

**AUCTION TERMS AND CONDITIONS
FOR SALE OF VACANT REAL ESTATE ON
N. CRYSTAL LAKE ROAD, BEAVER DAM, WISCONSIN**

The Auction Terms and Conditions are set forth on this page and the Earnest Money Receipt and Purchase Agreement.

PROCEDURE: The sale of the vacant real estate located at N. Crystal Lake Road, Beaver Dam, Wisconsin shall be through live auction only. The high bidder shall be determined through competitive bidding. The Auctioneer has the discretion to determine bidding increments. Should any dispute arise between bidders, the Auctioneer shall have the right to decide whether to accept one bid over others, or whether to re-offer the property that is in dispute. The auction shall be recorded and the Auctioneer's records shall be conclusive in all respects. The Auctioneer will leave bidding open until all bidders have had the opportunity to make their highest and best bid. Announcements made at the Auction by the Auctioneer take precedence over any and all oral representations or printed materials.

SALE SUBJECT TO CONFIRMATION: This sale is subject to confirmation by Seller. High bids at Auction may not be accepted and may not result in a sale. The high bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the Auction, pending confirmation of sale.

EARNEST MONEY: A total deposit of 10% of the total purchase price will be required on all parcels. Earnest money may be in the form of a cashier's check, personal, or corporate check with a Bank Letter of Guarantee, if unknown to the

Auction Company. Bidding is NOT contingent upon financing.

CLOSING: Closing shall occur, and the balance of the total purchase price must be paid, no later than October 21, 2019. Closing shall take place at a location agreed-to by Buyer and Auctioneer. Seller will provide an Owner's Title Insurance policy and Warranty Deed. Buyer shall take title with any and all encroachments, encumbrances, or defects in title. Seller will pro-rate taxes and pay transfer fee. Buyer shall pay customary closing fees charged by title company. 1031 Land Exchanges will be accepted, however, any additional charges shall be at Buyer's expense.

POSSESSION: Buyer may not take possession of property until after Closing. Crops expected to be harvested prior to closing so no lease pro-ration.

PROPERTY SOLD WITHOUT WARRANTY: All dimensions and descriptions are approximate only and based upon the information available and subject to possible variation. Property acreage taken from County tax information and County GIS service. Photos and maps may not be to scale and may not depict the current condition of the property. Buyer is responsible for verifying acreage and dimensions, if important. 2018 property taxes are based upon online County records and may not be accurate. All bidders should inspect the properties and review all pertinent documents and information available. Each bidder is responsible for their own evaluation of the property and

shall not rely upon the Seller, Seller's Agents, or the Auctioneer. All information should be investigated and verified by bidders. EACH PROPERTY WILL BE SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. Any representation or warranty that may exist is expressly disclaimed by Seller, Seller's Agents, and Auctioneer.

Neither the Seller, Seller's Agents nor Auctioneer make any warranties or representations about the existence of non-existence of any pollutants, contaminants, hazardous waste, or any condition that may give rise to any action by any government entity. Each bidder is responsible for inspecting the property prior to purchase to determine conditions and whether the property is suitable for intended use.

AGENCY DISCLOSURE: Wilkinson Auction and Realty Co., LLC is representing the Seller.

BUYER'S AGENTS: Seller is not paying any commission to Buyer's Agents or Seller Sub-Agents. Seller is offering to pay \$500 to a Buyer's Agent under these conditions:

- Buyer's Agent is a licensed real estate salesperson or broker associated with a licensed firm;
- Buyer's Agent provides an executed Buyer's Agency Agreement to Auction Company prior to commencement of the Auction and accompanies the Buyer to the Auction; and

- Buyer's Agent must remain Buyer's point person for receiving and transmitting documents through closing process and Buyer closes on parcel.