

INSTRUCTIONS FOR OVER-THE-COUNTER LAND PURCHASE AND TERMS AND CONDITIONS OF SALE

Sale of DNR Lands

Over-the-Counter Sales

Lands that are sold “over-the-counter” are available for purchase on a first-come, first-served basis. Information on lands sold over the counter can be obtained from the Lands and Minerals section of the DNR Web site, which is www.dnr.state.mn.us, (www.mndnr.gov) or by telephone at 651-259-5959. Callers outside the Twin Cities metropolitan area may call 1-800-MINN-DNR and request the Division of Lands and Minerals.

Instructions for Over-the-Counter Sales

General instructions. IT IS RECOMMENDED THAT INTERESTED BIDDERS NOTIFY THE DIVISION OF LANDS AND MINERALS DIRECTLY BEFORE SUBMITTING PAYMENT FOR PROPERTIES AVAILABLE OVER-THE-COUNTER.

In order to purchase state land on an over-the-counter basis, the bidder must submit a written request to purchase the over-the-counter property, along with a check for the minimum payment due, to:

DNR Division of Lands and Minerals
500 Lafayette Road, Box 45
St. Paul, MN 55155-4045

The written request to purchase the over-the-counter property must provide the following information:

- Name(s) of Buyer(s). If there is more than one buyer, please state if the land is to be held as joint tenants or as tenants in common
- Mailing address
- Telephone number
- Property number(s) of the parcel(s) to be purchased with the enclosed funds
- Signature(s) of Buyer(s)

Minimum payment due. The minimum payment due is 10% of the purchase price stated on the Property Data Sheet. Payment may be made by cashier's check, certified check, personal check or bank money order. Checks are to be made payable to the Minnesota Department of Natural Resources.

Remaining payments due. The balance of the purchase price must be paid in full within 90 days of receipt by DNR of the minimum payment due.

If final payment is not made within 90 days, the Department of Natural Resources may void the sale and reoffer the property at a subsequent sale. The DNR shall return the payment made by a prospective purchaser only after deducting the full amount of damages incurred by the state.

Damages for failure to perform. The failure of the high bidder at auction to fulfill the requirements set forth above will result in the following:

- (1) Automatic default under the sale contract;
- (2) Termination of right, title and interest in the sale contract; and
- (3) Liability of the high bidder for any and all of state's damages.

The state's damages related to the sale of public land may include, but are not limited to, costs for an appraisal, a survey, advertising, and staff costs.

Terms and Conditions of Sale

Quit Claim Deed. The State will convey fee title to the property by quit claim deed upon receipt of the final payment. Delivery of a quitclaim deed to the purchaser may take up to 90 days following final payment. The purchaser shall be entitled to possession of the property as of the date of the delivery of the quit claim deed.

The State will not furnish an abstract of title. Prospective buyers are advised that the State sells the property without warranties and the State is not under any duty or obligation to perform any acts or to pay for any expenses that may be incurred in connection with possible deficiencies of title or encumbrances to the property or improvements.

All properties are sold subject to all railroad, highway, state forest roads, or other easements, any utility licenses issued pursuant to Minnesota Statutes, sec. 84.415, and other restrictions or reservations required by law. All minerals and mineral rights on all properties are reserved to the State.

The existence of non-forested marginal lands or wetlands is stated on the Property Data Sheet. Properties containing non-forested marginal lands or wetlands will have a restrictive covenant placed upon the patent or quit claim deed, as required by Minnesota Statutes, sec. 103F.535, subd. 1. This covenant precludes enrollment of the land in a state funded program providing compensation for conservation of marginal land or wetlands. A Notice of Determination of Marginal Land/Wetland for each property is available upon request.

Taxes and assessments. Purchaser shall pay all real estate taxes and special assessments due and payable in the year of sale and thereafter.

Properties sold As Is. These properties and improvements are sold AS IS. The State makes no representations or warranties regarding the condition or use of the property or the improvements including, but not limited to, the condition or habitability of any buildings, or the condition of any wells, septic systems, soils, access, or any other thing on site. Prospective bidders are advised to inspect the property, improvements, plat maps, easements, conditions of title, and encroachments in order to insure knowledge of existing conditions.

All properties are sold subject to local zoning ordinance now or hereafter adopted by units of local government.

DNR employees ineligible. Employees of the Minnesota Department of Natural Resources are prohibited from bidding or purchasing the properties, as provided by Minnesota Statutes, section 92.71.

Right to reject bids. The State reserves the right to cancel the sale or reject any and all bids at any time.

5/2010