RAMSEY COUNTY TAX FORFEITED LAND
ONLINE SALES TERMS AND CONDITIONS

ramseycounty.us/productiveproperties

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 the most recent assessment; 2.) the sale 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 **2025-2 AUCTION LIST**.

The public sale will be held via online auction and conducted by the Minnesota Department of Administration, Fleet & Surplus Division, using their MNBid website. The EMV auction will open for bids on October 27, 2025, and will close on December 1st, 2025. The Minimum Bid auction will open for bids on December 2nd, 2025, and will close on December 15th, 2025.

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 MNBid site.

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in Ramsey County that has delinquent property taxes, (2) has held a rental license in Ramsey County and the license has been revoked within the last five years, or is currently the subject of a revocation proceeding, (3) currently has a contract for purchase of tax-forfeited lands for a structure that does not meet the requirements of a code compliance inspection report or home inspection report issued within the past year, and has not filed a certificate of code compliance with the Tax-Forfeited Land section or successfully finalized and closed-out all permits through the city in which the parcel is located, or (4) within the past five years, has had a contract for purchase of tax-forfeited lands cancelled, or currently subject to cancellation.

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

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CLOSING PROCESS & PAYMENT TERMS: There are several steps required to close the sale after a property has been won at auction. This process follows:

1. Buyer wins high bid on an auction property
2. MNBID Surplus Services sends the Buyer an Award Letter, serving to notify the Buyer that they have won
3. **PAYMENT 1**. Within fourteen (14) business days from the date of the bid award, the buyer shall submit payment to "Surplus Services" by either mailing or physically dropping off a Cashier's Check or Money Order made payable to "Surplus Services" at 5420 Old Highway 8, Arden Hills, MN 55112. Please contact mnsurplus.auction@state.mn.us or 651-639-4022 for assistance in completing this first payment. **THE AMOUNT OF THIS PAYMENT IS THE WINNING BID AMOUNT AS LISTED ON THE AWARD LETTER**
4. MNBID Surplus Services remits payment and contact information of winning bidders to the Ramsey County Productive Properties staff
5. Ramsey County staff will contact Buyer to schedule a closing with Ramsey County and provide Buyer with a cost sheet breaking down the additional costs to close. **PAYMENT 2.** At this closing, Buyer will fill out a simple Closing Information Form and provide certified funds made out to "Ramsey County" to pay for the additional statutory fees required upon the purchase of tax-forfeited property. At the closing with Ramsey County, the Buyer must provide funds for the following: 3% Assurance Fee; State Deed Recording Fee; Deed Preparation Fee; and Deed Tax. An example of expected costs can be found on the next page of these terms.
6. Once Ramsey County has received the Closing Information Form and Funds to Close, staff will send in a deed application to the Minnesota Department of Revenue. The state deed is generally returned to the county within 2-6 weeks and will be sent for recording. Once the deed has been recorded, Ramsey County staff will mail out the deed to the buyer.

BIDDER DISQUALIFICATION: In the event a bidder wins a property auction but fails to complete the closing requirements within the required timeframe, that winning bidder will not be eligible to purchase any other properties during this auction, and the property will be offered to the 2nd highest eligible bidder at their winning bid amount, 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 Ramsey County.

PROPERTY TAX: Tax-forfeited property is removed from the county assessment tax rolls at the 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 2024, payment of property taxes will commence in 2025. It is the Buyer's responsibility to contact Ramsey 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: Ramsey County will not contribute funds toward payment for the 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.

***All sales are final, and no refunds or exchanges are permitted.**
***Ramsey County is not responsible for locating 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.
Purchaser acknowledges that Buyer(s) were able to obtain authorization from Ramsey 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.

HAZARDOUS MATERIALS INDEMNIFICATION: The purchaser shall indemnify Ramsey County and/or the State of Minnesota for environmental contamination as a result of the 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.

CODE COMPLIANCE CLAUSE: If a structure exists on the property that does not meet the requirements of a code compliance inspection report or home inspection report issued within the past year, then within twelve (12) months of the execution date the buyer, as a condition of the Contract for Deed, shall file with the Tax-Forfeited Land section of Ramsey County a certificate of code compliance, as required by the city in which the property is located. Buyer must provide seller with proof of compliance, or the buyer will be in default of the Contract for Deed.

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 the real property records of Ramsey 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.

ADDITIONAL INFORMATION: If you have additional questions regarding the sale or the terms and conditions of the sale, you may contact the Tax Forfeited Land section at:
Phone: (651) 266-2080
Email: TFL@co.ramsey.mn.us
In Person: 90 W. Plato Blvd., St. Paul, MN

This Notice of Sale of Tax-Forfeited Land, and the **2025-2 AUCTION LIST** are on file in the office of the Ramsey County Auditor/Treasurer in the Property Tax, Records and Election Services Department and notice is hereby given in accordance with state statutes.

The County Auditor has the authority to remove any parcel prior to sale where insufficient time exists for board approval of the removal from the auction and to bring it back to the County Board for ratification of the removal.

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