

MENOMINEE COUNTY BID AND PURCHASE AGREEMENT

Revised: 16 Sep 2016
(Supersedes All Previous Editions)



I/We _____, adult(s) residing at _____ and having a daytime phone number of (_____)_____, ("Purchaser") hereby agree to purchase Parcel Number _____, Fire/Lot Number: _____ (if known), from the County of Menominee (the "COUNTY") subject to the terms and conditions set forth herein.

1. I am (we are):

Not claiming family preference;

Claiming family preference, for I am the—

Spouse

Father

Mother

Grandparent

Brother

Sister

Child

Grandchild

of the former property owner. The former property owner's name and phone number is:

Name: _____ (_____)_____

Attached is documented proof of my claim of family preference.

(Note: Unsupported/unverifiable claims will not be eligible for "family preference")

2. The purchase price (total amount) for the real estate shall be \$_____. Bid must specify a fixed dollar amount as a purchase price. Purchaser agrees to pay the purchase price (less deposit) and deed recording fees by cashier's check, bank draft, or money order within thirty (30) days of acceptance of this Bid and Purchase Agreement by the COUNTY.
3. I/We will | will not be using the property as homestead property.
4. If two or more people are to be listed on the deed, how will the property be held: **Joint Tenancy** (e.g., equal ownership, all owners on one deed, and survivors receiving share of decedent's interest; usual type of ownership for husband and wife) or **Tenancy in Common** (e.g., each owner receives a deed to his/her own fractional percentage of the property).
5. Purchasers' performance may not be dependent on the happening of a contingency (e.g. financing, sale of real estate, etc.).
6. A deposit, in the form of cash, cashier's check or money order payable to the "County of Menominee", in a sum equal to \$250.00 of the total purchase price, must accompany this Bid and Purchase Agreement. If this Bid and Purchase Agreement is accepted by the COUNTY and the Purchaser defaults, Purchaser shall forfeit this sum to the COUNTY.
7. 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.
8. No abstract of title or title insurance will be provided by the COUNTY to Purchaser.
9. Any special assessments, judgments or liens shall be the liability of the Purchaser.
10. The real estate shall be sold "as is – where is", and Purchaser must trust his/her own inspection. 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

Bid and Purchase Agreement

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. 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. 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.

- 11. If this sale is set aside for any reason in the future, the COUNTY’s liability to Purchaser is limited to the return of the purchase price. Purchaser shall have no further recourse against the COUNTY.
- 12. The COUNTY 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. Criteria used by the COUNTY in determining the acceptance of a bid may include:
 - a. Adequacy of the bid price;
 - b. Family relationship to the former property owner;
 - c. 10-day waiver option contained in the deed; and
 - d. The sale which is most advantageous to the COUNTY.
- 13. The COUNTY will give preferential consideration to bids submitted by family members of the former owners if such bid is within ten percent (10%) of the highest bid.
- 14. If the 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.
- 15. Any time constraint set forth herein may be extended at the discretion of the COUNTY.
- 16. The COUNTY reserves the right to waive irregularities, informalities and technical defects in bid proposals.
- 17. If the property contains a deed restriction granting the Menominee Indian Tribe of Wisconsin (the “Tribe”) a 10-day waiver, the COUNTY is required to provide the Tribe the opportunity to match the successful bid that was conditionally awarded. If the Tribe matches the successful bid, conditional approval of the successful bid will be summarily withdrawn and the sale shall be awarded to the Tribe.
- 18. This Bid and Purchase Agreement (and Invitation to Bid) constitutes the entire agreement between the Purchaser and the COUNTY, and no oral statements or promises shall be valid or binding.

Dated this ____ **Day of** _____, **201** ____.

BIDDER(S)/PURCHASER(S)

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

***** REMEMBER TO FILL OUT COMPLETELY, SIGN AND DATE, AND ATTACH DEPOSIT *****

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 COUNTY TREASURER, W3269 COURTHOUSE LANE, P.O. BOX 279, KESHENA, WI 54135 BY THE DATE INDICATED.