

WISCONSIN DEPARTMENT OF TRANSPORTATION
North Central Region
Wisconsin Rapids

SEALED BID SALE
OF
EXCESS STATE-OWNED PROPERTY

LOCATION OF SITE: 20 Menard Plaza, South of Stewart Avenue

City of Wausau
Marathon County, Wisconsin

SEALED BID DATE

Monday December 21, 2009
1:00 p.m.

1681 Second Ave South
Wisconsin Rapids WI, 54495
Conference Room 136

Department of Transportation
North Central Region
1681 Second Avenue South
Wisconsin Rapids, WI 54495
Phone: 715-421-8350

GENERAL INFORMATION APPLYING TO ALL EXCESS LAND SALES

The Department of Transportation urges you to visit and inspect the property you are interested in before you bid. All property will be conveyed on an "as is" basis. Ignorance of any condition of the property will not allow you to withdraw or adjust a bid after it is opened or accepted.

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

GENERAL INFORMATION ABOUT PROPERTY OFFERED FOR SALE

1. Location: Street address of: 20 Menard Plaza, East of 28th St, North of STH 29/USH 51, South of Stewart Avenue
2. Tax Key No. - 291-2907-342-0934
3. Area of Site - 2.48 Acres, more or less.
4. Legal Description - Part of CSM 2591, Vol. 10 Pg 64 located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 34 T29N, R7E City of Wausau, Marathon County, Wisconsin Outlot 1 of CSM 15298
5. Present Zoning - B-2, Community Service District
6. Utilities available - All municipal utilities are located nearby, although they would need to be extended to the property.
7. Taxes or assessments levied against site - none of record.
8. Access: Access agreement would have to be developed with Menards who is owner of Menard Plaza a private road.

GENERAL TERMS OF SALE

1. Deadline for Bid Opening

It shall be your duty as bidder to see that your bid is delivered within the time and at the place prescribed in this bulletin. No bids received after the time fixed in this invitation for the opening of bids will be considered and those bids will be returned unopened.

2. Award of Bid

After payment of the full bid price, the Department of Transportation will award title to the property to the bidder whose bid conforms to the terms and conditions stated in this bulletin and which recites the highest acceptable dollar value over the stated minimum bid. In the event that two or more high bids are received that are equal in all respects, the selection will be made by a lottery limited to the tied bidders.

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 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

Bidders will be notified by mail of the acceptance or rejection of their bid within twenty (20) business days after the day of bid opening.

5. Contract for Sale

The high bid, when accepted by the Department of Transportation, shall constitute an agreement for sale between the successful bidder and the State. Such agreement shall constitute the whole contract to be succeeded only by the recording of the formal conveyance instrument unless modified in writing and signed by both parties. Neither oral statements nor 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 of Transportation. Any assignment transaction without such consent shall negate the sale. (See Item 7 below.)

6. Grounds for Rejection of Bids

The Department of Transportation expressly reserves the right to reject any or all bids when deemed as irregular or when such bid(s) are in an amount less than the published minimum bid based upon the state's appraised fair market value. Bids containing any qualifying or contingent clauses not mentioned in this bulletin may be declared irregular and rejected. Minor irregularities in the bid form such as misspelled words, may be waived and the bid accepted.

7. Default and Forfeiture of Bid Deposit

Any default by the successful bidder in the performance of the contract of sale created by mutual acceptance shall forfeit the bid deposit and the State shall take such actions as it deems necessary and appropriate to enforce and/or conclude the sale including legal redress, awarding

title to the next highest acceptable bidder or re-advertising the site for sale.

8. Transfer of Title

Transfer of title to the property to the successful bidder will be by a Quit Claim Deed. The deed will be executed by the Department of Transportation on behalf of the State of Wisconsin and will recite approval of the Governor as required by Section 84.09(5), Wisconsin Statutes. The conveyance will include the deed restrictions as shown and included herein.

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 Marathon County Register of Deeds for these fees along with the final parcel payment. Said fees are \$13.00. 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 Delivery of Deed

The successful bidder shall on the mutually agreeable date not later than Twenty (20) days after notification that all required approvals have been secured, tender to the Department of Transportation the balance of the purchase price. Upon receipt of that payment and the recording fees, the Department of Transportation will send the original Quit Claim Deed naming the successful bidder as grantee to the Register of Deeds office for recording. Upon our receipt of the recorded deed it will be forwarded onto the successful bidder.

11. Title Evidence

The buyer will assume the responsibility and expense for procuring any abstracts or title insurance which may be required. The Department of Transportation may furnish any abstracts or policies of title insurance it has at the time of sale.

12. Special Assessments

The buyer will assume the payment of any unpaid deferred charges or special assessments for public improvements levied against the parcel at the time of sale. Amounts of these outstanding charges will be disclosed in the bulletin, if known. In this case, no special assessments

have been levied against this property according to our records.

13. Real Estate Taxes

The buyer will be liable for all general real estate taxes levied against the parcel after title is transferred.

INSTRUCTIONS TO BIDDERS

1. Special Bid Forms

You must submit your bid on one copy of the special Bid Form provided in duplicate with this bulletin and furnish all information called for if sending in a sealed bid.

If your bid is submitted on other forms or it fails to furnish all information required, it may be rejected at the sole option of the Department of Transportation. Your bid should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing it and it must be manually signed by you or your agent in ink. You should retain the duplicate copy of the bid form.

2. Special Bid Envelope

Your bid form should be placed in the special envelope accompanying this proposal. Your name and address should be placed in the upper left hand corner of this envelope. No responsibility will be implied to any employee of the Department of Transportation for the premature opening of or failure to open a bid which is not properly addressed and placed in the special envelope attached to this bulletin. If the bid is mailed, the special bid envelope must be placed inside another envelope addressed to this office.

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/her 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 money order, certified check, or cashier's check payable to the "Treasurer, State of Wisconsin" in the amount of \$25,000.00. Failure to so 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 via U.S 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 Required

The acceptable minimum bid for the parcel being offered for sale in this bulletin is \$250,000.00. 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 equal to or over the above stated minimum figure. The minimum acceptable bid is based on the appraised fair market value.

6. Bid Must be Delivered by Deadline

Sealed Bids must be in the hands of North Central Region, Department of Transportation Real Estate Section, 1681 Second Avenue South, Wisconsin Rapids, WI 54495 before 1:00 p.m., Monday December 21, 2009 . 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.

IMPORTANT NOTICES

All sales of excess real estate for which the minimum required bid or the actual highest bid is \$3,000 or above must be approved by the Governor of the State of Wisconsin before the sale can close.

If you obtained this bid package from the WisDOT Website you did not get the envelope that is mentioned in this package. You can use your own envelope and clearly mark on the outside "Sealed Bid Sale of December 21, 2009, Project 1166-02-21, Parcel 13".

You may call 715-421-8350 with any questions.

LEGAL DESCRIPTION WITH RESTRICTIONS

A parcel of land described as Outlot 1 of Marathon County Certified Survey Map No. 15298 as recorded in Volume 69 of surveys on Page 40, being a part of the NW ¼ of the NW ¼ of Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin:

Said parcel described as all that land of said CSM 15298.

Said parcel contains 2.48 acres, more or less.

DEED RESTRICTIONS

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

ACCESS: There shall be no vehicular ingress or egress between the above described lands and the highway currently designated as USH 51/S.T.H. 29.

NOISE: "The lots of this land division may experience noise at levels exceeding levels in s. Trans 405.04, Table 1. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity."

All public and private utilities 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 for 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.

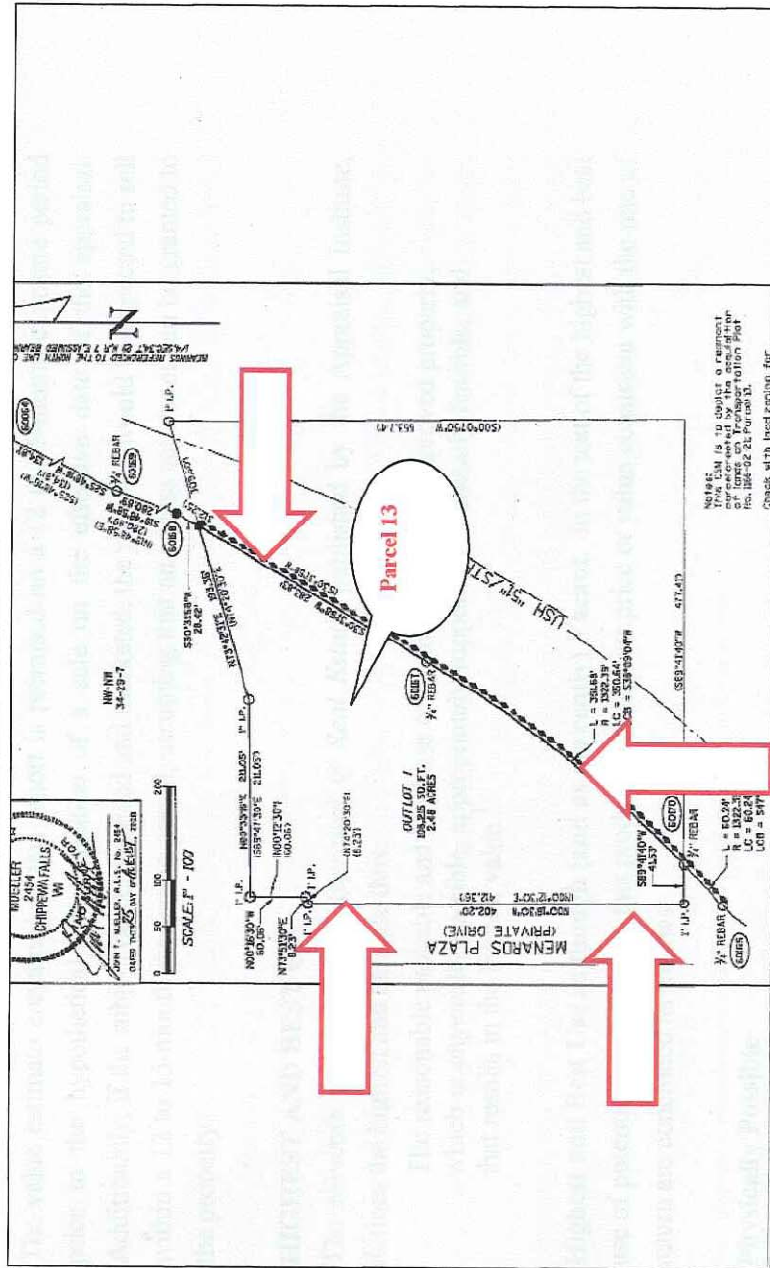
The above described lands shall be subject to all applicable zoning laws and/or ordinances.

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

These covenants, burdens and restrictions shall run with the land and shall forever bind the grantee, its heirs, successors and assigns.

THE PROPERTY

SUBJECT SITE- CSM #15298



Subject Property- Parcel 13

OFFICIAL BID FORM FOR PURCHASE OF STATE-OWNED EXCESS PROPERTY

Bid Opening 1:00 PM Monday, December 21, 2009

Project I.D. 1166-02-21, Parcel 13

Parcel Area: 2.48 Acres, more or less

20 Menard Plaza, South of Stewart Ave, East of 28th St.
City of Wausau
Marathon County, Wisconsin

(1 of 2 Copies)

I hereby submit a bid of _____ Dollars(\$_____) for the above parcel subject to the terms and conditions previously described in the bulletin.

Payment Schedule:

This bid is accompanied by a bid deposit in the form of a certified check, cashier's check or money order in the amount of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars. Check to be made payable to Treasurer, State of Wisconsin. In the event of any default by successful bidder in the performance of the contract sale created by acceptance of the bid, the deposit shall be forfeited and the Department of Transportation shall take such action as it deems necessary and appropriate to enforce the contract.

In the event this bid is accepted, the Quit Claim Deed should name the following as grantee(s):

(Include name of spouse, if applicable)

Name and Address of Bidder:

(Name of Bidder)

(Street Address) (Telephone)

(City) (State) (Zip Code)

ALL BLANKS MUST BE FILLED OUT

Place in envelope marked "Bid Sale of December 21, Project 1166-02-21, Parcel 13". Place in an additional envelope if you plan to mail the bid.

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