

TERMS AND CONDITIONS

1. Burnett County makes no warranties concerning any property offered for sale. Property is being sold in its existing condition, as-is, subject to the following terms and conditions.
2. Minimum bid: in accordance with Section 75.69 of the Wisconsin Statutes all bids under the stated minimum price will be rejected.
3. The properties listed shall be sold by public auction. Such auction shall be commenced by the opening of the sealed bids for each parcel. (A sealed bid is one method of bidding; it is not required.) Bidding will then be opened up to the persons present at the auction. Each parcel will be sold to the highest bidder. Each parcel will be offered for sale in the same order as presented in the brochure.
4. To be considered, sealed bids must arrive by the beginning of the land auction addressed to: Tax ID # _____ Burnett County Clerk, Room 150 – Government Center, 7410 County Road K, 105, Siren, WI 54872. Sealed bids must include: Tax ID#, your name, address, phone number, signature, bid amount, payment in full on sales of \$500.00 or less, or a ten percent (10%) earnest money deposit on sales of more than \$500.00.
5. A sale shall consist of one Tax ID#. The only exception is when the county has combined parcels under one minimum bid amount.
6. All sales of \$500.00 or less shall be paid in full on the day of sale. Payment may be made in cash or by check. If the purchase price is over \$500.00, an earnest money deposit in the amount of ten percent (10%) of the purchase price shall be due on the day of sale. The balance is due within forty-five (45) days.
7. Financing through Burnett County is available on sales of five thousand dollars (\$5,000.00), or more, in accordance with the following conditions: In the event the purchaser wishes to purchase on a standard form land contract, he/she shall make a down payment of 25% of the purchase price; 10% on the day of sale and an additional 15% within forty-five (45) days. The remaining balance due shall be amortized over a period of five (5) years and shall accrue interest, from the date of sale, at an annual rate of 10%. All payments shall be made annually upon the anniversary date of the sale of such property. Partial releases shall not be given on land contracts. The purchaser shall be subject to the terms stated on the standard form land contract with a sixty-day (60) default period.
8. Sales must be completed within forty-five (45) days. If, due to the fault of the purchaser, said sale is not completed within the said 45 days, Burnett County may keep all monies paid by the purchaser as liquidated damages, and Burnett County may then sell said property to another purchaser.
9. All sales of tax deeded properties shall be by quitclaim deed. Burnett County will not provide a warranty deed, abstract or title insurance.
10. All land contracts or quitclaim deeds shall be recorded at the purchaser's expense. Purchaser shall be entitled to take possession of the property upon the recording of the land contract or quitclaim deed.
11. Purchaser shall be responsible for all real estate taxes due on the property for the year of the sale.
12. All properties will be sold subject to recorded easements and covenants, zoning ordinances, or governmental regulations.
13. Burnett County shall retain all mineral rights in all sales of tax deeded properties, except where such mineral rights may already be previously reserved in a third party not affected by such tax deed.
14. Burnett County makes no warranty or guarantee, expressed or implied, as to the accuracy of the information contained in this brochure or in any other printed material. All measurements, sizes, or locations stated are approximate and are provided only to assist purchasers in their investigation of the property.
15. If you want to be certain of the status of title to any parcel being sold, you should have an attorney conduct an examination of the pertinent records for you.
16. Purchasers are encouraged to investigate the condition of property and explore all applicable regulations prior to sale date.
17. The location and establishing of property boundaries will be the obligation and expense of the purchaser.
18. Any and all costs and expenses that might be required for procurement of access rights and/or development of said access will be the obligation of the purchaser.
19. Any announcements made the day of sale, including but not limited to: the withdrawal of parcels identified, encumbrance to any property offered, or modifications to the terms and conditions stated herein, take precedence over any printed material.
20. In the event no bid is received which is at least equal to the minimum bid value of the advertised properties, the County is authorized to sell for any amount any land previously advertised for sale after advertising the sale of such land by publication of a class 1 notice.