AUCTION TERMS AND CONDITIONS
FOR SALE OF REAL ESTATE LOCATED AT
850 COOK-MCFALL ROAD, REWEY WI

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

PROCEDURE: The sale of the property located at 850 Cook-McFall Road, Rewey, Wisconsin shall be through live auction only. The high bidder of 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-open the bidding. 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, printed materials, or online 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: An earnest money deposit of $25,000 per property shall be required from the high bidder on the day of the auction. Earnest money may be in the form of a personal check. Bidding is NOT contingent upon financing.

CLOSING: Closing shall occur, and the balance of the total purchase price must be paid, no later than December 1, 2026, unless a survey and rezone cannot be completed by that date. In that case, closing shall be as soon as reasonably possible after the survey and rezone are complete and the transaction can legally close.

Closing shall take place at a location agreed-to by Buyer and Auctioneer. Seller will provide a Warranty Deed, an owner's title insurance policy, and a gap endorsement. Seller will pro-rate taxes and pay transfer fee. Buyer shall pay recording fee. Buyer shall pay its own financing and/or 1031 Land Exchanges fees and charges. Each side shall pay any fees charged to it by the closing title company.

POSSESSION: Buyer may not take possession of property until after Closing.

PROPERTY SOLD WITHOUT WARRANTY: All acreage, dimensions, and descriptions are approximate only and based upon the information available and subject to possible variation. Property acreage taken from County tax information. Photos and maps may not be to scale and may not depict the current condition of the property.

This Property has been available for inspection for over thirty days. Buyer is responsible for verifying acreage and dimensions, if important. 2025 property

taxes are based upon online County records and may not be accurate. All bidders must 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 in any advertisements should be investigated and verified by bidders.

THE PROPERTY IS SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, GUARANTEES, 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.