

7271 Main Street
PO Box 277
Lake Tomahawk, WI 54539-0277

(715) 277-3366 OFFICE
bcpl.wisconsin.gov

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 they will be suitable for the purposes for which they are 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 personal check, cashier's check, or money order payable to “Board of Commissioners of Public Lands” must accompany the bid. Deposits from unsuccessful bidders will be returned within ten (10) business days of the bid opening 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 opening, which will occur at the time and place stated in the Land Sale Advertisement. No bids received after the time stated in the Land Sale Advertisement will be accepted and any such bids 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 is the only bid that recites the minimum bid amount or in the case of multiple bids, recites the highest dollar value over the stated minimum bid, 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, selection will be made by a re-bid limited to the tied bidders. 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 – 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 or email 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 BCPL, shall constitute an agreement for sale between the successful bidder and 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 BCPL.
9. Default – In the event of a default by the highest bidder in the performance of the contract for sale created by 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 any of its respective offices, are prohibited from purchasing any of the public lands, directly or indirectly, either in their own name, their spouse's name, or in the name of any other person in trust for them or either of them.