

101 E. Wilson Street  
2nd Floor  
PO Box 8943  
Madison, WI 53708-8943

608 266-1370 INFORMATION  
608 266-0034 LOANS  
608 267-2787 FAX  
bcpl.wisconsin.gov

Jonathan Barry, *Executive Secretary*

## Terms and Conditions of Land Sale

1. Properties Offered – The properties offered for sale are described on the Land Sale Advertisement. BCPL makes no representations or warranties regarding the properties other than those representations and warranties shown on this document and the Land Sale Advertisement. The properties are being sold subject to the reservations described in Wisconsin Statutes Section 24.11(3). The properties are also subject to any county or local zoning or building ordinances. BCPL does not warrant or guarantee the usability of or access to any of the properties offered. Prospective bidders should do their own research as to the access to and use of the properties for their intended purpose and make a personal inspection of the properties to determine if it will be suitable for the purposes for which it is being purchased. All properties are sold “as is.”
2. Minimum Bid Price – The minimum bid prices are as shown on the Land Sale Advertisement. No bids will be accepted and no sales will be made for less than the minimum bid price indicated.
3. Deposit – A deposit of fifteen percent (15%) in the form of a cashier's check or money order payable to the Board of Commissioners of Public Lands must accompany the bid. Deposits from unsuccessful bidders will be returned within ten (10) business days of the auction date.
4. Deadline for Bid Opening – It shall be the duty of the bidder to see that their bid is delivered to the BCPL Lake Tomahawk office before the bid due date indicated on the public notice. No bids received after this time will be accepted and will be returned unopened. Bidders are welcome to attend the bid opening but attendance is not mandatory.
5. Award of Bid – If a bid is submitted on the Land Sale Bid Form, conforms to the Terms and Conditions of Land Sale and recites the highest dollar value over the stated minimum bid, the BCPL will reserve the parcel in the bidder's name for a period of 60 days, during which time the bidder shall complete the sale by payment of the outstanding balance and recording fees. In the event that two or more high bids are received that are equal in all respects, the selection will be made by a lottery limited to the tied bidders. The BCPL reserves the right to reject any and all bids and to withdraw the offered parcel from sale anytime prior to the bid opening.
6. Modification or Withdrawal of Bids – The BCPL will not entertain claims from bidders for withdrawal or modification of bids after the bid opening because of ignorance of the condition of the property offered for sale or misinterpretation of the terms and conditions of the sale. Submittal of a bid shall constitute knowledge by the bidder of all conditions, requirements and descriptions contained herein.
7. Notice of Acceptance or Rejection of Bids – Bidders will be notified by mail of the acceptance or rejection of their bid within ten (10) business days after the day of bid opening.

8. Contract for Sale – The highest bid, when accepted by the BCPL, shall constitute an agreement for sale between the successful bidder and the BCPL. Such agreement shall constitute the whole contract unless modified in writing and signed by both parties, to be fulfilled by the recording of the formal conveyance instrument. Neither oral statements nor representations made by or for or on behalf of either party shall become part of such contract; nor shall the contract or any interest therein be transferred or assigned by the successful bidder without the written consent of the BCPL.
9. Default – In the event of a default by the highest bidder in the performance of the contract for sale created by the BCPL's acceptance of their bid, BCPL shall retain such amounts of the deposit as are authorized by law and take such action as BCPL deems necessary and appropriate to enforce the contract. Those actions may include legal redress, awarding title to the second highest bidder or re-advertising the property for sale.
10. Transfer Instruments – A quit claim deed or land patent will be issued to the Purchaser conveying title to the property. BCPL may, at its option, provide successful bidders with an owner's title insurance commitment on the properties. BCPL will not provide a title insurance policy.
11. Property Taxes – All property taxes and assessments that become due and payable after the sale will be the responsibility of the Purchaser.
12. Recording Fees – The Purchaser is responsible for any recording fees.
13. Possession of Property – Purchasers may not take physical possession of the property bid upon until a patent or deed has been executed and delivered to the Purchaser.
14. BCPL and its employees may not bid – The board, and all persons employed by it or about any of its respective offices, are prohibited from purchasing any of the public lands, directly or indirectly, either in their own name or in the name of any other person in trust for them or either of them.