

## **BID NOTICE AND INSTRUCTIONS**

### **BIDS FOR THE PURCHASE OF REAL ESTATE LOCATED IN THE TOWN OF RED RIVER, KEWAUNEE COUNTY, WISCONSIN**

The Town of Red River is conducting a sealed bid sale of real estate which is located in the Town of Red River, Kewaunee County, Wisconsin, and is accepting bids until **Wednesday, February 16, 2022, at 4:00 p.m.** The real estate being offered for sale is a parcel legally described as follows:

LEGAL DESCRIPTION: The West Twenty-seven (27) acres of Southwest Quarter (SW ¼) of Southeast Quarter (SE ¼) located in Section Thirty (30), Township Twenty-five (25) North, Range Twenty-three (23) East, Town of Red River, Kewaunee County, Wisconsin.  
Tax Parcel No.: 31 018 30.152

### **ALL BIDS ARE DUE NO LATER THAN WEDNESDAY, FEBRUARY 16, 2022 AT 4:00 PM**

#### **A. BID PROCEDURES**

1. Sealed Bid Sale.

The above described parcel is being sold via a sealed bid process. **Sealed bids must be received by Wednesday, February 16, 2022, at 4:00 p.m. at Town of Red River, E0505 County Road S, Luxemburg, WI 54217.** The Town of Red River will not accept any bids after that date and time. Bids must be submitted in a sealed envelope marked "Sealed Bid For Real Estate Purchase" and all bidders must provide in the sealed envelope:

- a. The Bid Form (attached).
- b. A cashier's check or other form of certified funds totaling at least 10% of the participant's bid; NO personal checks will be accepted.

2. Disqualifications.

Any of the following shall automatically disqualify a bid:

- a. The Bid Form is received without correct deposit amount or in unacceptable method of funds.
- b. The Bid Form is not completed in full, submitted and manually signed.
- c. The Bid Form is received after 4:00 p.m. on February 16, 2022.

3. Bid Opening.

The Town of Red River reserves the right to reject any and all bids, to waive any and all technicalities or accept any bid which the Town of Red River deems advantageous to the Town of Red River. The selected bid shall tentatively be named the successful bidder who will be notified in writing by the Town of Red River. The bidder so notified MUST, within five (5) business days of receipt of written notification, properly complete, sign and return a purchase agreement. The funds submitted with the bid shall be declared the earnest money for the purchase of the premises. At closing, the successful bidder shall pay the balance of the purchase bid price and all costs associated with the sale.

4. Town of Red River's Rights.

The Town of Red River is not obligated to sell the Town of Red River's interest in the parcel identified herein, nor pay any costs incurred by parties participating in the submission or preparation of the bids. The Town of Red River reserves the right to:

- a. Reject any and all bids
- b. Reject any and all parties who it has determined do not meet the qualification requirements
- c. Accept a bid without further discussions
- d. Waive any informality in the bids received
- e. Tentatively accept a bid in the best interest of the Town of Red River
- f. Withdraw the parcel from the bid offering at any time for any reason

**B. TERMS AND CONDITIONS OF SALE**

1. Deposits, equivalent to cash, must be in the form of either:
  - a. U.S. Postal money order
  - b. Cashier's check
  - c. Certified check
2. Bids and deposits may be held by the Town of Red River up to fifteen (15) days following bid opening. In the event a successful bidder fails to a) properly complete and sign the purchase agreement document or b) meet any and all terms and conditions contained in the purchase agreement or the invitation, \$1,000.00 of the money deposited toward the purchase price may be retained by the Town of Red River.
3. A successful bidder as Purchaser shall be responsible for paying all closing costs which will include, but are not limited to, appraisal costs, title insurance, recording fees, transfer fees, document preparation and any other fees associated with closing.
4. The Town of Red River's interest in the subject property shall be conveyed by Quit Claim Deed, subject to assessments, reservations, exceptions, easements, rights of way, covenants, conditions and restrictions of record or created by operation of law, and

governmental regulations including but not limited to, setbacks, use classifications or zoning and special permit requirements.

5. The Town of Red River makes no warranties, either expressed or implied, nor assumes any liability whatsoever regarding the social, economic, or environmental aspects of any parcel, to include without limitation, the soil conditions, water drainage, physical access, condition of improvements, natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel or improvements for any use or purpose.
6. The Town of Red River makes no warranties, either expressed or implied, nor assumes any liability whatsoever regarding the exact acreage of the parcel, which although described as twenty-seven (27) acres, may be more or less than twenty-seven (27) acres if surveyed.
7. The property will be sold “**AS IS**”. It is the responsibility of the bidder to, among other things, investigate and determine existing or pending regulations, restrictions and potential defects, including those created by prior use, which would affect the use of the parcel. The feasibility and costs to remedy defects, such as obtaining permits, variances, engineered septic systems, and replatting, should be determined prior to bidding. All such costs will be borne by the bidder. No adjustment to a bid price for reimbursement to a bidder will be made by the Town of Red River. The bidder is responsible for investigating any pending assessments or tax liability.
8. All interested bidders are strongly urged to physically inspect this property before submitting a bid. The Town of Red River assumes no liability for matters which would have been disclosed by an inspection of the property.
9. Purchaser may obtain title insurance or a current appraisal at own expense.
10. The Town of Red River reserves the right to withdraw the offered parcel at any time, for any reason, and to reject any or all bids for any reason.

**BID FORM  
TO BE COMPLETED BY ALL BIDDERS**

**TO: TOWN OF RED RIVER  
E0505 COUNTY ROAD S  
LUXEMBURG, WI 54217**

**BID FORM: SALE OF REAL ESTATE VIA SEALED BID**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The amount of my bid to purchase the parcel legally described as the West Twenty-seven (27) acres of Southwest Quarter (SW ¼) of Southeast Quarter (SE ¼) located in Section Thirty (30), Township Twenty-five (25) North, Range Twenty-three (23) East, Town of Red River, Kewaunee County, Wisconsin, Tax Parcel No.: 31 018 30.152, is as follows:

BID AMOUNT: \_\_\_\_\_ (\$ \_\_\_\_\_)

I have enclosed a money order, cashier's check or certified check, payable to the Town of Red River in the amount equal to ten percent (10%) of my Bid Amount. I hereby agree that the Bid Amount represents the purchase price I shall pay for the parcel.

If my bid is tentatively accepted, I hereby agree to execute the purchase agreement and any other documents and to pay the closing costs as disclosed in the Bid Notice and Instructions. If my bid in the sealed bid sale is tentatively accepted and, for whatever reason, I decide not to enter into the purchase agreement, I agree that \$1,000.00 of the deposit may be retained by the Town of Red River. If my bid is not accepted, my deposit shall be returned to me within 15 days.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Please be sure to include and complete all of the following:**

**Enclose Bid Form and the 10% deposit in a sealed envelope labeled "Sealed Bid For Real Estate Purchase", and provide the envelope to Town of Red River, E0505 County Road S, Luxemburg, WI 54217, no later than Wednesday, February 16, 2022, at 4:00 p.m.**