall be forfeited and the Department of Transportation shall take such action as it deems necessary and appropriate to enforce the contract.

__________________________________                           ___________________________
Signature of Bidder                                                                      Date

__________________________________                           ___________________________
(Printed or typed name of Bidder)                                              (Telephone No.)

__________________________________
(Street Address)

(City)                              (State)            (Zip Code)

Quit Claim Deed Grantee(s): In the event this bid is accepted, the Quit Claim Deed should name the following as grantee(s). Note: Please print clearly and spell names(s) exactly as you want them listed on the deed. (include middle initials, trust names, all parties, joint tenants, etc.)
Grantee(s): ________________________________________________________________

All blanks on this form must be filled out completely and legibly, with any corrections initialed by person signing as bidder. Bidder’s signature must be you or your agent, appear in ink and include a printed or typed name, as well as phone and mailing address. Keep one copy for your records.

Place in envelope marked: "Sealed Bid, Due May 23, 2018, Project I.D. # 6414-00-25, Parcel 24 and 25 remnants"
OFFICIAL BID FORM FOR PURCHASE OF STATE-OWNED SURPLUS LAND

BIDS DUE: Prior to 1:30 p.m., Wednesday, May 23, 2018
AT: NC Region Office, 510 N. Hanson Lake Road, Rhinelander, WI, 54501

BID OPENING: 1:30 p.m., Wednesday, May 23, 2018
AT: NC Region Office, 510 N. Hanson Lake Road, Rhinelander, WI, 54501

PROPERTY LOCATION: ±0.998 Acres vacant land, PIN #s 173-42-0401
2700 Post Road, NE corner of Post Road and Willow Drive, Plover, WI
Lot 1 CSM #11000-50-130, Document #832018, Portage County CSM's
Part of the SE ¼ SW ¼, Section 22, T23N, R8E, Village of Plover, Portage Co., WI

PROJECT ID: 6414-00-25, PARCELS 24 and 25

I hereby submit a bid of ____________________________ Dollars ($________________) for the above-described tract of land subject to the terms and conditions previously described in the bulletin.

Payment Schedule:
This bid is accompanied by a 10% bid deposit in the form of a certified check, cashier's check or money order in the amount of
Dollars and _____/100 ($______). Check to be made payable to: "Wisconsin Department of Transportation". In the event of any default by successful bidder in the performance of the contract sale created by acceptance of the bid and the approval of the sale by the State of Wisconsin, the deposit shall be forfeited and the Department of Transportation shall take such action as it deems necessary and appropriate to enforce the contract.

Signature of Bidder ________________________________ Date ____________

(Printed or typed name of Bidder) ___________________(Telephone No.)

(Street Address)

(City) __________________________ (State) ____________ (Zip Code) ____________

Quit Claim Deed Grantee(s): In the event this bid is accepted, the Quit Claim Deed should name the following as grantee(s). Note: Please print clearly and spell names(s) exactly as you want them listed on the deed. (include middle initials, trust names, all parties, joint tenants, etc.)
Grantee(s): ____________________________________________

All blanks on this form must be filled out completely and legibly, with any corrections initialed by person signing as bidder. Bidder's signature must be you or your agent, appear in ink and include a printed or typed name, as well as phone and mailing address. Keep one copy for your records.

Place in envelope marked: "Sealed Bid, Due May 23, 2018, Project I.D. # 6414-00-25, Parcel 24 and 25 remnants"
QUIT CLAIM DEED – STATE GRANTOR
Wisconsin Department of Transportation
Exempt from fee s. 77.25(2) Wis. Stats.
DT1563    11/2012

THIS DEED, made by the State of Wisconsin, Department of Transportation, GRANTOR, quit claims to HIGHEST BIDDER GRANTEE(s), for the sum of ______________ ($_______) pursuant to Section 84.09(5) Wisconsin Statutes, the property described below.

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF BY REFERENCE.

Return to Division of Transportation System Development North Central Region Rhinelander Office Real Estate 510 N Hanson Lake Road Rhinelander WI 54501
Parcel Identification Number/Tax Key Number 173-42-0401

Date
Real Estate Manager Signature
Print Name

Date
State of Wisconsin )
) ss. County

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires
ATTACHMENT 1

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 11000-50-130, recorded as document #832018, Portage County Register of Deeds, located in part of the SE ¼ SW ¼, of Section 22, T23N, R8E, Village of Plover, Portage County, Wisconsin.

Said parcels contain 43,490 square feet, or 0.998 acres, more or less.

It is expressly intended and agreed by and between the parties hereto that:

No additional right of access shall accrue between this parcel and the right-of-way of the highway currently designated as Business 51/Post Road. Access to Business 51/Post Road is controlled as shown on TPP 6414-00-25-4.02 Amendment No. 2. One (1) driveway connection to Business 51/Post Road is permitted at Station 127+60. Under state law, driveway connections to highways from abutting lands are subject to police power regulation and any driveway connection may be modified by the maintaining authority for the highway as conditions warrant or may be eliminated if reasonable alternative access to the property exists.

No advertising signs or billboards of any type shall be located, erected or maintained on the above-described lands, except for on-premise signs.

All existing public and private utilities and recreational trails located upon, over or under the above-described lands, whether by permit or easement, shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their transmission and/or distribution facilities located wholly or partially within the above-described lands as of the date of this instrument.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this deed for the purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

The above-described lands shall be subject to all applicable zoning laws and/or ordinances, and all easements, reservations, and restrictions of record, including the easements of record granted to the above described parcel of land for parking and for ingress and egress described in Document# 506798, Document# 785805 and Document# 792156, Portage County Register of Deeds.

These covenants, burdens and restrictions shall run with the land and shall forever bind the grantee, its successors and assigns; and, upon breach or failure of all or any part thereof, the State of Wisconsin, Department of Transportation (WisDOT) may bring an action in the courts of this state to enforce said restriction, and shall recover in any such action its costs and expenses of enforcing the restriction, including actual attorneys fees, from the owner of the property, his successors, assigns, trustees, personal representative or administrators.
CERTIFIED SURVEY MAP

BEING PART OF LOTS 1, 2, 3 AND 4 OF PLOVER ASSESSOR'S PLAT NO. 2, INCLUDING PARTS OF AN ADJOINING VACATED STREET AND ALLEY, AND INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP 6792-25-15, LOCATED IN THE SOUTHEAST 1/4 - SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

I, David L. Roberts, Professional Land Surveyor, hereby certify to the Wisconsin Department of Transportation:

That I have surveyed and mapped a parcel of land being part of Lots 1, 2, 3, and 4 of Plover's Assessor’s Plat No. 2, including parts of an adjoining vacated street and alley, and including part of Lot 1 of Certified Survey Map 6792-25-15, located in the Southeast 1/4 - Southwest 1/4 of Section 22, Township 23 North, Range 8 East, Village of Plover, Portage County, State of Wisconsin, described as follows:

Commencing at the southwest corner of said Section 22, T23N, R8E; thence N54°45'59"E 1711.32 feet to the point of beginning; thence N38°49'51"W along the easterly line of Post Road/Business 51 26.71 feet; thence along the easterly line of Post Road/Business 51 along the arc of a curve concave westerly having a radius of 3775.50 feet, whose chord bears N04°34'03"E 226.76 feet; thence N85°25'13"E along the southerly line of the Fox Valley & Western Railroad 82.33 feet; thence S89°49'51"E along the southerly line of the Fox Valley & Western Railroad 176.82 feet; thence S04°12'37"W along centerline of vacated Wisconsin Avenue 135.30 feet; thence N86°23'43"W along the southerly line of said Lot 4 and said Lot 4 extended 175.01 feet; thence S03°34'35"W along the westerly line of an alley 133.46 feet; thence N86°23'43"W along the northerly line of Willow Drive 67.41 feet to point of beginning. Said parcel contains 0.998 acre, more or less. Parcel subject to restrictions, reservations, easements and rights-of-way in use or of record.

That I have made this survey and map at the direction of the Wisconsin Department of Transportation. That said map is a correct representation of all the exterior boundaries of the land surveyed and any division thereof made, and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying and mapping the same.

Dated this 22th day of AUGUST, 2017.

David L. Roberts, PLS 1725

ACCESS CONTROL NOTE

Access to Business 51 is controlled as shown on Transportation Project Plat 6414-00-25-4.02 Amendment No. 2. One (1) driveway connection is permitted at station 127+60. Under state law driveway connections to highways from abutting lands are subject to police power regulation and any driveway connection may be modified by the maintaining authority for the highway as conditions warrant or may be eliminated if reasonable alternative access to the property exists.
ATTACHMENT 3

SURPLUS PARCELS 24, 25 COMBINED
CSM 11000-50-130
2700 POST ROAD

POST ROAD

WILLOW ROAD
ATTACHMENT 4

SUBJECT PHOTOGRAPHS
Taken by Maria Krueger
January 9, 2018

View looking north at the corner of Post Road/Business 51 and Willow Drive

View looking east at the corner of Post Road/Business 51 and Willow Drive
ATTACHMENT 4

SUBJECT PHOTOGRAPHS
Taken by Maria Krueger
January 9, 2018

View looking east along Post/Business 51 at the northern property line

Photo taken by Patricia Massino August 2017 looking northwest.