

LYON COUNTY TAX FORFEITED LAND

ONLINE SALES TERMS AND CONDITIONS

Lyonco.org/land4sale

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: All tax forfeited land offered at an online auction is sold to the highest bidder for not less than the Appraised value.

AUCTION REGISTRATION: mnbid.mn.gov

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.

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

PAYMENT: There will be two (2) payments due for winning bidders.

- **Payment 1** for the winning bid amount made out to "**Surplus Services**" and
- **Payment 2** for the closing fees listed below made out to "**Lyon County Auditor Treasurer**".

****Both Payments must be made in the form of a money order or cashier's check. Cash will not be Accepted.****

PAYMENT TERMS: items must be paid for in full within ten days from the date of the award. If not paid and claimed, Lyon County reserves the right to auction, in its sole discretion, any such items after the aforementioned ten-day period.

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 2025, payment of property taxes will commence in 2026. It is the Buyer's responsibility to contact Lyon County, or the city assessor where the property is located, to determine estimated future taxes payable.

CLOSING FEES: After the closing of the sale Lyon County will send the Fee amount to the winning bidder.

(This check can be made payable to "**Lyon County Auditor Treasurer**")

The following fees will be collected:	
Assurance Fee:	3% of the total sales price
State Deed:	\$46.00
Deed Preparation:	\$25.00
Deed Tax:	\$.0033 of the total sales price
Online Auction Fee:	Variable on sales price. \$50 (sale \$715 or less)
	7 percent of the sales price (sale \$716 to \$4,000),
	6 percent of the sales price (over \$4,000),
	Maximum fee per sale is \$750.

EXAMPLE OF COSTS TO EXPECT BASED ON \$50,000.00 OFFER	
Purchase Price:	\$50,000.00
3% Assurance Fee:	\$1,500.00
Deed Preparation Fee:	\$25.00
Filing Fees:	\$46.00
State Deed Tax (Price x .0033)	\$165.00
Online Auction Fee:	\$750.00
Total	\$52,486.00

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.

SELLER NOT ABLE TO PAY CLOSING COSTS, SPECIALS, OR STATUTORY FEES:

Lyon 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.

All participants in the Lyon County Tax-Forfeit Auction are hereby informed that the Lyon 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.**

***Lyon 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 effects the property.

Purchaser acknowledges that Buyer(s) were able to obtain authorization from Lyon 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.

"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.

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.

FURNISHING OF LABOR OR MATERIALS:

During the term of any contract, the Buyer shall not cause any material to be delivered or labor to be performed without written notice to the County and lien waivers obtained. Buyer further agrees to indemnify and hold the State of Minnesota, Lyon County, their officers, commissioners, employees, and agents harmless against all claims for labor and materials or services made against the property covered by any contract and for the costs of enforcing this indemnification including reasonable attorney's fees. ***Any liens will constitute a default and shall result in cancellation of the Auditor's Certificate of Purchase.***

HAZARDOUS MATERIALS INDEMNIFICATION:

The purchaser shall indemnify Lyon 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 and the services of an attorney may be necessary to make the title marketable.

CONFLICT OF INTEREST:

Lyon County officials/employees are prohibited from using privileged government data obtained through their position to further their own private interests.

As per Minnesota Statute 282.016, the direct or indirect purchase of tax forfeited land by individuals employed with the office of the County Auditor, Court Administrator of the District court, or County Assessor is prohibited.

LEAD:

Some properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead-based 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 auction close date. Contact the Auditor Treasurer's Office at propertytax@co.lyon.mn.us to arrange to see the property for such an inspection or assessment.

RADON:

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. Lyon County has not performed nor is aware of any radon testing on parcels 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 purchaser of residential tax forfeited property.

WETLANDS:

Lyon County has not performed any wetland delineation on parcels offered for sale, unless otherwise noted. No refunds will be made due to presence of wetlands.

OBLIGATION OF BIDDER:

At the time of auction's closing, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with any and all plans, documents (including any addenda), and documents attached to the auction listing.

The failure or omission of any bidder to inspect the site or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

Your bid is the same as a contract - Please only bid on land you are serious about buying. Bogus Bidders will be blocked. A winning bid constitutes a legally binding contract.

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. 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 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.**

PURCHASER INTENT FORM:

All buyers are required to complete and submit a purchaser intent form.

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 Lyon County.

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

ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for, if the bid is accepted, by the dates and times specified.