

****PLEASE NOTE THAT THE TERMS HAVE CHANGED FROM PREVIOUS PUBLIC AUCTIONS****

**HENNEPIN COUNTY TAX-FORFEITED LAND
TERMS OF SALE FOR APPRAISAL LIST 1946-PA PUBLIC AUCTION**

**FOR PUBLIC AUCTION ON FRIDAY, NOVEMBER 3, 2017 AT 9:00 A.M.
HENNEPIN COUNTY GOVERNMENT CENTER, JURY ROOM C-2490, 24TH FLOOR OF THE COURT
TOWER**

Please carefully review all of 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.

Property offered for sale at the auction is identified on List 1946-PA.

PUBLIC SALES: All tax-forfeited land offered at a public auction is sold to the highest bidder for not less than the Minimum Bid price set forth on List 1946-PA. The Minimum Bid price equals the total of the Appraised Value and any Special Assessments that have been certified *after* the date of Forfeiture.

PRE-REGISTRATION will be conducted online prior to the auction to facilitate faster registration the day of the auction. Forms for pre-registration must be completed returned no later than 72 hours prior to the auction. Confirmation of the pre-registration will be sent via email. All pre-registrants must go to the registration table the day of the auction to submit their earnest money, show identification and pick up their bidder number. On-site same day registration will remain available the day of the auction.

AUCTION REGISTRATION:

- Registration for the auction begins at **8:15 a.m.** the day of the auction in the Jury Room C-2490 on the 24th floor of the Court Tower in the Government Center. There will be signs indicating where you should register.
- Access to the 24th floor will require going through security on the skyway level.
- All bidders must register by providing a Driver's License or other acceptable photo ID.
- Must be at least 18 years old to register for and bid on available properties.
- All bidders must provide earnest money in the form of certified funds. This means the earnest money must be one of the following: Cashier's Check, Money Order, or Certified Check. **NO CASH WILL BE ACCEPTED.**

SALES OVER THE COUNTER: Any parcels for which no bid is received during the public sale may be rebid for purchase beginning the next business day, Monday, November 6, 2017 at 9:00 a.m. at the office of Resident and Real Estate Services; Hennepin County Government Center A600 for not less than the Minimum Bid price set forth on List 1946-PA. 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: Pursuant to Minn. Stat. Sec. 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 Hennepin County for which there are delinquent taxes owing, 3) a person or entity that has held a rental license in Hennepin 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 it on behalf of the prohibited purchaser for the prohibited purchaser's benefit or gain..

If a person or entity pre-registers for the auction, they will have a search performed upon receipt of the pre-registration forms to determine if the applicant is a prohibited purchaser or bidder. If found to be a prohibited bidder or purchaser, 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, prior to completing registration forms a search will be performed to determine if the applicant is a prohibited purchaser 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 purchaser, the person or entity will forfeit their earnest money, and 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.**

IMPORTANT INFORMATION!

QUALIFIED BIDDERS: All bidders must register, provide a Driver's License/photo ID and Earnest Money in the form of Certified Funds (CASHIER'S CHECKS, MONEY ORDERS OR CERTIFIED CHECKS). **NO CASH WILL BE ACCEPTED.**

EARNEST MONEY: Earnest Money will be held by Hennepin County during the Public Auction. Upon completion of the Auction, said Earnest Money will be returned to the unsuccessful bidders.

- **All Parcels with Minimum Bid Price up to \$10,000.00** - Earnest Money in the amount of one thousand dollars (\$1,000.00) is required to bid on these properties.
- **All Parcels with Minimum Bid Price over \$10,000.00 and up to \$100,000.00** - Earnest Money in the amount of ten thousand dollars (\$10,000.00) is required to bid on these properties.
- **All Parcels with Minimum Bid Price over \$100,000.00** - Earnest Money in the amount of twenty-five thousand dollars (\$25,000.00) is required to bid on these properties.

Bidders may use same earnest money to bid on multiple properties, BUT need to bring highest amount of earnest money based on property(s) with the highest minimum bid amount.

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

PAYMENT TERMS FOR THIS AUCTION:

ALL PROPERTIES REQUIRE FULL PAYMENT, EXCEPT AS SPECIFIED BELOW.

AUCTION PARCEL #1 (PID: 09-119-21-21-0097, 5703 100TH AVE N, BROOKLYN PARK) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

AUCTION PARCEL #2 (PID: 30-120-21-13-0005), 50 ADDRESS UNASSIGNED, CHAMPLIN) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

AUCTION PARCEL #4 (PID: 29-119-22-23-0022, 7489 INLAND LANE N, MAPLE GROVE) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

AUCTION PARCEL #6 (PID: 04-029-24-21-0107, 4327 HUMBOLDT AVE N, MINNEAPOLIS) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

AUCTION PARCEL #17 (PID: 15-029-24-22-0108, 317 26TH AVE N, MINNEAPOLIS) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

AUCTION PARCEL #18 (PID: 15-029-24-22-0118, 2511 4TH ST. N, MINNEAPOLIS) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

AUCTION PARCEL #20 (PID: 16-029-24-34-0023, 1410 15TH AVE N, MINNEAPOLIS) will be eligible for contract for deed purchase upon the following terms: 10 percent down payment and eighteen (18) month balloon.

Successful bidders for the above contract purchases will be required to provide a certified copy of a current Certificate of Good Standing from the Minnesota Secretary of State if buying under a company name. Failure to provide a copy of the certificate will prohibit closing of the sale.

Checks used for payment of the purchase price must clear the bank before a State Deed is ordered. The process for a check to clear a bank takes 21 days. A deed will not be ordered until check(s) clear the bank (21 days). If check is returned for insufficient funds, or any other reason as non-negotiable, the sale is automatically cancelled, the earnest money will be forfeited to Hennepin County, and the property may be scheduled for a subsequent public auction at the sole discretion of Hennepin County.

All checks should be made payable to: "**HENNEPIN COUNTY TREASURER**" (See Sample below)

SAMPLE	
Bank Name or Money Order	Date: 4/21/16
Payable To: Hennepin County Treasurer	
Remitter: (Bidder Name)	
Amount: XXXXXXXXXXXXXXXXXXXX and xx/100	\$ XXXXX
Memo: For the purchase of tax-forfeited real estate at Public Auction	

***Earnest money of successful bidders will be applied to the purchase price.**

***IF A SUCCESSFUL BIDDER FAILS TO CLOSE THE PURCHASE IMMEDIATELY AFTER THE AUCTION, THE EARNEST MONEY WILL BE FORFEITED.**

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

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.

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.

The 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.

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. Hennepin 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.

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.

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.)

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 radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator. 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.

SPECIAL ASSESSMENTS: Local improvements not yet assessed, and any special assessments levied after forfeiture, must be assumed by the purchaser. In addition, any outstanding 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 buyer to contact the city to determine special assessments that may have been cancelled 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.

"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.

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

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