

**SPECIAL CONDITIONS OF BID –  
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ATTACHMENT A – VENDOR INFORMATION SHEET

ATTACHMENT B – REFERENCES SHEET

ATTACHMENT C – BID REQUIREMENTS SHEET

ATTACHMENT D – EXAMPLE OF FIRST PAGE OF DOCUMENTS FROM TITLE COMPANY

ATTACHMENT E – PROPERTY LAYOUT MAP EXAMPLE

ATTACHMENT F – BID PRICE SHEET

## 1. GENERAL INFORMATION AND SCOPE

The Wisconsin Department of Transportation (WisDOT or DOT), through its Purchasing Unit (Purchasing), requests bids to establish contracts for the purchase of real estate title search services for its highway improvement program statewide. Contracts will be established for each individual county and WisDOT intends to establish contracts with up to 5 bidders per county. The contracts resulting from this bid will be administered by the Wisconsin Department of Transportation Division of Transportation System Development (DTSD) regions.

The work includes completing tasks and activities to establish a Marketable Title including ownership and encumbrance reports for parcels identified on projects.

**If you have satellite offices, each office providing services MUST bid separately.**

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these Special Conditions of Bid. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, Purchasing reserves the right to delete that specification or condition of bid. Failure to meet specification requirements shall disqualify your bid.

**Retain a copy of these Special Conditions of Bid for your files.** Should you receive an award, these Special Conditions of Bid become your contract terms and conditions.

Definitions:

The following definitions are used throughout the RFB documents:

Agency means the Wisconsin Department of Transportation

Bidder/Vendor means a company or individual submitting a bid response to this RFB

Contractor means bidder awarded the contract

Department means the Wisconsin Department of Transportation

DVB means Wisconsin –Disabled Veteran-Owned Business is a business certified by the Department of Commerce under s. 560.0335(3).

DOT or WisDOT means the Wisconsin Department of Transportation

Marketable Title means a title that is free from encumbrances and any reasonable doubt as to its validity. A title that is free from reasonable doubt in law and in fact; not merely a title valid in fact, but one that can be readily sold or mortgaged to a reasonably prudent purchaser or mortgagee.

Parcel as referred to in this document, as defined by the Department, may include more than a single tract of land embraced within a particular description by including all contiguous tracts in a common ownership. Contiguous lots in a platted subdivision in common ownership constitute a single parcel. The term "parcel" does not mean a tax parcel. The right-of-way parcel may include numerous tax parcels. Some parcels will be simple searches and some will be complex. A WisDOT

parcel is one contiguous piece of land owned by the same party; it could encompass several tax parcels. The work will average out on a project.

Parcel Map means the highlighted page from the county plat book.

Price Per Parcel means price per WisDOT parcel, not per Tax Parcel. A WisDOT parcel is one contiguous piece of land owned by the same party; it could encompass several Tax Parcels. In the event a party owns two pieces of non-contiguous property on a project, then they would be considered two parcels. WisDOT assigns a parcel number to each WisDOT parcel (there can be a Parcel 3 of Project X, and a Parcel 3 of Project Y).

Price Per Project means price per WisDOT Project ID.

Project Map means a preliminary plat if we have one.

Tax Map means showing all of the tax parcels in a municipality, with all boundaries and tax parcel ID numbers.

Tax Parcel means a piece of land identified by a unique tax identification number.

Tax statement means a computerized copy of a statement of taxes from the Treasurer's Office, which includes: tax description, owner's name and address, name and address of party that is billed, complete tax parcel number, abbreviated property description, volume and page, taxes for current year, full market value and assessed value.

MBE means Wisconsin-certified Minority Business Enterprise is a business certified by the Department of Commerce under s. 560.036(2).

State means the State of Wisconsin

## 2. **CONTRACT TERM**

The contract start date shall be no earlier than September 1, 2013, and expire August 30, 2016, or three years after the contract start date. Any extension must be authorized by mutual agreement of the vendor and WisDOT.

## 3. **QUESTIONS**

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Purchasing Agent named below of such error and request modification or clarification of the bid document.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to the purchasing agent shown on the bid cover sheet and below as soon as possible, but no later than **May 8, 2013**. **No questions shall be accepted or answered by phone.** Purchasing will respond to questions by issuing an official addendum, posted on VendorNet.

Any correspondence or submitted documents must include the bid number. **Preferred e-mail method to: Beth Blanchar, [beth.blanchar@dot.wi.gov](mailto:beth.blanchar@dot.wi.gov).**

- 12.6 Bidder must be able to complete the required title search services within 90 days of the request for a typical WisDOT project with 30-50 parcels.
- 12.7 Bidder must disclose if any State of Wisconsin employee would provide services relating to the agreement resulting from this solicitation. See Supplemental Standard Terms and Conditions, section 4.0, Dual Employment or 5.0, Employment.
- 12.8 Awarded contractor must provide WisDOT Purchasing a Certificate of Insurance and maintain the minimum limits specified prior to issuance of a Purchase Order. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A1, and signed by an authorized agent.

### 13. CONTRACT QUANTITIES

**WisDOT does not guarantee a work commitment within any county.** Approximately 2,000 property parcels are annually acquired by WisDOT. Each acquisition requires establishment of a Marketable title. The DOT's Regional Real Estate Offices manages the projects.

### 14. SPECIFICATIONS

The following specifications are minimum acceptable requirements for the services needed. Bid specifications may not be revised without an official written addendum issued by Purchasing.

The primary work to establish documentation of a Marketable Title will be performed by the awarded Contractor(s). Each WisDOT regional office will specify on a project by project basis which services below will be required.

Items 13.1 – 13.8 below must be provided to WisDOT in electronic format. Preferred electronic methods include an area on the Contractor's website or on WisDOT's FTP site or drop zone. Other electronic delivery methods may be acceptable if approved by the person requesting the title information. **Paper copies will not be accepted.**

#### 14.1 **Preliminary Ownership Report**

The Contractor will provide WisDOT with an electronic copy of a Preliminary Ownership Report. All reports shall reference WisDOT's Project Identification number, and will include the following:

1. Names and addresses of all present owners, including mailing address and property address.
2. Tax maps of all properties abutting the specified highway(s), including complete corresponding Tax I.D. #'s. This data shall be compiled in sequential order in south to north and west to east direction.

#### 14.2 **Ownership Report**

The Contractor will provide WisDOT with an electronic copy of an Ownership Report. All reports shall reference WisDOT's Project Identification number and parcel number if provided by WisDOT. Reports shall be compiled in numerical sequential order by WisDOT's parcel number, if provided, or sequential order by south to north and west to east direction. All reports will include the following:

- a) Names and addresses of all present owners, including mailing address and property address.
- b) A copy of the last conveyance (deed, land contract, etc.) that conveys title to the present owner. If conveyance's legal description (including any exceptions therein) contains a

reference to another deed, or to a Certified Survey Map, plat of survey, Subdivision Plat, Assessor's Plat, or Transportation Project Plat, a copy of the same shall also be included. Copies will be large enough, and clear enough, to be read easily.

- c) Copy of Tax Map, if available.

#### **14.3 Updated Title Search Report**

The Contractor will provide WisDOT with an electronic copy of the updated searches, indicating for each parcel the changes that have occurred from the original title search report, title search commitment, or previous update. All updates shall reference WisDOT's Project Identification number and parcel number. Updates shall list any changes in ownership that have occurred since the original search or previous update, as well as any new mortgages, satisfactions, judgments, and liens, including delinquent real estate taxes, state and federal tax liens, and future special assessments. Updates shall include a copy of the most recent tax statement(s), and copies of all conveyances, maps, mortgages, liens, etc. that are identified in the updated search.

#### **14.4 Title Search Report**

The Contractor will provide WisDOT with an electronic copy of a Title Search. All searches shall reference the Project Identification number and parcel number if provided by WisDOT. Searches shall be compiled in numerical sequential order by WisDOT's parcel number, if provided, or sequential order by south to north and west to east direction. All searches will include the following:

- a) Names and addresses of all present owners, including mailing address and property address.
- b) A copy of the last conveyance (deed, land contract, etc.) that conveys title to the present owner. If conveyance's legal description (including any exceptions therein) contains a reference to another deed, or to a Certified Survey Map (size of map is to be 8 ½ "x 14"), plat of survey, Subdivision Plat, Assessor's Plat, or Transportation Project Plat, a copy of the same shall also be included. Copies will be 8 ½ "x 14".
- c) Copy of Tax Map, if available.
- d) Full search of title is required on only that land that WisDOT identifies. All other contiguous ownership shall be shown with tax maps and descriptions. Assessed values and acreage amounts shall be listed in either case.
- e) Complete description of all land in the conveyance quoted, which includes the parcel searched, with recording data (including volume, page, document number and tax key number).
- f) Easements of record for the following counties:  
Kenosha, Walworth, Racine, Milwaukee, Waukesha, Ozaukee and Washington counties

A list of all easements of record including encumbrances such as utilities (including maps/exhibits), secondary highways and dedications, including those that to beyond 80 years. Search shall be done for the total years but only requires a copy of the current owner's deed and any other deeds, mortgages, easements, etc. that affect that parcel.

For all counties **not indicated above:**

A list of all easements of record, including encumbrances such as utilities, secondary highways and dedications, includes those that go beyond 60 years. Search shall be done for the total years, but only requires a copy of the current owner's deed and any other deeds, mortgages, easements, etc. that affect that parcel.

- g) Copies of all easements of record, as identified in line "f" above. Include all parts of utility easements, including maps/exhibits
- h) A list of all active mortgages, judgments, and liens, including delinquent real estate taxes, state and federal tax liens, and future special assessments. This includes reporting of financing statements (UCCs).
- i) Copies of all active mortgages, judgments, and liens, as identified in line "h" above.
- j) A list of any deed restrictions referencing closure for contaminated sites.
- k) A copy of the latest Municipal page or Real Estate Tax statement from the Treasurer's Office.

Contracted companies will be required to go back as far as necessary per any project requirements. Bidder's price should bid an average cost for a report. Some will be simple and some will be complex. The work will average out on a project.

#### **14.5 Property Layout Map**

The Contractor will provide WisDOT with an electronic copy of a Property Layout Map for all properties abutting the specified highway(s). The map must include a corresponding property owner name, complete Tax I.D. number, title search number (if Contractor uses them), and joint ownership crossties for all adjoining properties under the same ownership as the subject parcel. All maps shall reference WisDOT's Project Identification number. This data shall be compiled in sequential order in south to north and west to east direction. See example in Attachment E.

#### **14.6 Additional Billable Items**

Miscellaneous materials and services that the District will identify as needed (e.g., recording a document with the Register of Deeds). Fees charged by the Register of Deeds to record a document shall be reimbursed by WisDOT for actual costs by evidence of a receipt from the supplier, attached to Contractor's invoice.

Cost of all copies of documents, as described under each Item, shall be included in the fee for each Item.

#### **14.7 Information provided by Regional Offices when orders are placed for searching**

Each Regional Office provides different information when orders are placed. Generally, they provide a copy of a plat map from the county plat book. The plat map includes the section/town/range numbers, property lines, and names of property owners. Some Regional Offices also outline or highlight the total area containing the properties needing searching. The Regional Office is not able to provide a tax key # or legal description at the time we order the initial searches for a project.

#### **14.8 If a project encompasses more than one county**

If a project encompasses more than one county, the county that has the majority of the searches within it would be the vendor who will receive the whole project if agreed to.

#### **14.9 Contracted work**

The decision to contract with a specific contractor will be at the discretion of WisDOT on a "project-by-project" basis. Beginning with the lowest cost awarded contractor of a particular county, WisDOT will consider availability of contractor's staff to complete the work in the allotted time and the contractor's staff ability to deal with the project's title search requirements.

## **15. CHANGES IN TITLE COMPANY OWNERSHIP**

If a Title Company sells out, is bought out or sells a portion of their company, the original Title Company must withdraw from any counties that their company is no longer able to provide service.

## **16. REPORTING AND RECORDKEEPING**

WisDOT and any federal agencies shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

The Contractor shall retain all records pertaining to this procurement for three (3) years after the final payment and any other pending matters are closed.

WisDOT may request reports of subcontractor activity relating to the contract resulting from this RFB. Reports will be in a format acceptable to WisDOT.

## **17. ORDER OF PRECEDENCE**

In the event of contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Award document
2. Official Purchase Order
3. Bid response as accepted by WisDOT

## **18. NEWS RELEASE**

News releases pertaining to this procurement or any part of the bid shall not be made without the prior approval of the agency.

## **19. LEGAL RELATIONS**

The contractor will at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

In carrying out any provisions of this agreement or in exercising any power or authority granted to the contractor thereby, there will be no personal liability upon the Department, it being understood that in such matters the Department acts as agency and representative of the State.

## **20. LIQUIDATED DAMAGES**

This shall be surety for fulfillment of the contract(s) including quality, performance and delivery under the terms of this Request for Bid. Liquidated damages shall consist of 1% per working day per line item for failure to deliver according to the vendor specified delivery schedule. Liquidated damages will be deducted from payments on the invoice covering the late shipments, if the invoice is of sufficient amount to cover the liquidated damages. If the invoice is not of a sufficient amount to cover the liquidated damages on a particular shipment, the agency will request cancellation of the invoice and a credit to cover the balance.

## **21. TERMS AND CONDITIONS**

The Standard and/or Supplemental Terms and Conditions provided with this document represent the terms and conditions which will apply to this contract. Vendors may not submit their own contract document as a substitute for these terms and conditions.

## **22. DEVELOPMENT OF DISADVANTAGED SUPPLIERS**

Federally funded projects are subject to federal regulations related to disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26. They shall have equal opportunity to participate in the performance of work resulting from this solicitation.

WisDOT is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses <http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>. Contractor shall make an effort to subcontract with minority, women-owned and otherwise small and disadvantaged businesses, as appropriate. Unified Certification Program Directory of certified DBE firms: <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>.

## **23. DEBARMENT**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government. Information on debarment is available at the following websites: <https://www.epls.gov> and <https://www.acquisition.gov/far>.

## **24. BYRD ANTI-LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

## **25. CLEAN AIR ACT**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

## **26. REPORTING AND RECORDKEEPING**

WisDOT and any federal agencies shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

The Contractor shall retain all records pertaining to this procurement for three (3) years after the final payment and any other pending matters are closed.



WisDOT may request reports of subcontractor activity relating to the contract resulting from this RFB. Reports will be in a format acceptable to WisDOT.

## 27. COMPLIANCE WITH LAWS

Projects which include federal funding must be carried out in accordance with Federal laws and regulations. The awarded vendor shall warrant and certify that in the performance of the resultant contract it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

## 28. SUBCONTRACTING OR THIRD PARTY PAYMENTS

All subcontracting **must** be pre-approved by WisDOT. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. The WisDOT will not pay any subcontractor or third parties directly.

## 29. FIRM PRICES

Pricing shall remain firm for the first two (2) years of the 3-year contract. Any increases proposed by the Contractor after the second year of the 3 year contract must be submitted in writing to WisDOT purchasing 60 days before the proposed effective date of the increase. Any cost increase must be fully documented and justified and subject to approval by WisDOT. If the cost increase is deemed unacceptable, WisDOT reserves the right to re-bid the contract in whole or in part. Acceptance or rejection of the price increases shall be in writing.

## 30. ORDERS

WisDOT may use the following methods to purchase from this contract:

- Specific (Contract Release) orders may be placed.
- Contract Release Orders, blanket-type, may be issued by Purchasing for the State's fiscal year time period, July 1 – June 30, to allow departmental personnel to call or fax for service against the order as needed.

## 31. INVOICING REQUIREMENTS

### Invoices/Purchase Order:

WisDOT must meet a statutory mandate to pay or reject invoices within 30 days of receipt by WISDOT. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below. Invoices must be submitted along with the title searches.

All invoices must be itemized showing:

- |                          |                                    |
|--------------------------|------------------------------------|
| a. purchase order number | d. complete product description as |
| b. vendor name           | stated on your bid.                |
| c. remit to address      | e. prices per the contract         |

### 32. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- 32.1 Please review section 13.0 and 24.0 of the Standard terms and Conditions of Bid. WisDOT may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor.

If the problem is service performance, contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor will be given a period of time to 'cure' the performance. If the performance does not improve contractor will be given 10 days written notice that the contract will be cancelled.

**Upon termination, WisDOT's liability will be limited to the pro rata cost of the services performed as of the date of termination.**

- 32.2 In the event the contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Department purchasing agent not less than 60 days prior to said termination. The contractor will, in turn, refund the Department, within 30 days of said termination, all payments made hereunder by the Department to the contractor for work not completed.
- 32.3 If at any time the contractor performance threatens the health and/or safety of WisDOT, WisDOT has the right to cancel and terminate the Contract without notice.
- 32.4 If the Contractor fails to maintain and keep in force the insurance as provided in #23.0 of the Standard Terms and Conditions, WisDOT has the right to cancel and terminate the Contract without notice.
- 32.5 If at any time a petition in bankruptcy shall be filed against the contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of contractor's property is appointed and such appointment is not vacated within 90 calendar days, WisDOT has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar days notice in writing of such termination.

### 33. CERTIFICATION FOR COLLECTION OF SALES AND USE TAX

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

### 34. CONFIDENTIALITY

Contractor acknowledges that some of the data and documentation it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information.

Contractor or its employees and subcontractors will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the

**ATTACHMENT D**

**(Example of first page of documents from Title Company)**

**The following information will be shown, in the order given, on the cover page(s) for Title Search Reports (item 14.4) and Updated Title Search Reports (item 14.3).**

DOT Project ID  
DOT Parcel Number (if provided)

Date prepared

1. Current owner(s), including the legal name as it appears on the last deed of record (e.g., "John M. and Jane L. Doe, husband and wife as survivorship marital property").
2. Property owner's mailing address.
3. All other parties of interest.
4. Property's address.
5. Tax Parcel ID.
6. A list of all active mortgages. Include date of mortgage, amount, and recording information.
7. A list of all judgments, property tax liens, state and federal income tax liens, etc. Include type of lien, date of levy, and amount. This includes reporting of financing statements (UCCs).
8. Abbreviated property description, or, if the copy of the attached last deed of record is illegible, a complete property description.
9. A list of all easements of record, including utilities and appropriate supporting documentation (drawings, maps, etc.).
10. Property tax information: assessed value of property (allocated between land and improvements), and latest year's tax amount.