

NOTICE OF SEALED BID AUCTION
19.47 ACRES MORE OR LESS
2914 INDUSTRIAL AVENUE, 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:

Tuesday, June 13, 2023 at 8:45 A.M.

Bids must be received in the office of Brown County Auditor no later than 8:45 a.m. Bid opening begins promptly at that time.

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: Ten Percent (10%) of Bid 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.

Inquiries:

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

Judy Dosch, Brown County Building Superintendent
Phone: 1 (605) 715-5818
Email: Judy.Dosch@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 is due upon closing. The high bid will be considered a continuing offer for a period of 30 calendar days. The high bidder must be

prepared to close within 60 days following notification of the Brown County Commission bid acceptance.

Inspection:

The Property may be inspected upon request. The Bid Representative is available to coordinate access to the property for inspection purposes. The Bid Representative is not authorized to answer questions regarding the condition of the property. Bidders are encouraged to conduct their own inspections.

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 location address above. Displayed prominently somewhere on the front of envelope should be:

Sealed Bid for Hub City Property

SCHEDULE

I. The Offering

Lot 2, ADC 2022-2 Addition to the City of Aberdeen, in the Northeast Quarter of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota, according to the recorded plat thereof.

Subject Property is situated at 2914 Industrial Avenue, Aberdeen, Brown County South Dakota.

Access: Access is off Industrial Avenue.

II. Utilities:

Gas, Water and electric service are available.

III. Zoning:

The property is currently zoned (I-2) Unrestricted Industrial District under City of Aberdeen Zoning.

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 of Ten Percent (10%). 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"** The full balance of the purchase price is payable upon closing. The bidder offers and agrees that their bid is a continuing bid for a period of Ninety (90) calendar days after the date of auction to purchase the described property for the bid price entered into the Offer to Purchase received from the bidder by Brown County. The bidder shall be prepared to close within 60 days following the Brown County Commission's bid acceptance.

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. Fair Market Value of the property is \$5,680,000. Brown County will accept the highest bid received that meets our undisclosed minimum reserve.

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 based on information available at the Brown County Register of Deeds office and 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 property 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. Coordination of inspections can be directed to the Bid Representative listed above.

4. CONDITION OF PROPERTY

The property 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. ZONING

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and Brown County makes no representation in regards thereto. Brown County does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Sealed Bids or Sales Agreement.

6. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 30 calendar days unless the bid is accepted or rejected by the Brown County Commission before the expiration of the 30 calendar days. If the Brown County Commission desires to accept any bid after the expiration of the 30 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION

The successful bidder agrees to assume possession of the property at the time of closing.

8. 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.

9. 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 closed, 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.

10. 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 or survey of the property.

11. 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.

12. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Brown County shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to Brown County the balance of the purchase price. 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. Brown County reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

13. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of Brown County. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. Brown County reserves the right to refuse a request for extension of closing.

14. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

15. 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. Submittal 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 Hub City Property**

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, strikeovers, 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 other than the officer signing the bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

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 is not authorized to provide additional answers concerning the condition of the property offered. Bidders are encouraged to conduct their own inspections. 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, in itself, 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: 10%

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)

A-8848

PLAT OF
ADC 2022-1 ADDITION TO THE CITY OF ABERDEEN,
IN THE NE 1/4 OF SECTION 17 T123N R63W OF THE 5th P.M.,
BROWN COUNTY, SOUTH DAKOTA

LEGEND

- FOUND PROPERTY CORNER
- SET 3/8" X 18" REBAR WITH SURVEY CAP, STAMPED KIESO RLS 9214
- M MEASURED IN FIELD
- PP PREVIOUSLY PLATTED



BASIS OF BEARINGS

S2 STATE PLANE NORTH ZONE
 NAD 83 (2011) US SURVEY FEET
 DISTANCES ARE GROUND

INDUSTRIAL AVENUE



Helms ASSOCIATES
 11400 N 17th St
 Rapid City, SD 57701
 Phone: 605.375.1312
 Fax: 605.375.1388

DATE: 06-08-19 BY: GWA SHEET 1 OF 2

FLOOR PLAN:



