This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A26-0350

Ashcel Companies, Inc., a Minnesota Corporation,
Appellant,

vs.

County of Dodge,
Respondent.

Filed August 3, 2026
Affirmed
Larson, Judge

Dodge County District Court
File No. 20-CV-21-453

Chad D. Lemmons, Kelly and Lemmons, PA, St. Paul, Minnesota (for appellant)

Zachary J. Cronen, Theo M. Britton, Squires, Waldspurger & Mace, PA, Minneapolis, Minnesota (for respondent)

Considered and decided by Harris, Presiding Judge; Wheelock, Judge; and Larson, Judge.

NONPRECEDENTIAL OPINION

LARSON, Judge

Appellant Ashcel Companies Inc. (Ashcel) challenges a district court order granting respondent County of Dodge's (the county) motion for summary judgment. Because there are no genuine issues of material fact that preclude summary judgment, we affirm.

FACTS

The following facts drawn from the summary-judgment record are summarized in the light most favorable to Ashcel, as the party against whom summary judgment was granted. *See Henson v. Uptown Drink, LLC*, 922 N.W.2d 185, 190 (Minn. 2019).

In May 2017, due to unpaid taxes, the county's board of commissioners authorized a public sale of a parcel of property located in Kasson (the Kasson property). The Kasson property included a single-family home and a private subsurface sewage-treatment system. Prior to the sale, the county inspected the property and determined both needed to be demolished. The county expressly added a sale condition regarding demolition.

The county published a "notice of public sale of tax-forfeited lands" in a newspaper on May 17 and 24, 2017. The notice included the following: "Please note the conditions of sale at the bottom of this table." The notice listed in the conditions for the Kasson property "[a]ll buildings including the [single-family] home and the [sewage-treatment] system must be demolished" (the demolition condition). The notice also stated that "[t]he buyer will receive a receipt at the time of the sale. The Department of Revenue [(the department)] will issue a state deed after the full payment is made."

On June 14, 2017, Patrick Brown, Ashcel's president, purchased the Kasson property on Ashcel's behalf at auction. On June 30, 2017, the department conveyed the property to Ashcel via a written "conveyance of forfeited lands" after full payment was made. The conveyance stated:

> WHEREAS, pursuant to Minnesota statutes section 282.01, subd. 1a, paragraph (b) or subdivision 3 or

> subdivision 7a and related provisions, the Grantee has purchased the real property as described below, and
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> WHEREAS, the Commissioner of Revenue has determined that the Grantee has fully complied with the conditions for said conveyance and is entitled to an appropriate conveyance of the real property.

In August 2020, Brown appeared before the county's board of commissioners, requesting permission to occupy the single-family home on the Kasson property. The board discussed the Kasson property's well and sewage-treatment-system issues. In September 2020, Brown appeared again before the board, requesting to occupy the single-family home. The county denied Brown's request.

Writ of Mandamus

On July 6, 2021, Ashcel petitioned the district court for a writ of mandamus directing the county to issue a permit for a subsurface sewage-treatment system on the property. The district court issued a writ of mandamus, compelling the county to issue a permit or file an answer within 20 days. The county filed an answer and counterclaim, requesting that the district court deny Ashcel's petition and compel Ashcel to demolish the single-family home. Ashcel argued in its answer to the counterclaim that it had no obligation to demolish the single-family home.

Following certain stipulations, the parties cross-moved for summary judgment. The district court granted summary judgment in part, denied it in part, and certified the following question to our court: "Whether counties have the authority to impose a condition requiring demolition of pre-existing structures as part of a tax-forfeiture sale." In a precedential opinion, we answered the certified question in the affirmative, holding that Minn. Stat. § 282.03 (2024) authorized the county to require demolition as a condition of a tax-forfeited land sale. *Ashcel Cos. v. County of Dodge*, 10 N.W.3d 877, 885 (Minn. App. 2024) (*Ashcel I*), *rev. granted* (Minn. Dec. 17, 2024), *appeal dismissed as improvidently granted*, 19 N.W.3d 746 (Minn. 2025).

On remand, the county renewed its motion for summary judgment, requesting the district court dismiss Ashcel's petition and grant relief based on the county's counterclaim directing demolition consistent with the demolition condition. In December 2025, the district court granted the county's motion and ordered Ashcel to comply with the demolition condition. In granting the motion, the district court concluded that the demolition condition was a condition subsequent that could be performed only after conveyance. Additionally, the district court noted that the county exercised its authority to impose postsale conditions on the sale of tax-forfeited land. Minn. Stat. §§ 282.01, subd. 7a (providing that a land sale under the subdivision "shall be subject to any conditions imposed by the county board pursuant to section 282.03"), .03 (2024).

Ashcel appeals.

DECISION

Ashcel challenges the district court's decision to grant summary judgment in the county's favor. We review a district court's decision to grant summary judgment de novo. *City of Waconia v. Dock*, 961 N.W.2d 220, 229 (Minn. 2021). In doing so, "we examine whether there [are] any genuine issues of material fact and whether the district court erred in its application of the law." *Kenneh v. Homeward Bound, Inc.*, 944 N.W.2d 222, 228 (Minn. 2020). We view the evidence in the light most favorable to the party against whom summary judgment was granted, and we resolve all doubts and factual inferences in their favor. *Henson*, 922 N.W.2d at 190. If "reasonable persons might draw different legal conclusions from the evidence presented, summary judgment must be denied." *Kenneh*, 944 N.W.2d at 228.

Ashcel raises two issues on appeal: (1) whether the district court erred when it concluded the demolition condition was a condition subsequent, meaning the county can still require Ashcel to demolish the single-family home and sewage-treatment system and (2) whether an issue of *material* fact exists regarding Ashcel's actual knowledge of the demolition condition. We address each argument in turn.

A. Demolition Condition

Tax-forfeited land sales are "subject to any conditions imposed by the county board pursuant to section 282.03." Minn. Stat. § 282.01, subd. 7a. In *Ashcel I*, we concluded that Minnesota counties have statutory authority to impose conditions on the sale of tax-forfeited land. 10 N.W.3d at 885. Accordingly, the county had authority to require Ashcel (as the buyer) to demolish the single-family home and sewage-treatment system as a condition of the sale of the Kasson property. *See id.*

After our decision in *Ashcel I*, the parties disputed whether the demolition condition the county imposed was a condition precedent or a condition subsequent. "A condition precedent . . . is any fact or event, subsequent to the making of a contract, which must exist or occur before a duty of immediate performance arises under the contract." *Nat'l City Bank of Minneapolis v. St. Paul Fire & Marine Ins. Co.*, 447 N.W.2d 171, 176 (Minn. 1989). The merger doctrine typically precludes a party from asserting the right to enforce a condition precedent "after [a] deed has been executed and delivered." *Bruggeman v. Jerry's Enters., Inc.*, 591 N.W.2d 705, 708 (Minn. 1999). A condition subsequent is a future event that, if it fails to occur, discharges the parties' obligations under a preexisting contract. *See Bruggeman v. Jerry's Enters, Inc.*, 583 N.W.2d 299, 302 (Minn. App. 1998), *aff'd*, 591 N.W.2d 705 (Minn. 1999). Conditions that cannot be performed before or at the time of closing are conditions subsequent. *Bruggeman*, 591 N.W.2d at 710. Conditions subsequent are presumed not to merge once a deed has been executed and delivered and, instead, are incorporated into the conveyance. *Id.* at 710-11.

On appeal, Ashcel argues the district court erred when it concluded that the demolition condition was not a condition precedent because, according to the notice, the demolition needed to occur before the department issued the deed. Specifically, Ashcel argues the department did not have the authority to convey the property until Ashcel satisfied all conditions of the sale. *See* Minn. Stat. § 282.014(a) (2024) (conveyance will occur after a purchaser complies with the provisions of chapter 282, "the full terms and conditions of the sale, and upon full payment of the land"). And, because the deed was issued without Ashcel satisfying the condition, the merger doctrine precludes the county from enforcing the demolition condition.

The supreme court has held that, to create a condition precedent, there must be "clear and unequivocal" language that indicates the agreement, or its terms, are conditioned upon some event. *See Carl Bolander & Sons, Inc. v. United Stockyards Corp.*, 215 N.W.2d 473, 476 (Minn. 1974); *see also Mrozik Constr., Inc. v. Lovering Assocs., Inc.*, 461 N.W.2d 49, 52 (Minn. App. 1990) ("[W]e hold here that a condition precedent will not be found absent unequivocal language.”). Parties do not need to use special words to create a condition precedent, but they typically use terms such as “unless,” “until,” “contingent upon,” “subject to,” “provided that,” “as soon as,” and “after.” *See Trooien v. Talon OP, L.P.*, No. A19-1541, 2020 WL 2840230, at *4 (Minn. App. June 1, 2020) (collecting cases), *rev. denied* (Minn. Aug. 25, 2020).[1]

Upon reviewing the notice, we conclude the county did not use clear and unequivocal language to indicate that the single-family home and sewage-treatment system needed to be demolished *before* the department issued the deed. The notice stated: “All buildings including the [single-family] home and the [sewage-treatment] system must be demolished.” The notice also stated that “[t]he buyer will receive a receipt at the time of the sale. The [department] will issue a state deed *after the full payment is made*.” (Emphasis added.) No clear and unequivocal language in the notice provided that the sale was contingent on the buyer removing the single-family home and sewage-treatment system prior to the issuance of the deed. Rather, the only potential condition precedent expressed in the notice was that “full payment” needed to be made before the department would issue the deed.

Moreover, interpreting the demolition condition as a condition subsequent is consistent with the statute and *Ashcel I*. Under section 282.014(a), the county has authority to impose conditions “limiting the use of the parcel so sold”—meaning the county has authority to impose conditions subsequent. And in *Ashcel I*, we concluded that there is a

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[1] We cite nonprecedential opinions as persuasive authority only. *See* Minn. R. Civ. App. P. 136.01, subd. 1(c).

distinction between presale and postsale conditions. 10 N.W.3d at 885. Specifically, we explained that "section 282.03 is distinct from presale demolition by the county as discussed in" a different statutory provision. *Id.* Following this logic, a demolition condition established under section 282.03 in this tax-forfeited sale is a postsale condition, or condition subsequent, absent clear and unequivocal language to the contrary.

Accordingly, we conclude the demolition condition was a condition subsequent and the demolition condition, therefore, was expressly incorporated into the conveyance.[2]

B. Knowledge

Ashcel next argues that the district court erred when it concluded no genuine issue of material fact remained because a disputed issue existed regarding Brown's actual knowledge of the demolition condition. Even if this fact is in dispute, it is not material. "A fact is material if its resolution will affect the outcome of a case." *O'Malley v. Ulland Bros.*, 549 N.W.2d 889, 892 (Minn. 1996).

Under Minn. Stat. § 282.02 (2024), a county must publish notice of property that is subject to a tax-forfeiture sale. The statute does not require the buyer to have actual knowledge of the conditions set forth in the notice, so long as the county has complied with the statutory requirements.

Here, the county complied with the statutory notice requirements and explicitly included in the notice that the buyer must demolish the single-family home and sewage-treatment system. Moreover, the county put Ashcel on notice that such conditions may

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[2] Because we agree with the district court that the demolition condition was a condition subsequent, we need not reach Ashcel's alternative argument regarding equitable title.

exist when they issued the certificate of conveyance stating the conveyance was "pursuant to" section 282.01, subdivision 7a, subjecting tax-forfeited land sales "to any conditions imposed by the county board pursuant to section 282.03."

We, therefore, conclude that whether Ashcel had actual knowledge of the demolition condition is not a material fact and, accordingly, the district court did not err when it granted summary judgment in the county's favor.[3]

Affirmed.

[3] Because we conclude Ashcel's knowledge is not a material fact, we need not reach Ashcel's argument regarding the best-evidence rule.