

## NOTICE OF SEALED BID AUCTION

2 BEDROOM 1 BATH HOUSE TO BE MOVED  
37909 YOUTH CAMP ROAD, ABERDEEN, SD 57401  
BROWN COUNTY, SOUTH DAKOTA

### INVITATION FOR SEALED BIDS

**Sealed Bid Auction for the purchase of the real property described in the Schedule portion of this Invitation for Sealed Bid opening will occur publicly at the date, time and place as follows:**

**Date/Time:** Tuesday, January 9, 2024

Bids must be received in the office of Brown County Auditor **no later than 8:45 a.m.**

**Location:**

Brown County Commission Chambers

**Mail to:**

Brown County Auditor  
25 Market Street, Ste. 1  
Aberdeen, SD 57401

**This Invitation for Sealed Bids is subject to, and all bids submitted must be in compliance with, the Schedule, Special Terms of Sale, Instructions to Bidders, General Terms of Sale, and Bid Forms and Acceptance, all of which are attached hereto and by this reference made a part hereof.**

**General Information:**

Bid Deposit: 15% required for the Sale Item in the form of a cashier's or certified check made payable to "Brown County Treasurer". A Bid Deposit is required for the Sale Item bid. No offer will be accepted without a Bid Deposit in the form and amount indicated above. Bid Deposit is non-refundable for the successful bidder.

**Inquiries:**

Interested bidders are encouraged to contact Brown County's Designated Bid Representative ("Bid Representative"):

Rachel Kippley, Brown County Fair/Fairgrounds/Parks Manager

Phone: 1 (605) 626-7116

Email: [Rachel.Kippley@browncounty.sd.gov](mailto:Rachel.Kippley@browncounty.sd.gov)

**Terms:**

All cash; "As-is/Where-is". Bid Deposit is due at time of bid submission. No offer will be accepted without a Bid Deposit. Balance of purchase price and taxes are due on or before May 15, 2024.

**Inspection:**

Please refer all questions and requests for inspection to the Bid Representative. Brown County will host "open house" for viewing and inspections on November 19, 2023, from 3:00 PM to 5:00 PM and December 11, 2023 from 4:00 PM to 6:00 PM. **This home can also be shown by appointment arranged with the Bid Representative.**

**Proceeds:**

The proceeds from this sale shall be paid to the Brown County Treasurer and shall be paid by the High Bidder in accordance with Instruction to Bidders contained herein.

**Mailing:**

The deposit and the bid should be placed in a sealed envelope and mailed, or hand delivered to the Brown County Auditor. Displayed prominently on the front of envelope should be:

**Bid Package – Richmond House**

**SCHEDULE****I. The Offering**

Two (2) bedroom one (1) bath house to be moved at purchaser's expense. Approximate dimensions are twenty (20) foot by thirty-seven (37) foot house, with a ten (10) by thirteen (13) foot addition containing approximately 720 square feet of living space.

Subject House is currently located at 37909 Youth Camp Rd, Aberdeen, SD 57401

Access: Access is off Youth Camp Road.

**SPECIAL TERMS OF SALE****1. BID DEPOSIT - TERMS**

Bids to purchase must be on a cash basis only. **NO CREDIT TERMS ARE AVAILABLE.** We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit fifteen (15) percent of the bid price is required for bids to be considered. Only cashier's checks or certified checks will be accepted. **A BID DEPOSIT MUST ACCOMPANY THIS BID SALE ITEM PURCHASE.** The Pay to the Order of should be made out to: "**Brown County Treasurer**". Such deposit shall be forfeited to and retained by the County as liquidated damages in the event that the remaining terms of the sale set forth herein are not fully and unconditionally performed by the successful bidder in a timely manner.

**2. BID PRICE**

Brown County seeks to obtain fair market value for the property and reserves the right to reject any and all bids. The appraisal report is not available.

Total bid price will be subject to sales tax totaling 4.20 percent (4.2%).

The purchaser(s) must pay the remaining eighty five percent (85%) and 4.2% sales tax on the total bid by cashier's or certified check and shall receive a bill of sale on May 15, 2024 following such payment or as otherwise agreed.

**GENERAL TERMS OF SALE****1. TERMS – "INVITATION FOR SEALED BIDS"**

The term "Invitation for Sealed Bids" as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, and Bid Form all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Sealed Bids for the opening of bids or conduction of a public auction.

## **2. DESCRIPTIONS IN INVITATION FOR SEALED BIDS**

The description of the property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said property are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other state agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

## **3. INSPECTION**

Bidders are invited, urged, and cautioned to inspect the house to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction. Inquiries and coordination of inspections can be directed to the Bid Representative listed above.

Brown County will host an open house on: November 19, 2023, from 3:00 PM to 5:00 PM and December 11, 2023, from 4:00 PM to 6:00 PM.

## **4. CONDITION OF PROPERTY**

The house is offered for sale and will be sold "As-Is" and "Where-Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## **5. POSSESSION**

The house sits on top of utilities servicing the neighboring property owned by County. As such, it is necessary that county maintain possession over the winter months to ensure continued utility service. It is the County's intention to pass title to the home following the 2023-2024 winter. In order to provide flexibility to purchaser in removing the home, the County has set a transfer date of May 15, 2024, where title shall pass from County to purchaser subject to the following conditions.

The parties agree that County shall maintain control over access to the home until removal. Neither County or purchaser shall permit occupancy of the home prior to removal. County access to the home prior to removal will be limited and only for maintenance and repair of utilities servicing the home and neighboring properties owned by County. Access by either party for any other purpose may be permitted upon notice and agreement of the parties.

The Purchaser agrees to remove the property no later than August 1, 2024, at the Purchaser's expense. Purchaser agrees to be subject to penalty of \$100 per day if the home is not removed by the removal date. It is the purchaser's responsibility to make arrangements for removal. All moving permits and or fees required must be obtained and paid for by the purchaser. Upon reasonable notice to Bid Representative of planned removal, Brown County may make reasonable accommodations to assist in the removal, including disconnect of utilities of the home from the current site prior to removal and tree trimming to accommodate egress from County property.

## **6. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any; payments subsequently made on account, may be forfeited at the option of Brown County, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the

Brown County Commission may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **7. BROWN COUNTY LIABILITY**

If this Invitation for Sealed Bids is accepted by the Brown County Commission and: (1) Brown County fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to complete the sale, Brown County shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Brown County shall have no further liability to Purchaser. Further, Brown County may rescind its approval at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by Brown County that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the Brown County other than to return the earnest money deposit, if any, without interest.

## **8. TITLE EVIDENCE**

Any title evidence, desired by the successful bidder, will be procured by the successful bidder at the sole cost and expense of the successful bidder. Brown County will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that Brown County will not be obligated to pay for any expense incurred in connection with title matters.

## **9. TITLE**

If a bid for the purchase of the property; is accepted, the Seller's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice. Title shall be transferred on May 15, 2024, following payment in full of the purchase price and taxes or as otherwise agreed.

## **10. INSURANCE**

It is the responsibility of the successful bidder to obtain insurance on the structure upon transfer of title. Following receipt of the transfer of title, the successful bidder is solely responsible for damages which may occur to the property due to vandalism, fire, wind, etc. The County assumes no responsibility to protect the property or insuring it against damages following transfer of title.

The successful bidder assumes responsibility for claims in connection with the removal and relocation of the structure. The County will not be liable in any way.

## **11. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Only cashier's check, certified check, or money order will be accepted and must be payable to the Brown County Treasurer. Upon such tender being made by the successful bidder, the Seller, shall deliver to the successful bidder the instrument, or instruments, of conveyance.

## **12. CONTRACT.**

The Invitation for Sealed Bids, and the bid when accepted by Brown County, shall constitute an agreement for sale between the successful bidder and Brown County. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of Brown County, and any assignment transaction without such consent shall be void.

## **INSTRUCTIONS TO BIDDERS**

### **1. Submission of Sealed Bids**

On the date set and at the time designated for the opening of the sealed bid auction, each prospective bidder is required to submit the bid deposit in the amount and form specified herein.

Outside of envelope containing the sealed bid must be marked: **Sealed Bid for Richmond Youth Camp Home**

### **2. Bid Form**

Each prospective bidder is required to complete and execute, in duplicate, the bid form attached in this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected.

Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

### **3. Bid Executed on Behalf of Bidder**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation: If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. A duly authorized officer of the corporation signing the bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, There should be documentation from the corporate records showing the authority of the executing corporate officer to bind the corporation and said documents must be authenticated by the corporation's secretary or assistant secretary under corporate seal.
- b. Partnership: If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, Brown County will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and Brown County, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

### **4. Bid Deposit**

Each bidder shall be required to submit a Bid Deposit, along with a self-addressed stamped envelope for the return of the unsuccessful bidders Bid Deposit. A Bid Deposit must accompany each bid submitted. Bid Deposit must be in the form of a certified check or cashier's check payable to the order of the "Brown County Treasurer". Prospective bidders may find it easier to negotiate checks with their banks if they include their own names along with Brown County Treasurer on the payable line after the word "or". Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to Brown County. Only the bid deposit from the high bidder will be retained prior to Brown County making the award decision.

### **5. Additional Information**

The Bid Representative, at the address and phone number given in this Invitation for Bids, will, upon request, provide additional answers concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

## **6. Notice of Acceptance or Rejection**

Notice by Brown County of acceptance of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the high bidder or his duly authorized representative at the address indicated in the bid documents. Notice by the Brown County of rejection of a bid shall be deemed sufficiently given when the bid deposit of the rejected or unsuccessful bidder has been telegraphed or mailed to the bidder at the address provided on the self-addressed envelope. Brown County's processing of a bid deposit shall not, constitute acceptance of the bidders offer. Brown County reserves the right to reject any or all bids or portions thereof.

## **7. Waiver of Information or Irregularities**

Brown County may, at its election, waive any minor informality or irregularity in bids received.

**OFFER TO PURCHASE REAL PROPERTY**

**Sealed Bid Auction**

This offer is subject to the procedures, terms and conditions of the "Invitation For Sealed Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within ninety calendar days after the date of the auction, to purchase the sale item indicated above that corresponds with the Real Property Description in the Invitation for Sealed Bids.

Amount of Bid: \_\_\_\_\_ Bid Deposit: 15% of Bid

The Instrument of conveyance should name the following Grantee(s):

Bidder is: ( ) Individual ( ) Partnership ( ) Trustee ( ) Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signer's Name & Title: \_\_\_\_\_

**CERTIFICATE OF CORPORATED BIDDER**

To be completed by corporate official other than the person-signing bid above

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_ who signed  
this bid on behalf of the bidder, was then \_\_\_\_\_ of the said  
Corporation: that said bid was duly signed for and on behalf of said corporation by authority of its  
governing body is within the scope of its corporate powers.

(SEAL)