



# DISCLAIMERS & TERMS

*Land and Minerals Department St. Louis County, Minnesota*

**1. WITHDRAWAL:** The right to withdraw or add any properties to this list is hereby reserved by the County Auditor.

## **2. BIDDING AND SALES:**

**A. PROCESS:** All properties will be sold to the highest responsible bidder at auction. Bidding will begin at the minimum bid specified on the list. If a property is not sold at auction, it may be for sale, over-the-counter, on a first come, first served basis, or go to an online auction. The county reserves the right to reject any bidder who has defaulted on a land sale contract or is a prohibited buyer or bidder as defined below.

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

**C. ERRORS:** Buyer agrees to fully cooperate in adjusting for clerical or scrivener's errors on any documentation that is a part of this transaction, including, but not limited to, errors related to the amount of the purchase price or installment payments, the term of the contract or number of installment payments.

**D. PROHIBITED BUYERS OR BIDDERS:** Pursuant to Minnesota Statutes § 282.016, the following persons or entities shall not be allowed to register or participate in the auction, either personally, or as an agent or attorney for a prohibited person or entity: 1) 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, 2) a person or entity that owns another property within St. Louis County for which there are delinquent taxes owing, 3) a person or entity that has held a rental license in St. Louis County and the license has been revoked within five years of the date of the auction, or 4) a person or entity that has been a vendee of a contract for purchase of a property offered for sale under Chapter 282, which contract has been canceled within 5 years of the date of the auction. A person prohibited from purchasing property must not directly, or indirectly, have another person purchase a property on behalf of the prohibited buyer for the prohibited buyer's benefit or gain. If a person or entity pre-registers for the auction, the county will perform a search upon receipt of the registration forms to determine if the applicant is a prohibited buyer or bidder. If found to be a prohibited bidder or buyer, notification and explanation will be sent prior to the day of the auction. Those who are prohibited will not be permitted to register or bid on properties at auction. For a person or entity that registers on the day of the auction, the county will perform a search to determine if the applicant is a prohibited buyer or bidder. In the event that it is found the applicant is prohibited, they will not be allowed to register or bid on properties at auction. In the event a winning bid has been awarded to a prohibited bidder or buyer, the person or entity will forfeit their earnest money, and the sale will be nullified as invalid. The property may be re-bid or re-offered at a future auction, at the sole discretion of St. Louis County.

**E. CONFLICT OF INTEREST:** Minnesota Statute 282.016 prohibits the direct or indirect purchase of tax-forfeited land by a county auditor, county treasurer, county attorney, court administrator of the district court, county assessor, supervisor of assessments, deputy or clerk or an employee of such office, a commissioner for tax-forfeited lands or an assistant to such commissioner.

**F. FORMER OWNERS:** If you are a former owner of a property being auctioned, you must pay the minimum bid price or the amount of delinquency, whichever is more, pursuant to Minnesota Statutes § 282.01, Subd. 7.

**G. 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 due and explained at the time of closing.

**H. DOWNPAYMENT:** For each property sold, a down payment of 10% of the purchase price or \$500, whichever is greater (Board Resolution # 1988-348), must be paid at the time of the sale, or the property will be sold to the next highest bidder. Those properties purchased under an installment plan will require execution of a purchase contract. The length of the contract cannot exceed ten (10) years, and the remaining principal balance will be payable in equal annual installments plus simple interest at the rate set pursuant to Minnesota Statutes § 549.09. Other terms and conditions will be explained at the time of closing. The county reserves the right to require payment in full at time of sale if the bidder has previously defaulted on a land sale contract or repurchase agreement. Payment must be made by certified funds if the buyer has ever made payment that has been returned non-sufficient funds (NSF).

**3. ASSESSMENTS:** Properties offered for sale may be subject to unpaid assessments. Before purchasing, prospective buyers should consult the Finance Department for properties in the City of Duluth, or the City/Town Clerk for all other locations, in respect to any unpaid assessments that may exist. Any assessments against the properties for public improvements that were levied after the properties forfeited to the State shall be assessed against the properties 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 property in an amount equal to the remaining unpaid original assessment at the time of forfeiture (Minnesota Statutes §§ 429.071, Subd. 4 and 435.23).

**4. REAL ESTATE TAXES:** Forfeited property that is repurchased, or sold at a public or private sale, on or before December 31 of an assessment year shall be placed on the assessment rolls for that year's assessment, pursuant to Minnesota Statutes §§ 272.02, Subd. 38(c). If a purchase is made before December 31, taxes will be payable for the following year.

**5. ZONING:** Properties sold through this auction are subject to local zoning ordinances. 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 permit, if applicable. St. Louis County makes no warranty that the properties are "buildable". It is the sole responsibility of prospective buyers to be fully informed prior to purchasing, and the county encourages prospective buyers to contact the local land use and zoning authorities where the properties are located for information about building codes, zoning laws, or other information that affect the properties.

**6. SUBJECT TO:** All sales are subject to existing liens, leases, easements, deed restrictions, dedications, and rights-of-way.

**7. PROPERTY BOUNDARIES:** Property boundaries shown on any web or paper maps provided by the county are for reference only and are subject to change. Prospective buyers should consult licensed surveyors to determine legal boundaries. St. Louis County is not responsible for locating or determining property lines or boundaries.



# DISCLAIMERS & TERMS

Land and Minerals Department *St. Louis County, Minnesota*

## 8. PROPERTY CONDITION:

**A. SOLD "AS IS":** All properties are sold "as is" and may not conform to local building and zoning ordinances. St. Louis County makes no warranty that the land is "buildable". It is the sole responsibility of prospective buyers to be fully informed prior to purchasing. Buyers are encouraged to contact the local land use and zoning authority where the properties are located for information about building codes, zoning laws, or other municipal information that may affect the properties. Buyers will be required to sign the "Buyer's 'As Is' Addendum" as part of the Terms of Sale, which will be available for review prior to the auction.

**B. TESTING:** Buyers are able to obtain authorization from St. Louis County to perform soil testing, at their own expense, before purchasing a property. The sale will not be rescinded if soil problems of any type are discovered after the sale.

**C. LEAD:** Some properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead 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 sale date. Please contact the Land and Minerals Department, Government Services Center, 320 West 2nd Street, Suite 302, Duluth, MN 55802, Phone No. 218-726-2606, to arrange a time to conduct such assessment or inspection.

**D. RADON WARNING STATEMENT:** 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. St. Louis County has not performed and is not aware of any radon testing on properties 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 buyer of residential tax-forfeited property.

**E. TITLE:** Neither the county nor the State of Minnesota warrants the condition of title. Buyer will receive documentation regarding purchase at the time of 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.

**F. HAZARD MATERIALS INDEMNIFICATION:** The buyer shall indemnify St. Louis County and/or the State of Minnesota for environmental contamination arising or resulting from the buyer's use and occupancy of the purchased property.

**G. HISTORY:** St. Louis County makes no representations regarding the history or condition of the properties offered for sale. It is the buyer's sole responsibility to research the history and condition of any property that buyer wishes to purchase.

**9. TIMBER:** For those properties for which there is an estimated volume of timber, the value of the timber must be paid in full at the time of purchase, in addition to the down payment stated above. If a property with timber sells for more than the list price, the amount bid in excess of the list price will be allocated between the land and the timber in proportion to the respective totals. The amount allocated to timber must be paid in full at the time of purchase. (Minnesota Statutes § 282.01 Subd. 4 (a) and Board Resolution # 1988-348)

**10. MORTGAGES AND OTHER LIENS:** Regarding unsatisfied recorded mortgages and other liens: It is advised that all buyers consult a real estate attorney prior to purchasing tax-forfeited properties with unsatisfied mortgages and/or other liens held against them.

**11. WETLANDS AND FLOODPLAINS:** St. Louis County has not performed any wetland delineation on properties offered for sale, unless otherwise noted. No refunds will be made due to presence of wetlands, floodplains, or any other environmental condition that may be present. It is the buyer's sole responsibility to research, inspect, and review a property prior to purchasing.

**12. RESTRICTIVE COVENANTS:** Some non-platted properties listed for sale may contain non-forested marginal land or wetlands as defined in Minnesota Statutes. The deeds for these properties will contain a restrictive covenant, which will prohibit enrollment of the properties 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 buyers upon request.

**13. INSURANCE:** If buyer wishes to enter an installment contract for the purchase of property, annual proof of insurance will be required on all properties with insurable structures. Proof of insurance must be supplied to the Land and Minerals Department within 30 days of purchase, and notice must be given to the county within ten (10) days of cancellation of insurance.

**14. REINSTATEMENT:** If an installment contract is canceled and 50% or more of the principal (original sale price) has been paid, the former contract holder may request to have the contract reinstated. If less than 50% has been paid at the time of cancellation, reinstatement is not allowed. (Minnesota Statutes § 282.341)

**15. MINERAL RIGHTS:** All minerals and mineral rights are retained by the State of Minnesota when a tax-forfeited property is conveyed.

**16. PERIODIC ADJUSTED PRICES:** The county may reoffer individual unsold properties at periodically adjusted prices, based on market conditions, to the general public on an over-the-counter listing until the properties are sold or withdrawn. Adjoining owners will not be re-notified when such price adjustments occur. It is the sole responsibility of any prospective buyer to monitor any potential price adjustments.

**17. LEGAL COUNSEL:** In order to protect your legal interests, we recommend that you consult with a real estate attorney regarding installment contracts, title issues, boundary issues, assessments, mortgages, and other legal matters.

**18. ACCESS:** ST. LOUIS COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO ACCESS TO TAX-FORFEITED PROPERTIES OFFERED FOR SALE. ALL PROPERTIES ARE SOLD AS IS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND.