

HENNEPIN COUNTY TAX FORFEITED LAND
ONLINE SALES TERMS AND CONDITIONS

hennepin.us/tfl

Please carefully review all the terms and conditions contained in this document. Some of the terms and conditions in this document will be included in the deed you receive if you are a successful bidder. You are encouraged to have a qualified attorney review this document.

The property identified is either a residential property with four or fewer units or is not improved with a structure. The sale of the property will first be offered for a period of 30 days to a purchaser who certifies that they intend to own and occupy the property as a residence or to use the property for noncommercial personal use.

ONLINE SALES: All tax forfeited land offered at an online auction is sold to the highest bidder for not less than the Minimum Bid price set forth on List 2250-OA. The Minimum Bid price equals the total of the Appraised Value and any Special Assessments that have been certified *after* the date of Forfeiture.

AUCTION REGISTRATION:

All bidders must register by providing a Driver's License or other acceptable photo ID and registering through the State of Minnesota's MinnBid site.

SALES OVER THE COUNTER: Any parcels for which no bid is received during the initial offering period of September 23, 2024, thru October 23rd, 2024, online public sale List 2250-OA will be open for rebid beginning the next business day, October 23rd, 2024, starting at 8:00 a.m. for not less than the Minimum Bid price set forth on List 2250-OA. Bids will be evaluated on a first come first serve basis and awarded to the first offer submitted at the minimum bid or greater by an eligible purchaser. The Minimum Bid cannot be changed unless the parcel is re-appraised, or special assessments are changed by the local government, republished and offered again at a subsequent auction.

PROHIBITED PURCHASERS OR BIDDERS: No person or entity, or entity controlled by such person, that (1) is an owner or taxpayer of real property situated in Hennepin County that has delinquent property taxes, (2) has had a rental license revoked by the City of Minneapolis, or is currently the subject of a revocation proceeding, (3) is ineligible to obtain a rental license in the City of Minneapolis, (4) within the past five years, has had a contract for purchase of tax-forfeited lands cancelled, or (5) Is not on the Office of Foreign Assets Control (OFAC)

After a winning bid, but prior to closing, a search will be performed to determine if the winning bidder is a prohibited purchaser or bidder and closing of the sale will not take place until the search verifies the winning bidder is not a prohibited purchaser or bidder. **In the event a winning bid has been awarded to a prohibited bidder or purchaser the sale will be nullified as invalid. The property will be re-bid or re-offered at a future auction, at the sole discretion of Hennepin County.**

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ADDITIONAL PROHIBITED PURCHASERS OR BIDDERS: None of the following individuals (either personally or as an agent or attorney for any other person) may bid on and purchase a parcel of tax-forfeited land unless the parcel was owned by the individual before forfeiture: district court administrators, county auditors, treasurer, assessors or supervisors of assessments, land commissioners or assistant land commissioners for tax-forfeited lands, or any deputies or employees of any of the above individuals. (M.S. 282.016)

YOU MUST FOLLOW THE ALL INSTRUCTIONS OR ELSE YOU WILL NOT BE ABLE TO PARTICIPATE IN THE BIDDING PROCESS. NO EXCEPTIONS WILL BE MADE!

PAYMENT TERMS: items must be paid for in full within ten days from the date of the award. If not paid and claimed, Hennepin County reserves the right to auction, in its sole discretion, any such items after the aforementioned ten-day period. Payment may be made in the form of a money order or cashier's check made payable to "Surplus Services". *Cash will not be accepted.*

PROPERTY TAX: Tax-forfeited property is removed from the county assessment tax rolls at time of forfeiture. Property is returned to the tax rolls immediately after sale, and the payment of property taxes will commence the year following the year of sale. For example, if the property is sold in 2021, payment of property taxes will commence in 2022. It is the Buyer's responsibility to contact Hennepin County, or the city assessor where the property is located, to determine estimated future taxes payable.

FEES: At the closing of the sale, the following fees will be collected:

- Assurance Fee: 3% of the total sales price
- State Deed Recording Fee: \$51.00
- Deed Preparation Fee: \$25.00
- Deed Tax \$.0034 of the total sales price

EXAMPLE OF COSTS TO EXPECT BASED ON \$200,000.00 OFFER	
Purchase Price:	\$200,000.00
3% Assurance Fee:.....	\$6,000.00
Deed Preparation Fee:	\$25.00
Filing Fees:	\$51.00
State Deed Tax (Price x .0034)	\$680.00
TOTAL	\$206,756.00

SELLER NOT ABLE TO PAY CLOSING COSTS, SPECIALS, OR STATUTORY FEES: Hennepin County will not contribute funds toward payment for buyer's additional closing costs, special assessments cancelled due to forfeiture, assurance fee or other statutory fees.

FORMER OWNERS: If you are a former owner of a parcel being auctioned, you must pay the Minimum Bid price or the amount of delinquency, whichever is more, pursuant to Minnesota Statutes, Section 282.01, Subd. 7.

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All participants in the Hennepin County Tax-Forfeit Auction are hereby informed that the Hennepin County Collection of Dishonored Checks Policy will be strictly enforced. **DO NOT BID ON A PROPERTY UNLESS YOU ARE POSITIVE YOU HAVE THE NECESSARY FUNDS AVAILABLE.**

* All sales are final, and no refunds or exchanges are permitted.

*Hennepin County is not responsible for location or determining property lines or boundaries.

PROPERTY CONDITION: All property is sold "as is" and may not conform to local building and zoning ordinances. The county makes no warranty that the land is "buildable".

Purchasers are encouraged to contact the City where the property is located for information about building codes, zoning laws, or other municipal information that effects the property.

Purchaser acknowledges that Buyer(s) were able to obtain authorization from Hennepin County to perform soil testing at Buyer's own expense, before purchasing parcel or parcels. The sale will not be rescinded if soil problems of any type are discovered after the sale. Buyers will be required to sign the "**Purchaser's "As Is" Addendum**" as part of the Terms of Sale and is available for review prior to the auction.

FURNISHING OF LABOR OR MATERIALS: During the term of any contract, the Buyer shall not cause any material to be delivered or labor to be performed without written notice to the County and lien waivers obtained. Buyer further agrees to indemnify and hold the State of Minnesota, Hennepin County, their officers, commissioners, employees, and agents harmless against all claims for labor and materials or services made against the property covered by any contract and for the costs of enforcing this indemnification including reasonable attorney's fees. ***Any liens will constitute a default and shall result in cancellation of the Auditor's Certificate of Purchase.***

HAZARDOUS MATERIALS INDEMNIFICATION: The purchaser shall indemnify Hennepin County and/or the State of Minnesota for environmental contamination as a result of purchaser's use and occupancy of the property.

STATE DEED ORDERING: Conveyance of tax-forfeit property is made by State Deed on a form prepared by the Minnesota Attorney General and executed by the Minnesota Department of Revenue on behalf of the State of Minnesota. By law, a State Deed cannot be ordered until the full purchase price for the subject property has been received by the County Auditor. Therefore, to process an order for a State Deed, the full purchase price must be tendered.

TITLE: **The County or the State of Minnesota does not warrant the condition of title.** The buyer will receive a documentation of Purchase at the time of the sale and/or the Commissioner of Revenue will issue a deed from the State of Minnesota after full payment is made. Tax forfeiture will create a break in the chain of title. **SELLER CONVEYS TAX TITLE**, and the services of an attorney may be necessary to make the title marketable.

FOR ALL LAND NOT IN A PLATTED SUBDIVISION: There are restrictive covenants required for marginal lands and wetlands including lands in Auditor's Subdivisions (see Minnesota Statutes 2007, Section 103F.535, Subd. 1, and Minnesota Statutes 2007, Section 282.018, Subd. 2.)

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SPECIAL ASSESSMENTS: Local improvements not yet assessed, and any special assessments levied after forfeiture, must be assumed by the purchaser. In addition, any remaining balance of cancelled special assessments that existed prior to the tax-forfeiture MAY BE REASSESSED by the municipality. It is the responsibility of the prospective purchaser to contact the city to determine special assessments that may have been canceled and may be subject to reassessment, and the city's terms for the payment of such assessments.

***It is the responsibility of the prospective buyer to contact the city to determine special assessments that may have been canceled and may be subject to reassessment, and the city's terms for the payment of such assessments.**

DEED CONDITIONS: The following terms and conditions will be included in the deed you receive from the State of Minnesota.

REVERTER: If the purchaser, their successor, or assigns, shall not comply with the above terms and conditions, title to the property shall automatically revert to the State of Minnesota. Compliance with the above terms and conditions shall be evidenced by a certificate of compliance recorded in the real property records of Hennepin County.

"AS-IS" SALE: Buyer agrees that the property shall be sold and that buyer shall accept the property "as is, where is, with all faults", with no right of set-off or reduction in the purchase price, and that such sale shall be without representation or warranty of any kind, express or implied, including without limitation, warranty of merchantability or fitness for a particular purpose, and seller does hereby disclaim and renounce any such representation or warranty. Buyer specifically acknowledges that buyer is not relying on any representations or warranties of any kind whatsoever, express, or implied, from seller, agent, other agents, or brokers as to the condition of or as to any matter concerning the property. Buyer further acknowledges and agrees that it is relying solely upon its own independent examination, inspection, study, and knowledge of the property and not upon any information or representations made to it by seller, its officers, directors, contractors, agents or employees or any person whomsoever. Buyer hereby expressly assumes all risks, liabilities, claims, damages, and costs (and agrees that seller shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or related to the ownership, use, condition, location, maintenance, repair, or operation of the property. Buyer acknowledges that any condition of the property which buyer discovers prior to or after the closing date shall be at buyer's sole expense, and buyer expressly waives and releases seller and seller's agents, commissioners, employees, directors, officers and representatives from any claims, demands, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses under federal law, state or other law, that buyer might otherwise have against seller or seller's agents and/or representatives relating to the physical characteristics or condition of the property including the environmental condition of the property. Buyer acknowledges that the purchase price reflects the "as-is" nature of this sale and any faults, liabilities, defects, or other adverse matters that may be associated with the property. Buyer has had the opportunity to fully review the disclaimers and waivers set forth herein, with its counsel, and understand the significance and effect thereof. This provision will be included in the State Deed that conveys the property.

The above terms shall run with the land and shall be binding on the purchaser, and the purchaser's successors and assigns.

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IN ORDER TO PROTECT YOUR LEGAL INTERESTS, WE RECOMMEND THAT YOU CONSULT WITH YOUR ATTORNEY REGARDING THE CONTRACT AND ON OTHER LEGAL MATTERS