

**INVITATION FOR OFFERS  
HASTINGS WMA  
PARCEL #19003**

The State of Minnesota, acting by and through its Commissioner of Natural Resources (the "State"), is offering for sale certain real property located in Dakota County legally described in Exhibit A (the "Property").

**INSTRUCTIONS**

- 1. Offer Form:** Offers must be submitted on the offer form ("Offer for Purchase of Real Property") attached hereto as Exhibit B, and made a part hereof thereby.
- 2. Minimum Offer:** **The minimum offer for Parcel #19003 is \$2,813,000.00.** All offers must be at least the minimum amount. Any offers below the minimum amount will be rejected.
- 3. Offers Executed on Behalf of Another:** An offer executed by an attorney or agent on behalf of another shall be accompanied by an authenticated copy of his/her Power of Attorney to act on behalf of the person making the offer. Any corporations submitting offers must furnish evidence that the officer(s) who execute(s) the offer has been given the power to act on behalf of the corporation by Board resolution.
- 4. Eligibility:** Persons making offers must be at least 18 years of age.
- 5. Reservations:** The State reserves the right to reject any offer, to waive defects and technicians in an offer package, to readvertise the Property, or withdraw the Property from sale at any time.
- 6. Indemnification:** Person, or entity, making offer agrees for and on behalf of him/herself, his/her heirs, successors and assigns that he/she shall indemnify and hold the State, acting by and through its Department of Natural Resources, harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale, or failure to sell the Property, including claims for personal or bodily injury, death, or contract damages.
- 7. Modifications:** The terms and conditions and provisions herein are subject to change.

## TERMS AND CONDITIONS OF SALE

- 1. Purchase Agreement:** After acceptance of an offer, the purchase agreement (the “Purchase Agreement”), attached as Exhibit C, and made a part hereof thereby, will be provided to the person making the offer. He/she shall have three (3) business days after receipt of the Purchase Agreement to execute and return to the Department of Natural Resources, Division of Lands & Minerals, Transactions Unit, Box 45, 500 Lafayette Road, St. Paul, MN 55155-4045.
- 2. Inspection of Property:** All persons interested in making an offer are invited, encouraged, and cautioned to thoroughly inspect the Property prior to submitting an offer. The Property is raw land and is open for inspection at any time. Prior to entering onto the site, however, please notify either Aaron Vande Linde at 651-259-5955 ([aaron.vandelinde@dnr.state.mn.us](mailto:aaron.vandelinde@dnr.state.mn.us)) or Trina Zieman at 651-259-5792 ([trina.zieman@dnr.state.mn.us](mailto:trina.zieman@dnr.state.mn.us))
- 3. Condition of Property:** The information contained herein is not a warranty or guaranty of any kind by the State or its agents. Prospective purchasers are encouraged to thoroughly inspect the Property and condition of title in order to insure full knowledge of existing conditions prior to submitting an offer. The Property is sold “AS-IS”. The State makes no representations or warranties regarding the Property condition, its use or the marketability of its title.
- 4. Zoning:** Verification of the present zoning and determination of permitted uses there under, along with compliance of the Property for present or proposed future use(s), shall be the responsibility of the person submitting an offer and the State makes no representation in regard thereto.
- 5. Advertising or Other Material:** Information included in advertising or other material provided to interested parties from authorized representatives of the State is from sources deemed reliable; however, the State assumes no liability for errors, omissions or changes.
- 6. Modifications:** The terms, conditions and provisions herein are subject to change.

## EXHIBIT C

### PURCHASE AGREEMENT HASTINGS WMA PARCEL #19003

This AGREEMENT is made as of the Effective Date by and between \_\_\_\_\_, whose address is \_\_\_\_\_, (the "BUYER"), and the State of Minnesota, Department of Natural Resources (the "SELLER").

**WHEREAS**, Minnesota Laws 2005, Chapter 156, Article 2, Section 45, as amended by Minnesota Laws 2007, Chapter 148, Article 2, Section 45 ("Laws 2005" and "Laws 2007" respectively), authorize the Commissioner of Natural Resources to identify and sell at least \$6,440,000.00 of state-owned land; and,

**WHEREAS**, the Commissioner of Natural Resources identified certain property to sell that was formerly enrolled in the Outdoor Recreation System as wildlife management area; and

**WHEREAS**, the Commissioner of Natural Resources offered said property for sale pursuant to Laws 2005, Laws 2007; and

**WHEREAS**, the Buyer was determined to have submitted a successful offer.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the SELLER and BUYER agree as follows:

**1. Sale of Property.** SELLER agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following real property located in Dakota County, State of Minnesota, legally described as follows:

**SEE EXHIBIT #1**  
(hereinafter the "PROPERTY")

together with all easements and rights benefiting or appurtenant to the PROPERTY.

**2. Purchase Price and Manner of Payment.**

**2.1** The total purchase price to be paid by the BUYER to the SELLER shall be Two Million Eight Hundred Thirteen Thousand and NO/100 Dollars (\$2,813,000.00).

**2.2** The Purchase Price shall be payable as follows:

**2.2.1** Three Hundred Thousand Dollars and NO/100 Dollars (\$300,000.00) payable as an earnest money deposit (“Earnest Money”) concurrently with BUYER’S offer for the PROPERTY;

**2.2.2** Two Million Five Hundred Thirteen Thousand Dollars and NO/100 Dollars (\$2,513,000.00) by wire transfer of U.S. Federal Funds received in SELLER’S designated account on or before 9:00 a.m. on the date identified as the Closing Date in Section 5 herein.

**3. BUYER’S Contingencies.** The obligations of the BUYER under this AGREEMENT are contingent upon each of the following (the “Contingencies”):

**3.1 Inspection.** SELLER shall allow BUYER, and BUYER’S agents and/or independent contractors, access to the PROPERTY without charge and at all reasonable times for the purpose of BUYER’S inspection and testing of the PROPERTY. BUYER shall pay all costs and expenses of such inspection and testing. BUYER shall indemnify and hold the State, acting by and through its Department of Natural Resources, harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale, or failure to sell the Property, including claims for personal or bodily injury, death, contract damages, or liens filed against the PROPERTY by BUYER’S independent contractors or agents. On, or before, \_\_\_\_\_, BUYER shall have determined that BUYER is satisfied with the results of and matters disclosed by BUYERS inspection, testing and review.

**3.2 Governmental Approvals.** On, or before, \_\_\_\_\_, BUYER shall obtain at BUYER’S expense, all final governmental approvals necessary in BUYER’S judgment in order to make use of the PROPERTY as BUYER intends. SELLER shall without charge to BUYER cooperate with BUYER in the filing of any required applications provided that by its participation SELLER is not required to expend any monies or will not become liable for the payment or expenditure or any monies.

**3.3 Financing.** BUYER shall apply for and secure at BUYER’S sole expense a commitment for financing necessary and sufficient to complete the purchase of the PROPERTY. On, or before, \_\_\_\_\_, BUYER shall have received commitment for financing acceptable to BUYER.

**3.4 Title.** On, or before, \_\_\_\_\_, BUYER shall have determined that BUYER is satisfied with the results of and all matters disclosed by BUYER’S title commitment.

If any Contingency in this Section has not been satisfied within the time frame set forth for a particular Contingency herein, or if not set forth for that Contingency herein, then on or before the Closing Date, then this AGREEMENT may be terminated, at BUYER’S option, by written notice from BUYER to SELLER given at any time on or before the applicable contingency date.

Upon such termination, the Earnest Money shall be released to BUYER and upon such return neither party will have any further rights or obligations regarding this AGREEMENT or the PROPERTY. The BUYER shall have the right to unilaterally waive any contingency by written notice to SELLER.

4. **Closing.** The closing of the purchase and sale contemplated by this AGREEMENT shall occur on \_\_\_\_\_ (the "Closing Date"). The closing shall take place at Department of Natural Resources, Division of Lands & Minerals, 500 Lafayette Road, St. Paul, MN 55155-4045 or at such other place or time as may be agreed to. SELLER agrees to deliver possession of the PROPERTY to BUYER at the time of closing.

5. **Quit-Claim Deed.** At the closing, SELLER shall deliver to BUYER a properly executed Quit-Claim Deed in a form approved by the Office of the Attorney General in its sole discretion.

6. **Title.** The Seller will not furnish an abstract of title for the PROPERTY. SELLER provides no warranties regarding title to the PROPERTY. The SELLER assumes no obligation to perform any acts or to pay any expenses incurred in connection with possible title deficiencies except to deliver a properly executed Quit-Claim Deed; independent of whether or not the PROPERTY is subject to any easements, of record or not of record. The PROPERTY is subject to reservation and exception of all minerals and mineral rights for the SELLER'S own use.

7. **Closing Costs.**

7.1 BUYER will be responsible for closing costs including, but not limited to, title evidence, title insurance, title opinion, and Buyer's attorneys' fees, if any.

7.2 SELLER will be responsible for the following closing costs: recording fees and state deed tax.

8. **Real Estate Taxes and Special Assessments.** Real estate taxes payable in the year 2009 will be prorated between SELLER and BUYER based on the Closing Date. BUYER will pay real estate taxes in the year 2010. SELLER will be responsible for payment of all special assessments levied, pending or constituting a lien against the PROPERTY prior to the Closing Date; special assessments levied post-Closing Date will be the responsibility of BUYER.

9. **SELLER'S Representations and Warranties.** The PROPERTY is sold AS-IS. SELLER makes no representations or warranties regarding the condition of the PROPERTY, its use, or the marketability of SELLER'S title.

10. **Wells.** The SELLER knows of no wells on the PROPERTY.

11. **Storage Tanks.** The SELLER knows of no aboveground or underground storage tanks on the PROPERTY.

**12. State Audits.** Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the BUYER relevant to the AGREEMENT shall be subject to examination by the SELLER and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Closing Date.

**13. Assignment.** Neither party may assign its rights under this AGREEMENT before or after the Closing without the prior written consent of the other party.

**14. Captions.** The paragraph headings or captions appearing in this AGREEMENT are for convenience only, are not part of this AGREEMENT and are not to be considered in the interpretation of this AGREEMENT.

**15. Entire Agreement; Modification.** This AGREEMENT constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the sale of the PROPERTY. There are no verbal agreements that change this AGREEMENT and no waiver of any of its terms will be effective unless in a writing executed by both parties.

**16. Binding Effect.** This AGREEMENT binds and benefits the parties and their successors in interest.

**17. Controlling Law.** This AGREEMENT has been made under the laws of the State of Minnesota, and such laws shall control its interpretation.

**18. Notices.** All notices or communications between BUYER and SELLER shall be deemed sufficiently given or rendered if in writing and delivered to either party personally; or, if mailed by United States registered or certified mail to the address set forth below or such future addresses as may be subsequently supplied by the parties hereto to each other, return receipt requested, postage prepaid; or, if transmitted by facsimile copy followed by mailed notice; or, if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

SELLER:  
STATE OF MINNESOTA  
Department of Natural Resources  
Division of Lands & Minerals  
Box 45  
500 Lafayette Road  
St. Paul, MN 55155-4045

BUYER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Remedies.** If BUYER defaults under this AGREEMENT, SELLER shall have the right to terminate this AGREEMENT by giving written notice to BUYER. If BUYER fails to cure such default within 15 days of the date of such notice, this AGREEMENT will terminate, and upon such termination SELLER shall retain the Earnest Money as liquidated damages. The termination of this AGREEMENT and retention of the Earnest Money shall be the sole remedy available to SELLER for such default by BUYER, and BUYER will not be liable for damages or

specific performance. If SELLER defaults under this AGREEMENT, BUYER shall have the right to seek specific performance of the AGREEMENT. BUYER shall have no right to seek monetary damages from SELLER for SELLER'S default hereunder.

**20. Effective Date.** This AGREEMENT shall be effective upon the date that the final requested signature is obtained pursuant to Minnesota Statutes, section 16C.05, subdivision 2 ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have set their hands on the date(s) indicated below intending to be bound thereby.

**SELLER:**  
STATE OF MINNESOTA  
Department of Natural Resources

**BUYER:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Kathy Lewis, Assistant Director  
Division of Lands & Minerals

By: \_\_\_\_\_  
\_\_\_\_\_

Print Name

Its: Assistant Director

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_