Parceville WI Home Live Auction May 7th 11AM

N5846 Dunning Road Pardeeville, WI 53954

3 Bedroom / 2 Bathroom Home on 5.69 +/- Acres



AX ANA

Midwest Lifestyle Properties hameleauctions.com 608.617.9924

HAMELE

SERVICES









Pardeeville Wisconsin Home Auction May 7th 11am on site. List price is a suggested opening bid for property as a whole which IS NOT a contractual price. Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms and conditions at time of registration & high bidders will sign an offer to purchase. Buyers fee of 10% will be added to the high bid to determine total contract price. \$5000 non refundable down payment is required from high bidder day of auction. High Bid Subject to Sellerconfirmation within 48 hrs. Property is sold as is with no warranties. Closing to be on or before June 21st 2022. Seller will entertain offers prior to auction date under all auction terms.

Open House Dates are: Saturday April 16th 1-3PM, Saturday April 23rd 11-1PM & Wednesday April 27th 4-6PM











Table of Contents

1.Flyer with full description
2.MLS Sheet
3.Map
4-5.Soil Report
6-9. Terms and Conditions
10-11. Addenda to T&C
12-14. Addendum S
15-16. Taxes





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HAMELE AUCTION: 1325 W. Wisconsin St. Portage, WI 53901 608-742-5000. Wisconsin Realtor: Marty Griepentrog 608617.9924. Thinking of selling Real Estate or having an auction Call us for a free auction evaluation. We can help you with all of your real estate or auction needs! Visit us at www.HameleAuctions.com



Midwest Lifestyle Properties





ited Country Midwest Lifestyle Prope Pref: 608-617-9924 marty@hameleauctions.com www.hameleauctions.com

REALTOR

Midwest Lifestyle Properties

Real Estate

N5846 Dunning Rd

Columbia County, Wisconsin, 5.69 AC +/-







N5846 Dunning Rd

Columbia County, Wisconsin, 5.69 AC +/-







|D Boundary 5.81 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
BrB	Boyer fine sandy loam, 2 to 6 percent slopes	2.87	49.4	0	46	3s
WoC2	Wyocena loamy sand, 6 to 12 percent slopes, eroded	2.63	45.27	0	57	4e
BpD2	Boyer loamy sand, 12 to 30 percent slopes, eroded	0.3	5.16	0	32	6e
ВрВ	Boyer loamy sand, 2 to 6 percent slopes	0.01	0.17	0	45	3s
TOTALS		5.81(*)	100%	-	50.25	3.61

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

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

Grazing Cultivation

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

United County Midwest Lifestyle Properties and Hamele Auction Service P.O. Box 257, Portage, WI 53901 608-742-5000

REAL ESTATE AUCTION TERMS AND CONDITIONS With Buyer's Premium

THE UNDERSIGNED (herein "Bidder" or "Buyer", interchangeably, whether successful in purchasing the property or not) agrees to abide by all Terms and Conditions stated herein for the real estate auction whether conducted live, on-line, by conference call or in any other manner.

All Buyers are required to have a Bidder's number to bid. In order to obtain a number, bidders must give verifiable full name, address and phone number. Evidence of correct form and amount of deposit must be made in order to register for the auction.

All announcements made by the Auctioneer immediately prior to and during the auction will take precedence over all previously printed material and any prior oral statements relating to the auction of the property. The property which is the subject of the auction is located at N5846 Dunning Rd Town of Pacific Columbia County WI. <u>Parcel #s 11032-320 and 11032-319.B</u>

These Terms and Conditions will be attached to and become a part of the Offer to Purchase Real Estate, which will represent the final contracted terms of the sale. All registered Bidders agree by bidding at this action to abide by the terms and conditions set forth herein:

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

<u>Charles Janisch, Steven Janisch and Barbra Ferguson</u> ("Seller"), through a separate written Agreement to offer the Property at auction.

The Seller reserves the right to deny any person admittance to or expel anyone from the property or the auction for interference, nuisance, canvassing or solicitation.

The Seller reserves the right to add additional property or withdraw any portion or all of the property being offered at the auction.

CONTRACTS:

The successful Bidder must sign all documents and contracts, including without limitation a contingency free Offer to Purchase, as presented by Auctioneer immediately upon conclusion of the auction. Bidder acknowledges that all documents and contracts may be subject to Court or Seller approval or ratification to become binding upon the Seller. They are, however, binding upon Bidder immediately. **DEPOSITS:**

Immediately upon conclusion of bidding resulting in a successful sale, the high bidder shall pay to the Auctioneer a deposit of <u>\$5,000</u>. This deposit will be required in the form of a cashier's check or certified check. A personal or company check will only be accepted if Auction Company prior to Auction Closing.

BUYER'S PREMIUM:

A buyer's premium of ten percent (10%) shall be added to the successful Bidder's high bid and included in the total purchase price to be paid by the successful Bidder. Wire transfer is subject to a \$25.00 fee.

REAL ESTATE CLOSING:

Buyers must close all sale of real property on or before June 21st 2022 unless a different date is set forth by Auctioneer in the Offer to Purchase, in which case the terms of the Offer shall control. **Time is of the essence.** The entire purchase price must be paid by cashier's check or certified check, attorney's escrow check or wired funds at closing. Other terms and conditions of the closing of this sale of real property shall be controlled by the terms of the Offer to Purchase to be executed by the high bidder.

CONDITION OF SALE:

This property is sold in gross in all cases. If a subsequent survey shows a greater or lesser number of acres or square footage, this will not affect the purchase or purchase price.

AGENCY AND CONDUCT OF AUCTION:

The Auctioneer is acting as agent on behalf of the Seller only. Auctioneer may enter bids on behalf of internet or absentee buyers. The Auctioneer is not responsible for the acts of his/her agents or principals. During the bidding, the Auctioneer has the right to reject any raise that, in his opinion, is not commensurate with the value of the offering. In the event of any dispute between Bidders, the Auctioneer may determine the successful Bidder or re-offer and resell the property in dispute. Should there by any dispute after the sale, Auctioneer's determination of final sale shall be conclusive.

RIGHTS:

All announcements made the day of sale take precedence over any prior written or verbal terms of sale. Buyers will acquire properties subject to the rights of all parties in possession. If any conditions contained herein are not complied with by the Buyer, United County Midwest Lifestyle Properties and Hamele Auction Service may, in addition to asserting all remedies available by law, including the right to hold defaulting Buyer liable for the purchase price, either (a) cancel the sale, retaining as liquidated damages any payment made by such Buyer, (b) resell the property at public auction; or (c) take such other action as it deems necessary or appropriate. The retention of the Bidder's deposit shall not limit any rights or remedies of United County Midwest Lifestyle Properties and Hamele Auction Service or the Sellers with respect to the Buyer's default. If the property is resold, the original defaulting Buyer shall be liable for payment of any deficiency in the subsequent purchase price and all costs and expenses, the expenses of both sales, reasonable attorney fees, commissions, incidental damages and all other charges due hereunder. **JURISDICTION:**

The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State of Wisconsin. By bidding at an auction, whether present in person or by agent, by written bid, or other means, the Buyer shall be deemed to have consented to the exclusive jurisdiction of the state and federal courts sitting in the State of Wisconsin. Buyer agrees that (irrespective of the location of the auction, the property or the place of execution of this document) venue for any state court litigation interpreting or enforcing this document or any matter relative to this auction shall be in Columbia County, Wisconsin.

ADDITION TO OR WITHDRAWAL FROM SALE:

The Seller reserves the right to withdraw from sale the property listed and also reserves the right to group one or more properties into one or more selling lots or to subdivide into two or more selling lots. The Seller additionally reserves the right to cancel the auction sale at any time.

INSPECTIONS:

Bidders acknowledge by their participation in the auction that they have had sufficient opportunity to make independent inspection(s) of the property prior to bidding and executing the Offer to Purchase Real Estate. Bidders acknowledge that they have, prior to the commencement if bidding, had the opportunity to perform inspections and testing on the property at their own expense. Bidders must rely solely upon Bidder's own investigation of the property and not any information provided by the Seller, Broker or Auctioneer, or their respective agents, employees, officers or representatives. Failure of a Bidder to be fully informed on the condition of the property will not constitute grounds for any adjustments to purchase price, right to cancel sale or other cause of action. Buyer agrees hereby to waive the opportunity to conduct future testing or additional inspections of the property and acknowledges that testing or inspection will not be allowed as a contingency under the Offer to Purchase.

REPRESENTATIONS:

All information provided to Buyers was obtained from sources believed to be reliable and is believed to be correct. However, the Auctioneer, Broker and Seller do not make any representations or warranties as to accuracy or completeness of any information provided. Bidder hereby represents, warrants and agrees that Bidder has not relied upon any information regarding the Property (including, without limitation, advertising materials, warranties, statements or announcements) provided by Seller, Broker or Auctioneer, or their respective agents, employees, officers or representatives.

REAL ESTATE BUYER'S AGENTS:

Real estate agents who register as buyer's agents will qualify for a 2% commission, calculated on the successful Bidder's high bid. The agent's properly registered Buyer must be the successful Bidder at the auction, and the Buyer must pay for and settle on the property. No agent shall be entitled to any commission on account of any sale to that agent; rather, agent, if purchasing the property as an investment for agent will receive an incentive fee of 0% of the successful Bidder's high bid. Agent must register his or her prospective Buyer on a form provided by Auctioneer with the signature of the agent and the prospective Buyer, the agent's real estate license number, identification of the property, and Agency Disclosure Statement. Buyer Broker Registration Form must be submitted to Auctioneer 24 hours **prior** to bidding. Agents much accompany their Buyer to the auction.

TITLE INSURANCE:

The property shall be sold with a Title Insurance Policy issued at Seller's cost.

FINANCING:

The property is not being offered subject to financing. The Offer to Purchase executed by the high bidder shall not contain a financing contingency.

ENVIRONMENTAL DISCLAIMER:

The Auctioneer, Broker and/or Seller make no warranties with respect to the existence or nonexistence of any pollutants, contaminates or hazardous waste prohibited by federal, state or local law. Buyer hereby represents that it has made its own environmental audit or examination of the premises and accepts the property in its current condition, as is.

ADDENDA:

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

AUCTIONEER IS NOT RESPONSIBLE FOR ANY MISTAKES MADE IN AUCTION ADVERTISEMENTS

DAY OF SALE ANNOUNCEMENTS TAKE PRECEDENCE OVER ALL OTHER ADVERTISING PROPERTY SOLD "AS IS WHERE IS" WITH ALL FAULTS & NO WARRANTEE OTHER THAN CLEAR TITLE DEED

ACCEPTANCE OF TERMS AND CONDITIONS:

The undersigned Bidder affirms he has read, understands and accepts the terms of the auction; and that if there are any risks, he accepts them wholly as his own and holds the Seller, Broker and Auctioneer harmless and without blame.

Name:

Email:

Address:

Phone Number(s): Home: Cell:

Buyers Signature

Buyers Signature Bidder Number:

Addenda to Terms & Conditions Relating to Live Onsite Auction N5846 Dunning Rd Town of Pacific Columbia County WI May 7th 2022 11:00am

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

<u>Bidders</u>: Bidder will be required to sign This Addenda to Terms & Conditions, Auction Terms and Conditions and a bid registration on or before the live auction on subject property starts.

Terms of Purchase: Property is being offered and/or sold in AS-IS condition, free and clear of all liens or judgments. Seller only warrants good title & deed as a Warranty Deed. Seller will allow buyer to purchase GAP insurance endorsement at Buyer's Expense. Buyer will be required to pay a \$5,000 nonrefundable down payment along with a signed non-contingent Offer to Purchase and this document and the Terms and Conditions of Auction will be made part of the Offer to Purchase Closing to take place on or before June 21st 2022 at seller's choice of title companies. Seller will allow buyer(s) to purchase the property with 1031 Exchange funds. \$5,000 nonrefundable down payment will be a buyer credit on the closing statement to be signed by buyer(s) and seller(s). If high bid is not approved and accepted by seller, buyer will have the \$5,000 downpayment returned.

Inspections/Condition: Bidders acknowledge by their participation in the auction that they have had the opportunity to make all independent inspections of the properties prior to bidding and executing an Offer to Purchase Contract. All property sold will be sold "AI-IS WHERE IS"-WITH ALL FAULTS with no contingencies. Bidder is responsible for verifying all measurements, taxes, special assessments, property condition, environmental issues, and all other facts or statements regarding real property. Seller, Auction Company nor Real Estate Brokers involved in the sale of this property do not any knowledge of Lead Base Paint and have not tested for Lead Base paint, Bidder is allowed to test for lead base paint prior to auction at own time and expense, the results and/or reports of the inspection are for the bidder's information only and shall not be shared with any other parties. Bidder has the opportunity for inspections bidder sees fit prior to auction at own bidder's time and expense, the results and/or reports of the inspection are for the bidder's information only and shall not be shared with any other parties. Buyer Waives Right to receive a Real Estate Condition Report and/or Vacant Land Disclosure. THE PROPERTY, INCLUDING IT'S SOILS AND GROUND WATERS AND ALL IT'S BUILDINGS AND OTHER IMPROVEMENTS, IS SOLD IN IT'S PRESENT CONDITION AS-IS, WITHOUT ANY REPRESENTATION OR WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. BUYER HEREBY FOREVER AND IRREVOCABLY RELEASES ANY AND ALL CLAIMS AGAINST SELLER, AUCTIONEER(S), BROKER(S) RELATED TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON ANY ENVIROMENTAL LAW.

Property will be offered as follows: Property well be offered in the following as one price. \$5,000 nonrefundable down payment. High Bid is subject to seller's confirmation within 48 hrs of auction ending. Property is sold as is with no warranties. Closing to be on or before June 21st 2022. Seller will entertain offers prior to auction day. Seller will also have the right to accept an offer prior to auction date and cancel scheduled auction.

Broker Participation: Auction Company to pay 2% of high bid price to a broker who procures a buyer to a successful closing. Broker must sign and return Broker Participation Form to Auction Company no later than 24hrs prior to auction. Fax 608-742-5004 or email <u>travis@hameleauctions.com</u> Brokers purchasing for themselves or entity in which they are an owner/member will not receive the Broker Participation Fee. No Exceptions.

<u>All announcements</u>: made by the Auctioneer(s) before or during the Auction will take precedence over all previously printed materials, electronic materials and any oral statements relating to the auction dated May 7th 2022.

This addenda is dated:_____

Bidders Signature(s)

Name Printed______

_____Name Printed______

OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

Page 1 of 3

LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a 1 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from 2 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in 3 young children may produce permanent neurological damage, including learning disabilities, reduced 4 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular 5 risk to pregnant women. The seller of any interest in residential real property is required to provide the 6 buyer with any information on lead-based paint hazards from risk assessments or inspections in the 7 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or 8 inspection for possible lead-based paint hazards is recommended prior to purchase. 9 Disclosures and Acknowledgments made with respect to the Property at N5846 Dunning Rd Pardeeville WI 10 , Wisconsin. 11 Note: See Seller Obligations at lines 27 - 54 and 55 - 112. SELLER DISCLOSURE AND CERTIFICATION. 12 (1) SELLER DISCLOSURES: (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or 13 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: 14 15 (Explain the information known to Seller, including any additional information available about the basis for the determination 16 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.") 17 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all 18 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property: 19 20 (Identify the LBP record(s) and report(s) (e.g. LBP abatements, 21 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.") 22 (2) SELLER CERTIFICATION: The undersigned Seller has reviewed the information above and certifies, to the best of their 23 knowledge, that the information provided by them is true and accurate. 24 Ferguan March 28. 2022 arbara X. 25 (Date) (ALL Sellers' signatures) ▲ Print Names Here ► 26 Seller Obligations under the Federal Lead-Based Paint Disclosure Rules 27 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A, 28 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.) DISCLOSURE REQUIREMENTS FOR SELLERS. (a) The following activities shall be completed before the Buyer is obligated under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this 29 30 31 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities. 32 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead In Your Home (EPA 33 34 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA. 35 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based 36 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional 37 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based 38 39 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling). 40 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any 41 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available 42 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any 43 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis 44 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or 45 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling). 46 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports 47 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. 48 This requirement includes records or reports regarding common areas. This requirement also includes records or reports 49 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or 50 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. 51 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer 52 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting 53 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer. 54 United Country Midwest Lifestyle Properties, 1325 W Wisconsin St. Portage WI 53901 Janisch auction Travis Hamele Phone: 608-697-3349 Fax:

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ECERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE. (a) Seller requirements. Each contract to sell target 55 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English, 56 Spanish): 57

(1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

58 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified 59 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead 60 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, 61 reduced intelligence quotient, behavorial problems, and impaired memory. Lead poisoning also poses a particular risk to 62 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on 63 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known 64 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to 65 purchase. 66

(2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of 67 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the 68 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information 69 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination 70 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint 71 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.). 72

(3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller 73 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no 74 such records or reports are available, the Seller shall so indicate. 75

(4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet, A statement by the Buyer affirming receipt 76 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA. 77

(5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either: 78 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity. 79

(6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing, 80 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under 81 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure 82 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes 83 the required activities. Buyer's agents paid solely by Buyer are exempt. 84

(7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84) 85 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures. 86

DEFINITIONS: 87

Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure. 88

Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as 89 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance 90 with any applicable legal requirements. 91

Buver means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred 92 to in the singular whether one or more).

93 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision 94 of a report explaining the results of the investigation.

95 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square 96 centimeter or 0.5 percent by weight.

97 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated 98 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces 99 100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls, 102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate 104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1) 105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection; 106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5) 107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in 109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular

110 whether one or more). Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless 111 112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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113 AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.

114 **(1) ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) CERTIFICATION: The undersigned agents have reviewed the information above and certify, to the best of their 118 knowledge, that the information provided by them is true and accurate.

110	(X)		
119 120	(Agent's signature)	Print Agent & Firm Names Here >	(Date) 🛦
120	(Agent's signature)	Thirtigent of thirtianies there y	

(Agent's signature) A Print Agent & Firm Names Here >

123 BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency). (a) Before a Buyer is 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties 125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of 126 lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may waive the opportunity 127 to conduct the risk assessment or inspection by so indicating in writing.

128 BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.

129 (1) LEAD-BASED PAINT INSPECTION CONTINGENCY: [Buyer to check one box at lines 131, 147 or 148. If no box is 130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 LEAD-BASED PAINT INSPECTION CONTINGENCY: This Offer is contingent upon a federal or state certified lead 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within 135 ______ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report 137 and notice to the listing broker, if any. A proposed <u>amendment will not</u> satisfy this notice requirement.

138 RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to 139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP, 146 in conformance with the requirements of all applicable law.

147 D Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 Duyer waives the opportunity for a LBP inspection or assessment.

149 (2) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBP pamphlet, Protect Your 150 Family from Lead in Your Home, may be found at https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.

151 Note: More information about electronic consent can be found at https://www.wra.org/ecommerce/.

152 (3) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's 153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received 154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment 155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, to the best of their 157 knowledge, that the information provided by them is true and accurate.

158 (X) (Date) A (Buyers' signatures) ▲ Print Names Here ► 159 160 (X) (Date) A (Buvers' signatures) A Print Names Here > 161

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Drafted by Attorney Debra Peterson Conrad 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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Janisch auction

(Date) A

TOWN OF PACIFIC MARK ZIMMERMAN, TREAS. P.O. BOX 857 PORTAGE, WI 53901

1023939/11032 320 CHARLES A JANISCH JANISCH, STEVEN D, ET AL. N5846 DUNNING ROAD PARDEEVILLE WI 53954

COLUMBIA COUNTY - STATE OF WISCONSIN PROPERTY TAX BILL FOR 2021 REAL ESTATE

Janisch, Charles A Janisch, Steven D

Parcel Number: 11032 320 Bill Number: 1023939

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

N5846 Dunning Rd

Sec. 25, T12N, R9E PCL IN NE 1/4 SW 1/4 COMM AT PT WHERE S LN MCQUEEN PROP. INTERSECTS CTR LINE D. ROAD 55 25' E 175 FT; TH 365' 10" E; 175' N; W 380' TO BEG. Evelyn Mae Janisch retains life estate

1.490 ACRES

ASSESSED VALUE	ASSESSED VALUE	TOTAL ASSESSED	AVERAGE AS	SSMT. NF	Γ ASSESSED	ΝΕΤ ΡΡΟΡΕΡΤΥ ΤΑΥ
LAND 42,000	IMPROVEMENTS 75,000	VALUE 117,000	0.7337603	VA	406927	NET PROPERTY TAX 1375.50
			0.7557005		400927 OT reflect credits)	
ESTIMATED FAIR MARKET	ESTIMATED FAIR MARKET	TOTAL ESTIMATED		C alta a la	axes also reduced	
VALUE LAND	VALUE IMPROVEMENTS	FAIR MARKET VALUE	A star box m	in uns have be	ol levy tax credit	
57,200	102,200	159,400	unpaid year ta		94.65	
	2020	2021		2021		
TAXING JURISDICTION	EST. STATE AIDS ALLOCATED TAX DIST.	EST. STATE AIDS ALLOCATED TAX DIST.	2020 NET TAX	2021 NET TAX	% TAX CHANGE	
Columbia County	209,628	219,549	677.40	712.94	5.2%	
Town of Pacific	869,067	868,592	-301.01	-270.71	-10.1%	
Portage Community School	2,582,325	2,673,190	998.44	1,074.83	7.7%	
MATC	239,450	268,728	124.39	129.06	3.8%	
TOTAL	3,900,470	4,030,059	1,499.22	1,646.12	9.8%	TOTAL DUE: \$1,375.50 for full payment pay by: JANUARY 31, 2022
FIRST DOLLAR CREDIT LOTTERY AND GAMING NET PROPERTY TAX	CREDIT		-58.98 -144.54 1,295.70	-59.52 -211.10 1,375.50	0.9% 46.0% 6.2%	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.
		RMATION PURPOSES ONLY litional Taxes Year Increase	<i>,</i>	· · ·		Total Additional Taxes Year Increas
Taxing Jurisdiction		to Property Ends	Taxing Jurisdicti	ion	Taxes	Applied to Property Ends
Portage Community School	587,958 38	30.73 2026				
PAY 1ST INSTALLMENT OF	\$582.20	PAY 2ND INSTALLMENT	OF:	\$793.30	PAY FULL	AMOUNT OF: \$1,375.50
BY JANUARY 31, 2022	 	BY JULY 31, 2022			BY JANUA	RY 31, 2022
AMOUNT ENCLOSED	İ	AMOUNT ENCLOSE	ED		AMOUNT	ENCLOSED
MAKE CHECK PAYAB TOWN OF PACIFIC MARK ZIMMERMAN, TRE P.O. BOX 857 PORTAGE, WI 53901		MAKE CHECK PA COLUMBIA COUNTY STACY L OPALEWSKI PO BOX 198 PORTAGE, WI 53901		IL TO:	TOWN OF	MMERMAN, TREAS. 857
TOWN OF PACIFIC MARK ZIMMERMAN, TRE P.O. BOX 857		COLUMBIA COUNTY STACY L OPALEWSKI T PO BOX 198		JL TO:	TOWN OF MARK ZIN P.O. BOX 8 PORTAGE PIN# 11032 JANISCH, 0	PACIFIC MMERMAN, TREAS. 357 9, WI 53901

TOWN OF PACIFIC MARK ZIMMERMAN, TREAS. P.O. BOX 857 PORTAGE, WI 53901

1023938/11032 319.B CHARLES A JANISCH JANISCH, STEVEN D, ET AL. N5846 DUNNING ROAD PARDEEVILLE WI 53954

COLUMBIA COUNTY - STATE OF WISCONSIN PROPERTY TAX BILL FOR 2021 REAL ESTATE

Janisch, Charles A Janisch, Steven D

Parcel Number: 11032 319.B Bill Number: 1023938

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

Sec. 25, T12N, R9E PCL IN NE 1/4 SW 1/4; COM @ PT WH S LN MCQUEEN PROP INTERS DUNN RD. S5 26' E175'; 363 FT10' E TO POB; E1069';N175'; W1069'; S175' TO POB Evelyn Mae Janisch retains life estate

4.200 ACRES

ASSESSED VALUE LAND 4,400	ASSESSED VALUE IMPROVEMENTS 0	total assessed value 4,400	AVERAGE ASSMT. RATIO 0.733760355	NET ASSESSED VALUE RATE 0.01406927 (Does NOT reflect credits)		NET PROPERTY TAX 61.90
ESTIMATED FAIR MARKET VALUE LAND 6,000	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 0	total estimated fair market value 6,000	A star in this box means unpaid prior year taxes.	by scho	axes also reduced ol levy tax credit 7.32	
TAXING JURISDICTION	2020 EST. STATE AIDS ALLOCATED TAX DIST.	2021 EST. STATE AIDS ALLOCATED TAX DIST.	2020 NET TAX	2021 NET TAX	% TAX CHANGE	
Columbia County Town of Pacific	209,628 869,067	219,549 868,592	25.47 -11.32	26.81 -10.18	5.3% -10.1%	
Portage Community School MATC	2,582,325 239,450	2,673,190 268,728	37.55 4.68	40.42 4.85	7.6% 3.6%	
TOTAL	3,900,470	4,030,059	56.38	61.90	9.8%	TOTAL DUE: \$61.90 for full payment pay by: JANUARY 31, 2022
FIRST DOLLAR CREDIT LOTTERY AND GAMING NET PROPERTY TAX	CREDIT		0.00 0.00 56.38	0.00 0.00 61.90	0.0% 0.0% 9.8%	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.
Taxing Jurisdiction	Total Additional Total Add Taxes Applied	RMATION PURPOSES ONLY litional Taxes Year Increase to Property Ends	Voter Approved Tempo Taxing Jurisdiction	orary Tax In	creases Total Additional Taxes	Total Additional Taxes Year Increas Applied to Property Ends
Portage Community School	587,958	14.32 2026				
PAY 1ST INSTALLMENT OF	\$61.90	PAY 2ND INSTALLMENT	OF: \$0).00 		AMOUNT OF: \$61.90
BY JANUARY 31, 2022 AMOUNT ENCLOSED		BY JULY 31, 2022 AMOUNT ENCLOSE	ED AMOUNT ENCLOSED			
MAKE CHECK PAYAB TOWN OF PACIFIC MARK ZIMMERMAN, TRE P.O. BOX 857 PORTAGE, WI 53901		MAKE CHECK PAY COLUMBIA COUNTY STACY L OPALEWSKI T PO BOX 198 PORTAGE, WI 53901	XABLE AND MAIL T	O:	TOWN OF	MMERMAN, TREAS. 857
PIN# 11032 319.B JANISCH, CHARLES A BILL NUMBER: 1023938		PIN# 11032 319.B JANISCH, CHARLES A BILL NUMBER: 1023938				2 319.B CHARLES A BER: 1023938
INCLUDE THIS STUB WI		IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII				HIIII IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII





Marty Griepentrog 608.617.9924









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