

# Notice of Sale of Tax Forfeited Lands on May 27, 2016

The Ramsey County Board of Commissioners has prepared an Auction List, dated March 15, 2016, attached as Exhibit "B" and on file with the Chief Clerk, of lands forfeited to the state pursuant to Minnesota Statutes Chapter 281, and classified as non-conservation lands pursuant to Minnesota Statutes Chapter 282, and has determined the appraised value of each parcel.

Notice is hereby given that Ramsey County shall sell to the highest bidder, but for not less than the appraised value as it appears on the Auction List (Exhibit "B"), the parcels of land described on the Auction List, which have forfeited to the State of Minnesota for the non-payment of real estate taxes and which have been classified and appraised as provided by law. This sale will be governed by the terms set out below as approved by the resolution of the Ramsey County Board of Commissioners, adopted on the 26<sup>th</sup> day of April, 2016.

The sale shall commence at 10:00 a.m. on May 27, 2016, and will be held at the Ramsey County Plato Building, 90 W. Plato Blvd., St. Paul, MN, in the Plato Conference Center. Any parcel for which "no bid" is received at the public auction sale may be sold the next business day beginning at 8:00 a.m. at the Tax Forfeited Lands Office located at 90 W. Plato Blvd., St. Paul, MN, to anyone offering to pay the appraised value and each parcel will be sold on a first-come-first-served basis. An opening bid price cannot be changed unless the parcel is re-appraised, republished, and offered at a subsequent auction.

## Terms and Conditions of Sale

### REGISTRATION/EARNEST MONEY:

Certified Funds, as Earnest Money, which are equal to the Terms listed below, are required in order to bid on any parcel and shall be required at the time of Registration. Registration will begin at 9:00 a.m. on May 27, 2016, in the Plato Conference Center, on the 1<sup>st</sup> floor of the Ramsey County Plato Building, located at 90 W. Plato Blvd., St. Paul, MN.

- Earnest Money will be held by Ramsey County staff during the public auction.
- Upon completion of the auction, Earnest Money will be returned to all unsuccessful bidders.
- Earnest Money of successful bidders will be applied to the purchase price.

Any successful bidder who does not complete their sale transaction for a property will forfeit their Earnest Money and the subject property will be offered for sale at the next available auction.

### EARNEST MONEY TERMS:

**Separate Earnest Money is required if you are bidding on both types of properties: One check for Vacant Land and a separate check for Improved Property**

Earnest Money is required as follows:

- for **vacant land properties**, it must be equal to \$500.00.
- for **properties with a building**, it must be equal to \$5,000.00.
- is paid at the time of registration.
- must be in the form of certified funds.
  - Acceptable certified funds are a Certified Check from a bank, Money Order, or Cashier's Check. Cash is not accepted.

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- The payee line must be made out to both Ramsey County and the bidder (your name) with "or" between the names.

**Example:**

Pay to the order of: "Ramsey County OR Jane Doe" ( ← your name here)

**TERMS OF SALE:**

Cash will not be accepted at the auction.

Full payment can be accepted on any property at the time of sale. If the purchase is not paid in full at the time of sale the following options are available:

**Unimproved (Vacant Land)**

- 1) Sold for \$2,000.00 or less: A one-year contract, with at least a 10% down payment required the day of the sale, with a balance remaining payable in 12 level monthly payments, including interest as prescribed by state statute each calendar year. All additional money due must be paid by personal check or certified funds.
- 2) Sold for more than \$2,000.00: A 10-year contract, with at least a 10% down payment required the day of the sale, with a balance remaining payable in 120 level monthly payments, including interest as prescribed by state statute each calendar year. All additional money due must be paid by personal check or certified funds.

**Improved (With Structure)**

A 10 year contract, with at least a 10% down payment required the day of the sale, with a balance remaining payable in 120 level monthly payments, including interest as prescribed by state statute each calendar year. All additional money due must be paid by personal check or certified funds.

**PROOF OF IDENTIFICATION:**

**Notary Procedure:** At the time of sale, each purchaser must provide proof of identification by supplying a photo identification card (i.e. Driver License).

**Power of Attorney Procedure:** Any individual buying property from the Tax Forfeited Land section for another individual or group of individuals will not be allowed to sign the required documents unless proof of power of attorney is provided.

**Required Signatures:**

- **Individuals:** If the property is purchased in more than one name, all parties must be present at the time of sale to sign all documents.
- **Corporations:** If the property is purchased in the name of a corporation an officer of the corporation must be present to sign. Proof of signatory authority will be required.

Failure to follow any of the terms or conditions stated could result in a void of the sale and the parcel re-offered for auction. No exceptions will be made.



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### INTEREST:

Interest is charged and becomes due with the monthly payment. The rate of interest, as prescribed by Minnesota Statutes, section 279.03, subd. 1a, is charged at the adjusted prime rate, but will not be less than 10% or more than 14%.

### PREPAYMENTS:

All contracts allow for prepayment of an installment without penalty. Any prepayment is applied first to interest due, if any, and then to principal. However, if the additional payment is greater than or equal to one monthly installment, we will treat the payment as a reduction in the principal. Please provide instructions with your payment if you prefer the payment be treated as an early payment which will delay your next payment due date as appropriate. There is no penalty for paying the contract in full earlier than stated.

**EXTRA FEES AND COSTS:** In addition to the purchase price of the property, the following extra fees and costs are due when applicable:

At the time of sale the following fees will be added:

**Assurance fee:** 3% of the total sale price. This is a surcharge for the state assurance account.

**Contract recording fee:** \$46.00 if abstract or Torrens; \$92.00 if it is both.

- If the contract has to be recorded on more than one Torrens certificate there is an additional cost of \$20.00 per certificate after the initial recording.

At the time of final payment the following fees will be added:

**State deed fee:** \$25.00.

**State deed recording fee:** \$46.00 if abstract or Torrens; \$92.00 if it is both.

- If the state deed has to be recorded on more than one Torrens certificate there is an additional cost of \$20.00 per certificate after the initial recording.

### State deed tax:

- 1) A \$1.70 for the purchase of properties up to \$500.
- 2) For properties over \$500: \$.0034 of the total sales price.

**Agricultural conservation stamp:** \$5.00.

### 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: county auditors, county treasurer, county attorney, court administrator of the district court, 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. A person prohibited from purchasing property under this section must not directly or indirectly have another person purchase it on their behalf for their own benefit or gain.

Prohibited purchasers or bidders also includes any 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, or (2) currently has a contract for purchase of tax-forfeited lands in default for any one of the following reasons or combination of reasons:

- Failure to pay a payment including interest when due;
- Failure to pay property taxes before they become delinquent;
- Failure to insure a property containing a structure during the term of the contract;



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- Failure to provide a certificate of code compliance for a substandard structure, as required by the city in which the property is located within the required timeframe;
- Failure to provide a current certificate of occupancy, prior to tenancy, if the property is used as rental property.
- Failure to provide proof of proper disposal of all hazardous materials identified in the Hazardous Material Survey and removed due to renovation activity.

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 successful bidder does not complete the closing, or in the event that 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 may be re-offered at a future auction, at the sole discretion of Ramsey County.

### FURNISHING OF LABOR OR MATERIALS:

Buyer shall not, during the terms of any contract, cause any material to be delivered or labor to be performed without written notice to Ramsey County and lien waivers obtained. Buyer further agrees to indemnify and hold harmless Ramsey County against all claims for labor and materials or services made against the property covered by any contract and for the cost of enforcing this indemnification including reasonable attorney's fees.

- Any lien will constitute a default and shall result in cancellation of the Contract for Purchase of Forfeited Lands contract.
- The purchaser will indemnify Ramsey County and/or the State of Minnesota for environmental contamination as a result of purchaser's use and occupancy of the property.

### TAXES:

Tax forfeited property that is sold at a public or private sale on or before December 31<sup>st</sup> of an assessment year shall be placed on the assessment rolls for that year's assessment. [Minnesota Statutes, section 272.02, subd. 38(c)] For example, property sold in 2016 will be assessed as of January 2, 2016 and taxes will be payable in 2017.

### ASSESSMENTS:

Assessments at the time of forfeiture and after forfeiture have been listed and may be subject to re-assessment by each respective municipality. Any Pending Assessments not certified to the State at the time of sale could be passed on to the new owner(s).

### TITLE:

Once the contract is finalized and recorded in the County Recorder's Office the purchaser will receive the original contract. When the contract is paid in full, and all the terms and conditions set forth in that contract have been satisfied, the purchaser will receive a deed from the State of Minnesota through the Department of Property Records and Revenue. The law provides that this conveyance shall have the force and effect of a patent from the state. The forfeiture does create a break in the chain of title, which must be corrected to secure a marketable title. As other flaws may exist in the title, services of an attorney may be necessary to make the title marketable.

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## LIENS:

Most mortgages and liens, except Federal and State tax liens, are canceled at forfeiture. It is the responsibility of each potential bidder to thoroughly research this information.

## INSURANCE:

The purchaser shall carry fire and windstorm insurance on any buildings on the property in an amount equal to the Purchase Price or appraised value, whichever is greater, for the duration of the sale contract. All such insurance policies shall be deposited with the Tax Forfeited Lands Section of the Department of Property Records and Revenue, within sixty (60) days from the Execution Date, and shall contain a clause providing that losses, if any, be made payable to Ramsey County, as additional insured, and to the Purchaser, as their respective interests may appear.

## DEFAULT:

Contracts may be canceled if the purchaser defaults for any one of the following reasons or combination of reasons:

- Failure to pay a payment including interest when due;
- Failure to pay property taxes before they become delinquent;
- Failure to insure a property containing a structure during the term of the contract;
- Failure to provide a certificate of code compliance for a substandard structure, as required by the city in which the property is located, within the required timeframe;
- Failure to provide a current certificate of occupancy, prior to tenancy, if the property is used as rental property; or
- Failure to provide proof of proper disposal of all hazardous materials identified in the Hazardous Material Survey and removed due to renovation activity.

## PRIOR OWNERS:

If the prior owner is the successful bidder of the property, that person may not purchase that same parcel of property at the sale for a purchase price less than a) the sum of all taxes, special assessments, penalties, interest, and costs due at the time of forfeiture, as computed under Minnesota Statutes, section 282.251, plus b) any special assessments for improvements certified as of the date of sale. [Minnesota Statutes, Section 282.01, Subd. 7]

## LIABILITY/RESPONSIBILITY AFTER SALE:

The Seller, its employees or agents, has no further responsibility or liability with respect to the condition or management of the property after it has been sold.

## OTHER CONDITIONS:

- Sales are subject to existing leases, to building restrictions appearing of record at the time of forfeiture and to easements in effect at the time of forfeiture.
- The county makes no warranty that the land is buildable and may not conform to local building and zoning ordinances. It is your responsibility to contact the city where the land is located for details of building codes or zoning laws.
- All property is sold "As Is."
- Ramsey County is not responsible for locating or determining property lines or boundaries.
- All sales are final and no refunds or exchanges are permitted.
- The minimum bid price or sale price does not represent a basis for future taxes.



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- No structure, standing timber products, minerals, sand, gravel, peat, subsoil or topsoil shall be removed from said land, and no structure, whether moved or constructed as new, shall be added to the land until the full amount of the purchase price has been paid by the Purchaser.

### SPECIAL CONDITIONS FOR IMPROVED PROPERTY:

This auction offers improved properties that are Category II Vacant Buildings all located in the City of St. Paul ("City").

- The Purchaser of a Category II Vacant Building is buying the property subject to the requirements and processes put in place by the City and set out in an informational flyer attached to the Terms and Conditions of Sale Notice as "Attachment A." You are responsible for understanding the requirements expected of you as a purchaser of this type of property. The real property being purchased by the Buyer, including the dwelling, its improvements and fixtures, is being sold "as is." The Buyer is required to register ownership with the City, pay outstanding fees, submit a cost estimate by a licensed contractor for completing the code compliance, submit a schedule for completion of all code compliance work and submit proof of financial capability, such as a performance bond, escrow account, or other financial proof, before the City will issue any building permits.
- 640 Central Ave: is a duplex with a legal nonconforming status based on the lot size, therefore an application for a variance to the Board of Zoning Appeals must be made and the Board's approval must be granted in order for this property to be used as a duplex in the future. Contact the City of St. Paul Zoning Office for additional information and details (651-266-9008).

### HAZARDOUS MATERIALS COMPLIANCE:

A Hazardous Materials Survey was performed on each property containing a structure to: 1) identify friable and non-friable asbestos-containing materials (ACM); 2) identify regulated ACM (friable or non-friable) that could become friable during renovation activities and would require abatement prior to initiating renovation activities; 3) inventory potentially hazardous building materials that should be removed and properly disposed of prior to initiating renovation activities; and 4) identify lead-based paint (LBP) surfaces that have the potential to be disturbed during renovation activities, and if classified as lead-based paint, would require abatement and/or special management prior to renovation activities.

As a condition of sale where hazardous materials compliance is required, a Purchaser is required to show proof of removal, by scheduling an inspection with the Lead Real Estate Property Management Specialist in the Tax Forfeited Land section, and proof of proper disposal of all hazardous materials listed in the Hazardous Materials Survey report prior to commencing any renovation activity that directly affects that material. Acceptable proofs of disposal are:

- Asbestos Containing Material (ACM): Purchaser shall submit a copy of their waste manifest documenting the disposition of asbestos containing materials removed from the site and placed in a MN Pollution Control Agency permitted industrial and/or demolition landfill approved to accept asbestos containing material.
- Lead-based Paint Waste: Purchaser shall submit a waste manifest that documents the disposition of all residential lead-based paint waste generated from the site. Residential lead-based paint waste may be safely disposed of at:
  - A permitted and lined landfill with a leachate collection system that began operation after January 1, 1989, and meets mixed municipal facility standards;
  - A permitted, demolition landfill (only for woodwork, walls, and debris with lead-based paint still attached);



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- A permitted, construction and demolition (C&D) landfill that meets the federal criteria of 40 CFR part 257 subpart b (groundwater monitoring and financial assurance); or
- A permitted, hazardous waste facility.

Failure of the Purchaser to comply with the above terms will be a default of the sales contract.

### CODE COMPLIANCE/HOME INSPECTION REPORT:

If a structure exists on a tax forfeited parcel offered at auction 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 date of purchase the purchaser, as a condition of a sale on contract, shall file with the Tax Forfeited Lands section of Ramsey County a certificate of code compliance, as required by the city in which the parcel is located. Purchaser must show proof of compliance or the purchaser will be in default of the sale contract. An extension of time may be granted by the County Auditor if the City, in which the structure is located, grants additional time to the Purchaser in order to complete the project.

### HOME INSPECTION REPORT REQUIREMENTS:

Correction of the defects described in a Home Inspection Report will require, at a minimum, a building, plumbing, electric, HVAC or warm air ventilation permit, as indicated. All comments describing a visible or assumed deficiency within the report must be addressed within the scope of repair. The structure cannot be occupied or sold until all permits have been finalized and closed-out through the city in which the parcel is located. If the structure is intended to be used as rental property, you must provide this office with a current certificate of occupancy, prior to tenancy, pursuant to the municipal code of the city in which the parcel is located. Failure of the purchaser to comply with the above terms will be a default of the sale contract.

### VACANT LAND CONDITIONS:

The buyer understands and agrees that no representations have been made regarding the real property's soil conditions, including but not limited to load bearing, compaction, contamination of any type, buildability or any other conditions, by the Seller, Ramsey County, on behalf of the State of Minnesota, or the Seller's employees or agents. A potential buyer must obtain authorization from Ramsey County to perform soil testing, at their own expense, before purchasing a parcel by completing a Hold Harmless Agreement with the Tax Forfeited Lands section. Once the Buyer has purchased an interest in the property the sale will not be rescinded if soil problems are discovered after the sale.

### 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](mailto:TFL@co.ramsey.mn.us)

In Person: 90 W. Plato Blvd., St. Paul, MN

This Notice of Sale, the Resolution authorizing the sale, and the Auction List are on file in the office of the Ramsey County Auditor/Treasurer, Property Records and Revenue and notice is hereby given in accordance with state statutes that a public sale will be held at the Ramsey County Plato Building, 90 W. Plato Blvd., St. Paul, MN, in the Plato Conference Center on May 27, 2016, beginning at 10:00 a.m.

All parcels of land have been viewed and none of the parcels physically pertain to the provisions of Minnesota Statutes, sections 85.012, 92.461, 282.01, subd. 8, or 282.018.

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The County Manager has the authority to remove any parcel prior to auction 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.

Given under my hand and seal this 29th day of March, 2016



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Christopher A. Samuel, Ramsey County Auditor/Treasurer  
Property Records and Revenue

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