

Cottonwood County - ONLINE LAND SALES:

Terms and Conditions

CONTRACT

An award of sale is a contract between the winning bidder and Cottonwood County, upon the terms and conditions set forth herein. Cottonwood County may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

GUARANTEE WAIVER

ALL LAND SALES ARE SOLD AS IS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND. COTTONWOOD COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO ACCESS TO STATE TAX FORFEITED LANDS SOLD.

Cottonwood County makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

NO DESCRIPTION WARRANTY

Cottonwood County is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. The Agency does not attest to the authenticity of any item.

INSPECTION

Bidders may inspect the property prior to bidding. Please contact the Cottonwood County Auditor/Treasurer's office at (507)831-1905 to arrange to see the property for such an inspection.

CONSIDERATION OF BID

Cottonwood County reserves the right to reject any and all bids and to withdraw from sales any of the property listed before a notice of award is delivered. Any person or entity, or entity controlled by such person, is a prohibited purchaser or bidder, if said person or entity is delinquent on real or personal property taxes in Cottonwood County.

If you are interested in purchasing tax forfeited property on public auction, you must pay all of your delinquent taxes prior to purchasing or bidding.

DISCLAIMERS

Withdrawal

The right to withdraw or add any parcels to this list is hereby reserved by the County Auditor and all sales will be considered FINAL.

Bidding

Properties must first be offered at a public auction. All property will be sold to the highest responsible bidder. Bidding will begin at the minimum bid specified on the list. If parcel is not sold at auction, it will be for sale, over-the-counter, on a first come, first served basis. The county reserves the right to reject any bidder who has defaulted on a land sale contract.

Zoning

Properties sold by the Cottonwood County are subject to local zoning ordinances. Please contact your local zoning administrator to obtain copies of these ordinances. No structure or part thereof shall be erected, constructed, moved or structurally altered, and no land shall change in use until the local zoning authority has approved and issued a land use permit.

Subject To

All sales are subject to existing liens, leases, easements, deed restrictions, dedications, and rights-of-way.

Assessments

Any lands offered for sale may be subject to unpaid assessments against the property. Before purchasing, any prospective buyer should consult the City/Town Clerk in respect to any unpaid assessments that may exist. Any assessments against the property for public improvements after the property forfeited to the state shall be assessed against the property and paid for at the time of purchase, pursuant to Minnesota Statutes, 282.01, Subd. 3. Any municipality or other public authority is authorized to make a reassessment or a new assessment to a parcel in an amount equal to the remaining unpaid original assessment at the time of forfeiture (Minnesota Stat. 429.071, Subd. 4 and 435.23).

Restrictive Covenants

Some non-platted lands listed for sale may contain non-forested marginal land or wetland as defined in Minnesota Statutes. The deed for these parcels will contain a restrictive covenant, which will prohibit enrollment of the lands in a state funded program providing compensation for conservation of marginal land or wetlands. Notice of the existence of non-forested marginal land or wetlands will be available to prospective bidders upon request.

Wetlands

Cottonwood County has not performed any wetland delineation on parcels offered for sale, unless otherwise noted. No refunds will be made due to presence of wetlands.

Lead

Some properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead-based poisoning. If you are interested in purchasing a single family dwelling built prior to 1978, you have the right to conduct a risk assessment or inspection for lead-based paint hazards, at your expense, at least ten (10) days before the auction close date. Contact Cottonwood County Auditor-Treasurer to arrange to see the property for such an inspection or assessment.

Radon

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated concentrations are found. Every buyer of an interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling. Cottonwood County has not performed nor is aware of any radon testing on parcels offered for sale, unless otherwise noted. The county will provide a copy of the Minnesota Department of Health's Radon in Real Estate Transactions publication to any purchaser of residential tax forfeited property.

Fees

The County Auditor shall charge and collect in full at the time of sale for the State of Minnesota an assurance fee of 3% of the total sale price of the land, timber, and structures. Additional fees such as recording fees, deed fees, and deed taxes will be emailed to the winning bidder at the close of the auction.

Access

COTTONWOOD COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO ACCESS TO STATE TAX FORFEITED LANDS SOLD. ALL LANDS ARE SOLD AS IS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND.

NOTICE OF AWARD

Successful bidders will receive a Notice of Award by email from PublicSurplus.com

BUYER PREMIUM

A Buyer Premium of 5% will be added to the final sale price with a \$1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required.

PAYMENT

PAYMENT REQUIREMENTS

Payment must be made by Cash, Cashier's Check, Certified Check, Personal Check, or Money Order made payable to Cottonwood County.

Previous Default: Payment must be made by certified funds if purchaser has ever made payment that has been returned non-sufficient funds (NSF).

Amount Due Upon Sale:

When the auction closes, Cottonwood County Auditor-Treasurer will send the winning bidder an e-mail to begin processing the transaction. Your prompt response is appreciated to complete the transaction in a timely manner to avoid having your bid considered null and void.

The successful bidder will be required to remit payment in full to Cottonwood County Auditor-Treasurer within ten (10) business days from the date of the Notice of Award. If payment is not received within ten (10) business days, Cottonwood County reserves the right to sell the property to the next highest bidder or repost the auction.

Additional fees may include:

State Assurance Fee:

3% of total sale price of land, timber and structures. This percentage is state mandated and goes into the States General Fund to cover losses in the event that the state has to defend its right to forfeit land.

Assessments:

Check with the city/town clerk for any additional assessments of which the County Department conducting the auction is not aware. If listed on sale listing as certified, assessments must be paid in full at the time of sale.

Recording Fee:

\$46.00 or as set by the County Recorder. If there is a well on the property, it is an additional \$50.00 for well disclosure.

Deed Fee:

\$25.00

Deed Tax:

0.0033 times the purchase price

*DO NOT PAY FROM THE PUBLIC SURPLUS WINNING NOTIFICATION. COTTONWOOD COUNTY AUDITOR-TREASURER WILL CALCULATE AND E-MAIL THE WILLING BIDDER A NOTICE OF AWARD INCLUDING THE FINAL AMOUNT DUE.

CONFLICT OF INTEREST

Cottonwood County officials/employees are prohibited from using privileged government data obtained through their position to further their own private interests.

As per Minnesota Statute 282.016, the direct or indirect purchase of tax forfeited land by individuals employed with the office of the County Auditor, Court Administrator of the District court, County Assessor, or Land and Minerals Department is prohibited.

OBLIGATION OF BIDDER

At the time of auction's closing, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with any and all plans, documents (including any addenda), and documents attached to the auction listing.

The failure or omission of any bidder to inspect the site or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

Your bid is the same as a contract - Please only bid on land you are serious about buying. Bogus Bidders will be blocked. A winning bid constitutes a legally binding contract.

DEFAULT

Default shall include (1) failure to observe these terms and conditions; or (2) failure to make good and timely payment; Default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured.

If the Buyer fails in the performance of their obligations, Cottonwood County may exercise such rights and pursue such remedies as are provided by law.

ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for, if the bid is accepted, by the dates and times specified.