2026 Terms of Sale
For Tax Forfeited Property

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

2. **BIDDING PROCESS**

A. PROCESS: All listed properties will be sold to the highest bidder at public auction during one of two auction periods. Properties will first be offered at an **E**stimated **M**arket **V**alue (EMV) Auction and if not sold at that auction or the 30 days that follow, remaining properties will then be offered at a Minimum Bid Auction.

For the EMV Auction, bidding will begin at and must be sold at no lower than the property value specified on the sale listing which is equal to the estimated market value as determined by the most recent assessment by the Nobles County Assessor. If a property is not sold at the EMV Auction, it will remain available at the EMV price for a period of 30 days at the Auditor/Treasurer's Office. Any parcel still available at the end of the 30 day period will then be offered at the Minimum Bid Auction with the starting bid specified on the sale listing.

The county reserves the right to reject any or all bids and/or to reject any prohibited buyer or bidder as defined in Minnesota Statute 282.016. Prohibited buyers include any person or entity with delinquent taxes owing *(see statute for full listing of prohibited buyers)*.

B. SALES: All sales are final, and no refunds or exchanges are permitted. Nobles County may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

C. ERRORS: Buyer agrees to fully cooperate in adjusting for clerical errors on any documents that are part of this transaction, including, but not limited to, errors related to the amount of the purchase price.

D. FORMER OWNER(S): Prior to public auction, a property may be repurchased by payment of the sum of all delinquent taxes and assessments computed under section 282.251, together with penalties, interest and costs that accrued or would have accrued if the parcel of land had not forfeited. A property repurchased under this subdivision is no longer subject to the requirements of sections 282.005 and 282.007. All rights and interests of all interested parties remain unaffected if a property is repurchased.

E. FEES: Fees are payable to the Nobles County Auditor/Treasurer.
The County Auditor/Treasurer 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 and structures. Additional fees are required for closing such as recording fees, deed preparation fees, deed taxes, well certificates (if applicable), and auction fees which will be due at the time of closing and payable to Nobles County.

At the closing of the sale, in addition to the purchase price, the following fees will be collected:

• Assurance Fee:	3 percent of the total sales price
• Recording Fee:	$ 46.00
• State Deed Fee:	$ 25.00
• Deed Tax	$ .0033 of the total sales price
• Well Certificate (if applicable)	$ 54.00

F. PAYMENT: Payments must be made in the form of a money order or cashier's check and are due by 3:00 PM on the day of the auction or date purchased at the Auditor/Treasurer Office.

Adopted: 09/08/2026
Supersedes: 05/19/2026; 08/05/2025

3. **ASSESSMENTS:** Properties offered for sale may be subject to unpaid assessments. Before purchasing, prospective buyers should consult the City/Town Clerk for all locations, in respect to any unpaid assessments that may exist and may be added back on after purchase. 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 Statute § 429.071, Subd. 4. Prospective buyers are encouraged to also ask about future improvements that might be assessed to the property in the future.

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 the 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. Nobles County makes no warranty that the properties are "buildable". It is the sole responsibility of the 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. **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. Nobles County is not responsible for locating or determining property lines or boundaries.

7. **BIDDERS:** All bidders must register with Nobles County prior to bidding on any properties. By registering, the bidder agrees to all terms and conditions outlined on "The Terms of Sale", namely that parcels must be paid in full by 3:00 PM on the day of the auction or date purchased at the Auditor/Treasurer's Office.

8. **PROPERTY CONDITION:**

   A. **SOLD "AS IS":** All land and improvements are sold "as is" and may not conform to local building and zoning ordinances. Nobles County makes no warranties that the land is "buildable", or as to the condition of any buildings, wells, septics, soils, roads, or any other thing on the parcel. All parcels are being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters § 513.52 to 513.60, and 103.235 and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use. 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 Terms & Conditions municipal information that may affect a property. 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. **GUARANTEE WAIVER:** Nobles County makes no warranty, guaranty, or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Buyer is not entitled to any payment of loss or profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

   C. **NO DESCRIPTION WARRANTY:** Nobles County is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy themselves as to the details and conditions of the parcel offered before entering a bid.

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

E. **INSPECTION:** Bidders may inspect the property at a scheduled open house as posted on the Nobles County webpage found at: https://www.co.nobles.mn.us/departments/auditor-treasurer/tax-forfeiture-property/. Anyone who wishes to inspect the property must be 18 years of age and sign a liability wavier prior to the inspection

F. **LEAD:** Some properties may present exposure to lead form lead-based paint that may place young children at risk of developing lead poisoning. If bidder is interested in purchasing a single-family dwelling built prior to 1978, bidders have the right to conduct a risk assessment for lead-based paint hazards at the bidder's expense during the time of inspection at the Open House.

G. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that all homebuyers have an indoor radon test performed prior to 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 non-smokers 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. Nobles County has not performed and is not aware of any radon testing on properties offered for sale unless otherwise noted.

H. **TITLE:** Neither Nobles 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. The Seller conveys non-warrantied tax title, and the services of an attorney may be necessary to make the title marketable.

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

J. **HISTORY:** Nobles 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. **MORTGAGES AND OTHER LIENS:** All sales are subject to existing leases, easements, deed restrictions, covenants, dedications, and rights-of-way holders. 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. Some mortgages and liens, other than Federal and State Liens, may be canceled at forfeiture but may be re-instated after sale. It is solely the responsibility of each potential Buyer to thoroughly research such information and to check with any mortgage or lien holders on the property.

10. **WETLANDS AND FLOODPLAINS:** Nobles 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.

11. **RESTRICTIVE COVENANTS:** Some non-platted properties listed for sale may contain non-forested marginal land or wetlands as defined in Minnesota Statutes. The deed 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 lands or wetlands will be available to prospective buyers upon request.

12. **MINERAL RIGHTS:** All minerals and/or mineral rights are sold to the State of Minnesota upon forfeiture and are retained by the State when a tax-forfeited property is conveyed.

13. **LEGAL COUNSEL:** In order to protect your legal interests, it is recommended that buyers consult with a real estate attorney regarding title issues, boundary issues, assessments, mortgages and other legal matters.

14. **ACCESS:** Nobles County makes no representations, warranties, or guarantees with respect to legal access to Tax-Forfeited properties for sale. All properties are sold as is, without warranties or representation of any kind.

15. **DEFAULT:** Default shall include 1) failure to observe these terms and conditions; or 2) failure of the high bidder, buyer, or purchaser to make good and timely payment by 3:00 PM. Default may result in termination of the bid and suspension of the bidder from participation in all future sales until the default has been cured. If the highest bidder or runner-up fails in the performance of their obligations, Nobles County may exercise such rights and pursue such remedies as are provided by law, including, but not limited to: cancellation of the sale, offering the property to the runner-up or second-highest bidder, or rescheduling the auction sale. If the highest bidder fails to pay or complete the contract, Nobles County is not automatically required to sell to the runner-up. Nobles County reserves the right to reopen bidding if an error is discovered.

16. **ACCEPTANCE OF TERMS AND CONDITIONS:** By submitting a bid, a bidder agrees that the bidder has read, fully understood, and accepted these Terms of Sale, and agrees to pay by the dates and times specified. Nobles County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services.

17. **CONFLICT OF INTEREST:** Nobles County Officials and employees are prohibited from using privileged government data obtained through their position to further their own interests. As per Minnesota Statute 282.016, the direct or indirect purchase of tax forfeited property by individuals employed with the departments of the Nobles County Auditor/Treasurer, Nobles County Court Administration of the District Court, Nobles County Assessor, Nobles County Board of Commissioners, or the Nobles County Attorney is prohibited.

18. **CLOSING PROCESS & PAYMENT TERMS:** There are several steps required to close the sale after a property has been won at auction. This process follows:
    - **A.** Nobles County staff will provide Buyer with a cost sheet breaking down the additional costs to close.
    - **B.** Buyer will complete the following forms:
        - Nobles County Electronic Certificate of Real Estate Value Application
        - Buyer Affidavit
        - AS-IS Addendum
    - **C.** Buyer will provide money order or cashier's check made payable to "Nobles County".
    - **D.** Once Nobles County has received the Closing Information Forms and funds to close, Nobles County staff will send in the 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 had been recorded, Nobles County staff will mail out the deed to the buyer.