

BID AND PURCHASE AGREEMENT

Bidder/Purchaser Information (Printed Legibly)

Name _____

Address _____

Tax Bill Mailing Address (if different) _____

Phone _____

Email _____

Bidder/Purchaser hereby agrees to purchase Parcel Number (not P.I.N.) _____ 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 a 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 **cashier's check or money order** payable to the "Lincoln County Forestry, Land & Parks", 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 County may have in the real estate on to the purchaser. It contains no title covenant and thus offers the grantee no warranty as to the status of the property title. The purchaser shall be the grantee, who is entitled only to whatever interest the grantor (County) actually possesses at the time the transfer occurs.
5. County has obtained ownership of the subject parcel(s) via statutory tax deed procedure. Purchaser has undertaken whatever due diligence s/he deems appropriate to understanding the tax deed procedure and its' implications for this land purchase.
6. No abstract of title or title insurance will be provided by the County of Lincoln to Purchaser.
7. Any current years taxes, special assessments, judgments or liens shall be the liability of the Purchaser.
8. The real estate (and any improvements) 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.

9. 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.
10. 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. Whether the bidder owns other property which is in tax delinquent status
 - e. The sale which is most advantageous to Lincoln County.

The County of Lincoln may give preferential consideration to bids submitted by adjacent property owners.

11. 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.
12. Any time constraint set forth herein may be extended at the discretion of the County of Lincoln.
13. The County of Lincoln reserves the right to waive irregularities, informalities and technical defects in bid proposals.
14. 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. Consider carefully and/or consult with an attorney regarding the title/designation you desire, e.g. survivorship marital property, tenants-in-common, trust name, etc. We cannot provide legal advice to you. State below EXACTLY how you desire the quit claim deed convey to you and please print legibly:

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.