Renville COUNTY
Service · Stewardship · Shared Responsibility

Auditor-Treasurer
Renville County Courthouse
500 East DePue Avenue | Suite 202
Olivia, MN 56277
Phone: 320-523-2071 | Fax: 320-523-3679
Heather Weis, Auditor-Treasurer

Renville County Online Land Sales
Terms and Conditions

Contract

Each bid is an offer to purchase the property under these Terms and Conditions. A binding contract for sale is formed when the Auditor-Treasurer issues the Notice of Award to the winning bidder. Renville County may pursue all legal remedies allowed by law against a winning bidder who fails to make payment.

Guarantee Waiver

All land sales are sold as is, without warranties or representations of any kind. Renville County makes no representations, warranties, or guarantees with respect to access to state tax-forfeited lands sold.

Renville County makes no warranty, guaranty, or representation of any kind, express or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. The winning bidder 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

Renville County is not responsible for any omissions or errors in description of the property offered for sale. It shall be the bidder's responsibility to inspect and satisfy himself or herself as to the details and conditions of the property offered before entering a bid. Renville County does not attest to the authenticity of the property.

Consideration of Bid

Renville County reserves the right to reject any and all bids and to withdraw from sales any of the property listed before the Auditor-Treasurer's Notice of Award is delivered. The Auditor-Treasurer may also add parcels to the sale listing, and all sales will be considered final.

Under Minnesota Statutes, section 282.016, paragraph (c), the Auditor-Treasurer may prohibit a person or entity from bidding on or purchasing property offered for sale if the person or entity (1) owns another property in Renville County for which delinquent taxes are owed; (2) has held a rental license in Renville County that was revoked within the last five years; or (3) has been the vendee of a contract for purchase of property offered for sale under Minnesota Statutes, chapter 282, that was canceled within the last five years. A bidder who owes delinquent taxes must pay them in full before bidding on or purchasing tax-forfeited property at public auction.

Disclaimers

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 in the sale listing. If a parcel is not sold at auction, it may be offered for sale over-the-counter. Renville County reserves the right to reject any bidder who has defaulted on a land sale contract.

Zoning

Properties sold by Renville 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 about 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, section 282.01, subd. 3. These assessments are included in the price of the property.

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 Statutes, sections 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 that prohibits 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

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

Lead

Some properties may have exposure to lead from lead-based paint, which may put young children at risk of developing lead poisoning. A prospective buyer of a single-family dwelling built before 1978 may request, at the buyer's expense, a risk assessment or inspection for lead-based paint hazards at least ten (10) days before the auction close date. To arrange to see the property for such an inspection or assessment, contact the Renville County Auditor-Treasurer.

Radon Warning Statement

The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any 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.

Renville County has not performed nor is aware of any radon testing on parcels offered for sale, unless otherwise noted. Renville 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 at the time the deed paperwork and payment are settled.

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 included in the required payment. The County collects the Buyer Premium with the winning bidder's payment and pays it to PublicSurplus.com. The Buyer Premium is not part of the sale price used to calculate the State Assurance Fee or the deed tax.

Payment

Payment Process

1. The auction closes, and PublicSurplus.com emails the winning bidder a winning notification.
2. The Renville County Auditor-Treasurer's office emails the winning bidder a Notice of Award that includes the final amount due. Only this Notice of Award starts the payment period. Please respond promptly so the transaction can be completed in a timely manner.
3. The winning bidder submits payment in full to the Renville County Auditor-Treasurer within ten (10) business days of the date of the Notice of Award.
4. If payment is not received within ten (10) business days, the County may cancel the award, sell to the next highest bidder, or repost the auction.

Do not pay from the PublicSurplus.com winning notification.

Amounts Due

The final amount due is the winning bid plus the Buyer Premium and the fees listed below. The Auditor-Treasurer's office calculates the total and includes it in the Notice of Award. Fees are collected with the winning bidder's payment.

Additional fees may include:

- State Assurance Fee: 3% of total sale price of land, timber, and structures.
- Assessments: Check with the city/town clerk for any additional assessments the Auditor-Treasurer's office is not aware of. If listed in the 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 the property has a well, there is an additional $54.00 well disclosure fee.
- State Deed Fee: $25.00
- Deed Tax: 0.33% of the purchase price

Payment Requirements

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

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

Conflict of Interest

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

Under Minnesota Statutes, section 282.016, the following persons must not purchase tax-forfeited land offered for sale in the county for which they perform duties, either personally or as an agent or attorney for another person: a county auditor, county treasurer, county attorney, court administrator of the district court, county assessor, supervisor of assessments, a commissioner for tax-forfeited lands, and any deputy, clerk, employee, or assistant of those officers. The statute provides exceptions, including for land the person owned when the state became the absolute owner and for the alternate sale procedure described in Minnesota Statutes, section 282.01, subd. 7a.

A person prohibited from purchasing property under this section must not directly or indirectly have another person purchase it on the prohibited person's behalf for the prohibited person's benefit or gain.

Obligation of Bidder

At the time of the auction's closing, each bidder will be presumed to have read the sale listing and any documents attached to it.

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

Bidders should bid only on land they are serious about buying. The County may block bidders who place bids they do not intend to honor. A winning bid becomes a legally binding contract when the Auditor-Treasurer issues the Notice of Award.

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. If the winning bidder fails in the performance of its obligations, Renville 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 Land Sales, and agrees to pay, if the bid is accepted, within the time stated in the Notice of Award.