

WISCONSIN DEPARTMENT OF TRANSPORTATION
TRANSPORTATION SYSTEMS DEVELOPMENT
NORTH CENTRAL REGION – RHINELANDER OFFICE

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 & Green Drive
Portage County, WI

Project ID 6414-00-25, parcels 12 and part of 13 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

TABLE OF CONTENTS

	<u>Page</u>
GENERAL INFORMATION APPLYING TO ALL SURPLUS LAND SALES.....	1
GENERAL INFORMATION ABOUT PROPERTY OFFERED FOR SALE	1
GENERAL TERMS OF SALE.....	1
1. Deadline for Bid Opening	1
2. Award of Bid	1
3. Modification or Withdrawal of Bids	1
4. Notice of Acceptance or Rejection of Bids	2
5. Contract for Sale	2
6. Grounds for Rejection of Bids	2
7. Forfeiture of Bid Deposit.....	2
8. Transfer of Title	2
9. Recording Fees	2
10. Final Payment to Seller and Recording of Deed.....	2
11. Delivery of Deed.....	2
12. Title Evidence.....	2
13. Special Assessments	3
14. Real Estate Taxes	3
15. Inspections	3
INSTRUCTIONS TO BIDDERS.....	4
1. Special Bid Forms	4
2. Bid Envelope	4
3. Bids Executed by Agents of Bidder.....	4
4. Deposit Must Accompany Bid	4
5. No Minimum Bid Required	4
6. Bid MUST be delivered by Deadline	4
OFFICIAL BID FORMS	5 & 6
ATTACHMENTS:	
SAMPLE QUIT CLAIM DEED WITH LEGAL DESCRIPTION & DEED RESTRICTIONS ATTACHED	Attachment 1
CERTIFIED SURVEY MAP	Attachment 2
UTILITY EASEMENT/SANIITARY SEWER.....	Attachment 3
LOCATION AND GIS MAPPING.....	Attachment 4
PHOTOGRAPHS.....	Attachment 5

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 Green Drive, Village of Plover, Portage County, WI.
2. PIN #s: 173-42-0801 and 173-42-0703, combined.
3. Area of Site: ± 0.808 acres (35,199 square feet) vacant land.
4. Zoning: B-2 General Business and District T Post Road Development Overlay, Village of Plover. For more information please contact Richard Holden, Village of Plover Community Development Manager, 715-345-5250.
5. Sample Quit Claim Deed with legal description and deed restrictions: See Attachment 1.
6. Certified Survey map prepared – Lot 2 and Outlot 2 CSM #10728-49-8, Portage County CSMs. See Attachment 2.
6. Taxes or Assessments Levied against Site: None known. Any taxes or assessments will be the responsibility of the Purchaser.
7. Access restriction: No access to Post Road/Business 51. Access would need to be from Green Drive or Wisconsin Ave. Access is not guaranteed and should be discussed with the Village of Plover.
8. The parcel has a 20' wide sanitary sewer easement along the east line of Outlot 2 and west line of Lot 2. No structures are allowed in the easement area, but the area may be blacktopped or landscaped. Utilities may not be installed in a parallel direction within the easement area, but may be installed perpendicularly within the easement area. See Attachment 3
9. This area is served by municipal sewer and water.

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 bid acceptable to the Department. While there is no minimum bid, 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 12 and 13" 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. No Minimum Bid is Required

Although there is no stated minimum bid for the subject property, the appraised value of the subject parcel being offered for sale in this bulletin is \$105,600.00. The Department expects to receive bids that reflect the fair market value for this parcel. 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. Title to the property will be awarded to the party making the highest bid in acceptable form that is a bid deemed to be in the best interest of the State.

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, Rhineland, WI, 54501

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

PROPERTY LOCATION: ±0.808 Acres vacant land, PIN #s 173-42-0703 and 173-42-0801
NE corner of Post Road and Green Drive, Plover, WI
Lot 2 and Outlot 2 CSM #10728-49-8, Document #811720, 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 12 and PART OF 13

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 12 and 13 remnants"

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, Rhineland, WI, 54501

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

PROPERTY LOCATION: ±0.808 Acres vacant land, PIN #s 173-42-0703 and 173-42-0801
NE corner of Post Road and Green Drive, Plover, WI
Lot 2 and Outlot 2 CSM #10728-49-8, Document #811720, 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 12 and PART OF 13

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 12 and 13 remnants"

ATTACHMENT #1

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.

This space is reserved for recording data

Return to
Division of Transportation System
Development
North Central Region
Rhineland Office Real Estate
510 N Hanson Lake Road
Rhineland WI 54501

Parcel Identification Number/Tax Key Number
PIN #'s: 173-42-0801 & 173-42-0703

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

LEGAL DESCRIPTION

Lot 2 and Outlot 2 of Certified Survey Map No. 10728-49-8, recorded as document #811720, Portage County Register of Deeds, located in part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, of Section 22, T23N, R8E, Village of Plover, Portage County, Wisconsin.

Said parcels contain 35,199 square feet, or 0.808 acres, more or less.

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

No right of access shall accrue between this parcel and the right-of-way of Business 51/Post Road.

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, easements, reservations, and restrictions of record.

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 attorneys fees, from the owner of the property, his successors, assigns, trustees, personal representative or administrators.



ATTACHMENT #2

811720

CYNTHIA A. WISINSKI REGISTER OF DEEDS PORTAGE COUNTY STEVENS POINT, WI RECORDED ON 10/23/2015 8:05 AM

REC FEE: 30.00 PAGES: 3 FEE EXEMPT:

CSM # 10728-49-8

PORTAGE COUNTY CERTIFIED SURVEY MAP

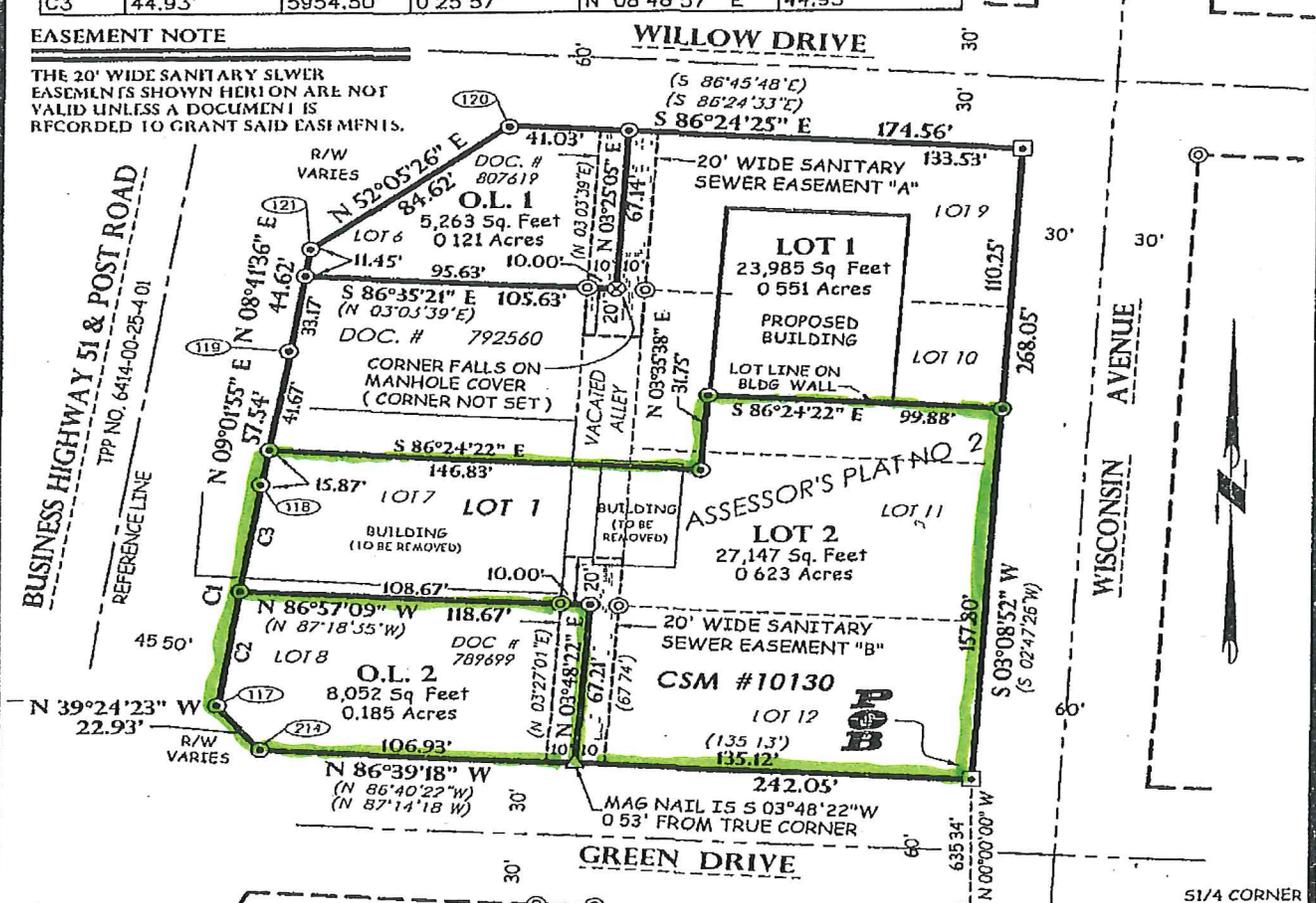
OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN, INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP #10130, PART OF LOT 1 OF CERTIFIED SURVEY MAP #10059, LOTS 7, 9, 10, 11, 12 AND PART OF LOTS 6 AND 8 AND PART OF A VACATED ALLEY OF PLOVER ASSESSOR'S PLAT #2.

CURVE DATA TABLE

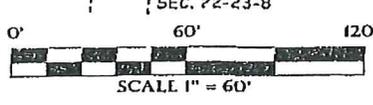
Table with 6 columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Contains data for curves C1, C2, and C3.

EASEMENT NOTE

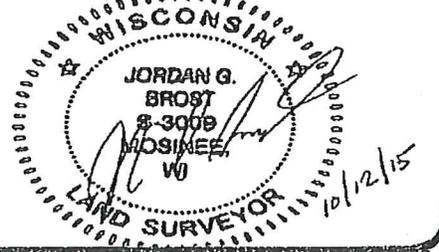
THE 20' WIDE SANITARY SLWER EASEMENTS SHOWN HEREON ARE NOT VALID UNLESS A DOCUMENT IS RECORDED TO GRANT SAID EASEMENTS.



- LEGEND: 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT., 3/4" O.D. IRON BAR FOUND, 1 1/2" O.D. IRON PIPE FOUND, COMPUTED CORNER LOCATION, MAG NAIL FOUND, BRASS DISK MONUMENT FOUND, CONCRETE MONUMENT FOUND, CUT CROSS IN CONC. FOUND, RECORDED AS, DOT R/W BOUNDARY POINT #



BASE FOR BEARING THE SOUTH LINE OF THE SW1/4 OF SECTION 22, T 23 N, R 8 E. RECORDED TO BEAR S 89°35'53" W PER TPP # 6-114-00-25-4.01



Logo for PLOVER Land Surveying, Landscape Architecture, Engineering. Jordan G. Brost, PLS #3009. 5709 Winay Drive, Suite D, Stevens Point, WI 54484. 715.344.9999(P) 715.344.9922(FX)

THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST AND DRAWN BY JORDAN BROST. FIELD BOOK GB 2 PAGE 63-64. JOB # 15-436. SHEET 1 OF 3 SHEETS

PORTAGE COUNTY CERTIFIED SURVEY MAP

I, Jordan G. Brost, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of the Southeast ¼ of the Southwest ¼ of Section 22, Township 23 North, Range 8 East, Village of Plover, Portage County, Wisconsin, including part of Lot 1 of Certified Survey Map #10130, part of Lot 1 of Certified Survey Map #10059, Lots 7,9,10,11,12 and part of Lots 6 and 8 and part of a vacated alley of Plover Assessor's Plat #2, all being more particularly described as follows:

Commencing at the South ¼ corner of Section 22, Township 23 North, Range 8 East; thence S 89°35'53"W along the South line of the Southwest ¼ of said Section 22, 1035.18 feet; thence N 00°00'00"W, 635.34 feet to the intersection of the North line of Green Drive and the West line of Wisconsin Avenue and being the point of beginning (POB) of the parcel to be described; thence N 86°39'18"W along the North line of Green Drive and the South line of said Lot 1, 242.05 feet to the East line of Post Road (Business Hwy 51); thence N 39°24'23"W along said East line of Post Road, 22.93 feet; thence Northeasterly 94.88 feet along the arc of curve, along said East line of Post Road, concave Southeasterly, having a radius of 5954.50 feet and whose long chord bears N 08°34'32"E, 94.88 feet; thence N 09°01'55"E along said East line of Post Road, 57.54 feet; thence N 08°41'36"E along said East line of Post Road, 44.62 feet; thence N 52°05'26"E along said East line of Post Road, 84.62 feet to the South line of Willow Drive; thence S 86°24'25"E along said South line of Willow Drive, 174.56 feet to the West line of Wisconsin Avenue; thence S 03°08'52"W along said West line of Wisconsin Avenue, 268.05 feet to the point of beginning.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

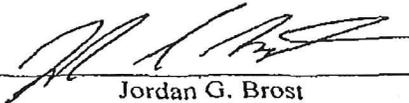
That I have made such survey, land division and plat by the direction of the Wisconsin Department of Transportation, the Village of Plover and Keller, Inc.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinances of the Village of Plover in surveying, dividing and mapping the same.

Dated this 12th day of October, 2015.




Jordan G. Brost
P.L.S. No. S-3009

PORTAGE COUNTY CERTIFIED SURVEY MAP

VILLAGE BOARD APPROVAL CERTIFICATE

Resolved, that the Certified Survey Map of Keller, Inc., in the Village of Plover, owner is hereby approved by the Village Board.

Date 10/20/15

Approved [Signature]

Date 10/20/15

signed [Signature]

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Plover.

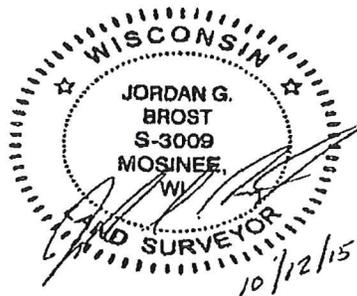
[Signature]
Karen M. Swanson, Village Clerk

STATE OF WISCONSIN
COUNTY OF PORTAGE

I, Karen Swanson, being the duly elected, qualified and acting Clerk of the Village of Plover, Portage County, do hereby certify that the Village Board of the Village of Plover passed resolution number 9-28-15 on October 7, 2015, authorizing me to issue a certificate of approval of the final Certified Survey Map of Keller, Inc., client, upon satisfaction of certain conditions, and I do hereby certify that all conditions were satisfied and the approval was granted and effective on the 7th day of October, 2015.

Dated 10/20/15

[Signature]
Karen M. Swanson, Village Clerk



Prepared by:
Point Of Beginning, Inc.
5709 Windy Drive, Suite D
Stevens Point, WI 54482

Prepared for:
Keller, Inc.
Attn: Vern Nystrom
3044 Village Park Drive
Plover, WI 54467

~~Document Number~~

ATTACHMENT #3



8 0 8 3 7 5 3
Tx:4068417

814661

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
02/01/2016 1:20 PM

REC FEE: 30.00
PAGES: 3
FEE EXEMPT:

This space is reserved for recording data

Return to
WisDOT NC Region, Rhinelander Office
Real Estate Section
510 N. Hanson Lake Road
Rhinelander, WI 54501

Tax Parcel # 173-42-0701

Easement agreement between the Wisconsin Department of Transportation and the Village of Plover, shown as a 20' wide permanent utility easement as shown on certified survey map #10728 recorded as document number 811720 in the Portage County register of deeds.

See Attached

PERMANENT VILLAGE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Wisconsin Department of Transportation, their successors and assigns hereinafter "Grantor", hereby grants to the Village of Plover, a municipal corporation, its successors and assigns, hereinafter called "Grantee" a perpetual, non-exclusive easement in, on, over, under and across that certain real property in the Village of Plover, County of Portage, State of Wisconsin described as follows:

See 20' Wide Sanitary Sewer Easement "A" and 20' Wide Sanitary Sewer Easement "B" Certified Survey Map CSM #10728-49-8 attached hereto as Exhibit "A".

The easement granted herein is a right-of-way with the right, privilege, and authority to excavate for and construct, reconstruct, maintain, repair, replace, inspect and operate facilities for Village Utilities and includes the incidental rights to go upon the easement for the purpose of operating, maintaining, and repairing any such facilities. Such easement may be exercised by Grantee, its employees, agents, contractor and subcontractors.

No other private easements for utilities may be granted running in a parallel direction within the Village Utility easement. Easements for private utilities may cross the Village Utility easement in a perpendicular direction.

The grant of easement herein contained shall also include the right to remove from said easement any structure, trees, shrubbery, or other object or obstruction which in Grantee's opinion interferes with said facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof.

The Grantor does further covenant and agree that Grantor, their heirs, successors and assigns, shall not construct any permanent structure over or within that easement area described. The Grantor may install landscaping or blacktopping or similar improvements on the easement area.

The Grantee shall promptly refill any trenches in which Village Utility lines are laid, and shall restore the surface of the ground, and if the Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said Village Utilities, it will, as soon as said work is done, restore the surface of the ground to grade condition. Grantee shall remove all debris, spoils and equipment resulting from or used in connection with said installation or maintenance, other than debris and spoils due to improvements by Grantor. All work performed by the Grantee on said land will be performed in a proper workmanlike manner, and during the progress of the work the area will be properly safeguarded from said trenches. Unless otherwise provided by law, and subject to the limitations set forth herein, Grantee shall be responsible for costs related to installation and maintenance of said Village Utilities. Grantor shall be responsible for surface restoration costs for landscaping and blacktopping which are required to be removed by the Grantee for the purpose of maintaining the facilities for Village Utilities.

Grantee shall indemnify and hold Grantor harmless from and against all costs, damages and liabilities from Grantee's negligence in Grantee's entry onto Grantor's property or use of the easement herein contained.

Grantor covenants and represents to Grantee that Grantor is the owner of the above-described premises and has the right to convey an easement in the manner and form described above. This instrument and the covenants and agreements contained herein are binding upon the Grantor, their personal and legal representatives, heirs, and assigns, and insures to the benefit of Grantee. This easement shall run with the land.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed this 26 day of January, 2016.

BY: *Barbra Skibinski*
(Barbra Skibinski)

BY: *Stephanie Jaacks*
(Stephanie Jaacks)

STATE OF WISCONSIN)
PORTAGE COUNTY)^{SS}

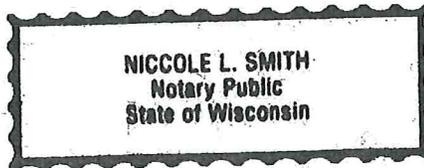
Personally came before me this 26 day of January, 2016, the above named Brent L Stella, Real Estate Supervisor for the Wisconsin Department of Transportation to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Brent L Stella 1-26-16
Brent L Stella

Notary Public Oneida County, Wisconsin

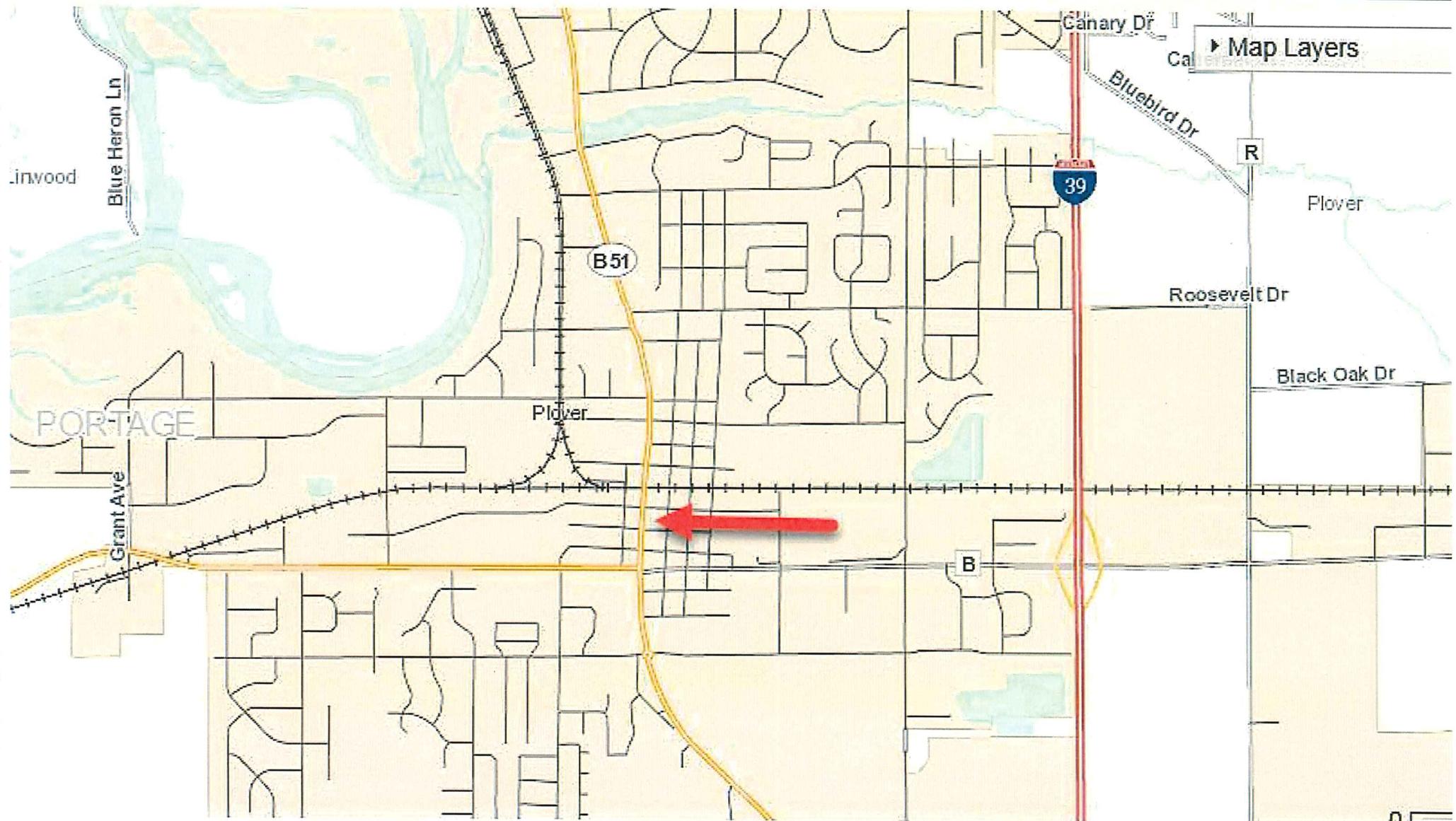
My commission expires 4-7-17

Nicole L. Smith
Nicole L. Smith



ATTACHMENT #4 MAPS

Query Layer: Counties



Portage Co GIS Parcels 173-42-0703 & 173-42-0801



April 19, 2017

-  Address Points
-  Parcel Boundaries

Special Flood Hazard

-  Floodway, Base flood elevations determined
-  Floodfringe, 1% Annual flood hazard, Base flood elevations determined
-  Zone A, 1% Annual flood hazard, No base flood elevations determined

Road Labels

**Buildings on Lot
2 Razed**



**ATTACHMENT #5
PHOTOS**



Lot 2 and OL 2 from Wisconsin Avenue looking west to Post Road, with Green Drive at left in photo.



OL 2 looking south to Green Drive with Post Road to the right.



Lot 2 looking south to Green Drive (right) and Wisconsin Avenue (left).



Existing entrance (vacated alley) off Green Drive, showing OL 2 to the right and Lot 2 to the left.



OL 2 looking north up Post Road (Business 51, Plover).



Lot 2 looking north from Wisconsin Avenue. Photos taken 4-26-17.