

BID AND PURCHASE AGREEMENT

I, We _____
adult(s) residing at _____
_____ (“Purchaser”) hereby agree to
purchase Parcel Number _____ from the Waupaca County subject to
the terms and conditions set forth herein.

1. The purchase price for the real estate shall be \$ _____. Purchaser agrees to pay the purchase price (less deposit) in cash or by certified check or bank draft within 30 days of acceptance of this Bid and Purchase Agreement by Waupaca County.
2. Purchaser’s 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 a certified check, cashier’s check, or money order payable to Waupaca County in a sum equal to the purchase price shall be included with any sealed bid for a newly listed or advertised property. A deposit, in the form of a certified check, cashier’s check, or money order payable to Waupaca County in a sum equal to ten percent (10%) of the purchase price, must accompany all other bid and purchase agreements submitted for consideration. If this bid and purchase agreement is accepted by Waupaca County and Purchaser defaults, Purchaser shall forfeit ten percent (10%) of the purchase price to Waupaca County.
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 contains any warranty or guaranty of title. Purchaser shall be the grantee.
5. No abstract of title, title insurance, or survey will be provided by Waupaca County to Purchaser.
6. Purchaser is responsible for paying any recording fee and/or any transfer fee required to complete this transaction.
7. The real estate shall be sold “as is”, and Purchaser must trust her/his own inspection. Waupaca County makes no representations as to zoning and planning laws or regulations, land use, dimensions or actual legal boundaries of the land, 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. Waupaca 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. Waupaca 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. The real estate is sold subject to all easements, rights of way, and restrictions of record.
9. The Purchaser shall have an evaluation of any existing private onsite wastewater treatment system completed and written report submitted to the Waupaca County Sanitarian's Department within 15 days of the date of the scheduled closing.
10. If this sale is set aside for any reason in the future, Waupaca County's liability to Purchaser is limited to the return of the purchase price. Purchaser shall have no further recourse against Waupaca County.
11. Waupaca 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 Waupaca County. Every bid less than the appraised value of the property shall be rejected the first time real estate is listed for sale. Bids for less than the appraised value may be accepted for subsequent listings at the discretion of the Waupaca County In Rem Property Committee.

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

1. Adequacy of the bid price;
2. The proposed use of the real estate;
3. Whether the land will be subject to real estate taxes; and
4. The sale which is most advantageous to Waupaca County.

Waupaca may also give preferential consideration to bids submitted by former owners and/or their heirs, or adjacent property owners.

12. If Waupaca County determines that two (2) or more of the bids are acceptable, the bid prices 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 "lots" with the winner being awarded the parcel at the price they bid.
13. Any time constraint set forth herein may be extended at the discretion of Waupaca County.
14. Waupaca County reserves the right to waive irregularities, informalities and technical defects in bid proposals.

16. Acceptance of a bid by Waupaca County shall constitute an agreement for sale between Waupaca County and the successful bidder. The successful bidder will be notified of acceptance by letter from Waupaca County.
17. This Bid and Purchase Agreement constitutes the entire agreement between the Purchaser and Waupaca County and no oral statements or promises shall be valid or binding.

Dated this ____ day of _____, 20__.

BIDDER(S)/PURCHASER(S)

Signature: _____
Print Name: _____ Phone
Number: _____

Signature: _____
Print Name: _____ Phone
Number: _____

***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 opaque envelope, labeled "Bid for Tax Delinquent Real Estate – Parcel No. _____" and timely delivered to and received by the Waupaca County Treasurer's Office, 811 Harding Street, Waupaca, Wisconsin 54981.