

## LAC QUI PARLE COUNTY TAX FORFEITED LAND

### ONLINE SALES TERMS AND CONDITIONS

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.

**ONLINE SALES:** This public sale is guided by Minnesota Statutes, section 282.005. Some key Terms and Conditions are as follows: 1.) the initial price of each property is equal to the estimated market value ("EMV Auction Price"), as determined by most recent assessment; 2.) the property will be sold to the highest bidder, but for no less than the initial EMV Auction Price for 30 days after it is initially made available at auction; 3.) if no buyer is willing to pay the initial EMV Auction Price, the price for each property must be reduced to the minimum bid amount, as defined by Minnesota Statutes, section 282.005, subdivision 2 ("Minimum Bid Auction") and will run for an additional 10 days; 4.) if no buyer is willing to pay the minimum bid, properties will be removed from auction, the state is deemed to have purchased the property through a credit bid, and parcels may be disposed of as otherwise provided in Minnesota Statutes, Chapter 282. The EMV Auction Price and Minimum Bid Auction price are set forth in the 2025-1 Auction List.

The public sale will be held via online auction utilizing Public Surplus online auction website. The EMV auction will open for bids on September 8th, 2025 and will close on October 7th, 2025. The Minimum Bid auction will open for bids on October 8, 2025 and will close on October 17, 2025.

**AUCTION REGISTRATION:** All bidders must register online at the Public Surplus website ([www.publicsurplus.com](http://www.publicsurplus.com)).

**PROHIBITED PURCHASERS OR BIDDERS:** No person or entity, or entity controlled by such person, that is an owner or taxpayer of real property situated in Lac qui Parle County that has delinquent property taxes.

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 property will be offered to the 2nd highest eligible bidder, and then the 3rd highest bidder, until all bidders have been exhausted. In the event all bidders have been exhausted, the property may be re-offered at a future auction, or placed on the over-the-counter sales list, at the sole discretion of Lac qui Parle County.

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

**PAYMENT TERMS:** All bids must be paid in full in the office of the County Auditor-Treasurer. The successful bidder shall have 10 business days from the date of the notification to fulfill payment including the additional costs and fees listed below. Cashier's checks, Money Orders, certified checks and personal checks made payable to Lac qui Parle County Auditor-Treasurer are all 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.

**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: \$ 46.00
- State Deed Fee: \$ 25.00
- Deed Tax: \$.0033 of the total sales price

**SELLER NOT ABLE TO PAY CLOSING COSTS, SPECIALS OR STATUTORY FEES:** Lac qui Parle 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 282.005.

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

\*Lac qui Parle 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 affects the property.

The purchaser acknowledges that they were given the opportunity to obtain authorization from Lac qui Parle County to conduct soil testing at their own expense before purchasing the property.

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

**TITLE:** Purchaser will receive a receipt of sale at the time of purchase, keep this for your records. The State Deed application will be sent to the Commissioner of Revenue after payment has cleared the bank. Once the Commissioner of Revenue reviews the application, a State Deed will be submitted to the County for recording. This conveyance shall have the force and effect of a patent from the State.

- **IMPORTANT** – Tax Forfeiture creates a break in the chain of title, and services of any attorney may be necessary to make the title marketable.
- The Recorded State Deed will be mailed to the taxpayer's address listed on the application.

**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.

**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.)

**SPECIAL ASSESSMENTS:** Local improvements not yet assessed, and any special assessments levied after forfeiture, must be assumed by the purchaser (APPLICABLE TO MINIMUM BID SALE ONLY). 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.

**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 real property records of Lac qui Parle County.

**RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchaser 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.

Note: The County is not required to conduct radon testing on tax-forfeited property if nothing is known about the levels of radon on the property.

**"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 purchaser 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 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 representative 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. Buyer acknowledges that the purchaser 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.

We recommend that you consult with your attorney regarding this contract and any other legal matters.