

BID AND PURCHASE AGREEMENT

I/We _____ adult(s)

residing at _____
(address and phone)

("Purchaser") hereby agree to purchase Parcel Number _____ from the County of Lincoln subject to the terms and conditions set forth herein.

1. The purchase price (total amount) for the real estate shall be \$ _____. Bids must specify a fixed dollar amount as a purchase price. Purchaser agrees to pay the purchase price (less deposit) and deed recording fees in cash, cashier's check or money order within thirty (30) days of acceptance of this Bid and Purchase Agreement by the County of Lincoln.
2. Purchasers' performance may not be dependent on the happening of a contingency (e.g. financing, sale of real estate, etc.).
3. A deposit, in the form of cash, cashier's check or money order payable to the "County of Lincoln", in a sum equal to ten percent (10%) of the total purchase price, must accompany this Bid and Purchase Agreement. If this Bid and Purchase Agreement is accepted by the County of Lincoln and the Purchaser defaults, Purchaser shall forfeit this sum to the County of Lincoln.
4. Conveyance shall be by quit claim deed. A quit claim deed passes any title, interest or claim which the grantor may have in the real estate, but does not profess that such title is valid, nor does it contain any warranty or guaranty of title. Purchaser shall be the grantee.
5. No abstract of title or title insurance will be provided by the County of Lincoln to Purchaser.
6. Any special assessments, judgments or liens shall be the liability of the Purchaser.
7. The real estate shall be sold "as is – where is", and Purchaser must trust his/her own inspection. Lincoln County makes no representations as to (without limitation by enumeration) zoning and planning laws or regulations, land use, dimensions or actual legal boundaries of the land, acreage, access to the land, topography of the land, drainage patterns of the land and neighboring properties, wetlands on the property, floodplain areas, soil type or quality, water supply or quality, or other natural or man-made features or characteristics of the real estate. Lincoln County makes no representations as to the availability of community services such as sewage disposal, waste disposal, electricity, natural gas/fuel oil/propane gas, road maintenance, snow plowing, police protection, fire protection or other services or conveniences. Lincoln County will not undertake the responsibility for inspection, replacement, repair, remediation and/or clean-up of wells, septic systems, holding tanks, mound systems, structures, environmental hazards or pollution, or hazardous waste or materials located over, beneath, in or on the real estate.
8. If this sale is set aside for any reason in the future, the County of Lincoln's liability to Purchaser is limited to the return of the purchase price. Purchaser shall have no further recourse against the County of Lincoln.

9. The County of Lincoln reserves the right to reject any and all bids or to accept those it deems in good faith to be most advantageous to the County of Lincoln.

Criteria used by the County of Lincoln in determining the acceptance of a bid may include:

- a. Adequacy of the bid price
- b. The proposed use of the real estate
- c. Whether the land will be subject to real estate taxes
- d. The sale which is most advantageous to Lincoln County.

The County of Lincoln may give preferential consideration to bids submitted by former owners or his/her heirs, or adjacent property owners.

10. If Lincoln County determines that two (2) or more of the bids are acceptable, the bids are equal, all criteria is met and either or all sales would be equally advantageous to the County, the sale of said property will be determined by coin flip with the winner being awarded the parcel at the price he/she bid.
11. Any time constraint set forth herein may be extended at the discretion of the County of Lincoln.
12. The County of Lincoln reserves the right to waive irregularities, informalities and technical defects in bid proposals.
13. This Bid and Purchase Agreement (and Invitation to Bid) constitutes the entire agreement between the Purchaser and County of Lincoln, and no oral statements or promises shall be valid or binding.

Dated this _____ day of _____, 20____.

BIDDER(S)/PURCHASER(S):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

If you are the successful bidder/purchaser please indicate below how you wish the grantees name(s) to appear on the deed:

THIS BID AND PURCHASE AGREEMENT MUST BE FULLY COMPLETED, LEGIBLY WRITTEN OR TYPED, AND MAY NOT BE ALTERED. THIS BID AND PURCHASE AGREEMENT, AND DEPOSIT, MUST BE SEALED IN AN ENVELOPE, LABELED "LAND BID – PARCEL NUMBER: _____" AND DELIVERED TO AND RECEIVED BY THE FORESTRY, LAND & PARKS DEPARTMENT @ 801 N. SALES STREET – SUITE 106, MERRILL, WI 54452 BY THE DATE INDICATED.