

PURCHASE AGREEMENT

RESOLUTION 2017-12

THIS PURCHASE AGREEMENT shall be effective as of the 7TH day of March, 2017, and is made and entered into by and between MinnWest Technology Campus Management Company, LLC, a Minnesota LLC, whose address is 1700 Technology Drive NE, Suite 101, Willmar, MN 56201 ("Buyer") and Kandiyohi County, a body politic and corporate under the laws of Minnesota, whose address is 2200 23rd Street NE, Willmar, MN 56201-9423 ("Seller").

WHEREAS, Seller is the owner of Property which it acquired from the State of Minnesota; and

WHEREAS, Buyer does make certain commitments concerning job creation and the development and continued use of the land being purchased herein, and

WHEREAS, Seller and Buyer had entered into an Option Agreement to allow Buyer to purchase certain land under certain circumstances and when Buyer has complied with provisions of the Option Agreement, and that Buyer has complied with the provisions of Option Agreement,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, 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 property (cumulatively the "Property"):

1.1 Real Property. The real property located in Kandiyohi County, State of Minnesota, which is located at 1701 Technology Drive NE, Willmar, MN 56201, legally described as follows:

See attached Exhibit A

together with (1) all buildings and improvements constructed or located thereon and (ii) all easements and rights benefiting or appurtenant thereto (collectively the "Real Property")

1.1.1 Historical Preservation Requirement. Buyer Agrees that the buildings will be maintained with established exterior standards for preservation, rehabilitation, restoration and reconstruction of historical buildings. The Buyer will enter into an agreement with the Minnesota State Historical Preservation Office providing for the review and approval of projects impacting the exterior of buildings, and including any changes to landscaping.

1.2 Personal Property. All of the personal property situated in or about the Real Property owned by Seller and described on the inventory attached as Exhibit B to this Purchase Agreement and made a part hereof thereby.

1.3 Fixtures. All of the fixtures situated on the Real Property and owned by Seller except those described on the inventory attached as Exhibit C to this Purchase Agreement and made a part hereof thereby. Buyer will also be purchasing the generator located on within the Real Property for its depreciated value of \$635.32.

2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller shall be the sum of Sixty-Nine Thousand Sixty-One and No/100 Dollars (\$69,061.00). The Purchase Price will be payable in one lump sum on the date specified in Section 3 herein as the Closing Date.

3. Closing. The closing of the purchase and sale contemplated by this Purchase Agreement (the "Closing") shall occur on the 30th day of June, 2017, (the "Closing Date"). The Closing shall take place at 9:00 a.m. local time at the office of Johnson, Moody, Schmidt & Kleinhuizen, P.A., 320 1st St. South, Willmar, MN 56201 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.

4. Quit-Claim Deed. On the Closing Date, Seller shall deliver to Buyer a properly executed quit claim deed in a form approved by the Seller in its sole discretion (the "Quit Claim Deed").

5. Title. Seller will not furnish or supply and is not required to furnish or supply any form of abstract of title or other evidence of title for the Real Property. Seller does not, will not, and shall not be required to make or provide any warranties regarding the status of the title to the Property. Seller assumes no obligation and is not required to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver a properly executed Quit-Claim Deed.

6. Closing Costs. Buyer shall be responsible for paying all closing costs included but not limited to title evidence, title insurance, a title opinion, recording costs, deed taxes and its own attorney fees.

7. Real Estate Taxes and Special Assessments. Real estate taxes for the Real Property payable in the year of the Closing will be prorated between Seller and Buyer based on the Closing Date. Seller shall be responsible for the payment of all special assessments that have been levied, are pending, or constitute a lien against the Property as of the Closing Date.

8. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Purchase Agreement to the Closing Date, Seller may, at its sole option and discretion, operate and maintain the Property in its ordinary course of business and in accordance with Seller's normal standards. If either party discovers a new condition that requires a repair, Seller may make any such repairs as Seller determines in its sole discretion are necessary for its use of the Property. If, however, Seller decides not to make the repair, Seller shall notify Buyer immediately of the condition and its decision not to make such repair. In the event Seller provides such notice, Buyer shall have the right upon reasonable notice to enter the Property during all business hours for the purposes of inspecting or making repairs to the Property at Buyer's sole cost and expense. When inspecting or making repairs to the Property, Buyer will not unduly interfere with Seller's

use of the Property.

9. Operating Costs. Seller shall be responsible for all operating costs of the Property that occur prior to the Closing Date and Buyer shall be responsible for all operating costs of the Property that occur on and after the Closing Date.

10. Damage. If, prior to the Closing Date, all or a material portion of the Property is substantially damaged by fire, casualty, the elements, or any other cause, Seller shall immediately give notice to Buyer, and unless Buyer agrees, in writing, to accept the Property as so damaged, Seller shall have thirty (30) days after such notice to terminate this Purchase Agreement and Buyer hereby consents to such termination. If Seller does not elect to terminate this Purchase Agreement as a result of such damage, Seller must, at its sole cost and expense commence to repair such damage and return the Property to its condition prior to such damage and the Closing shall be extended and delayed until such repairs have been completed. Seller shall possess and own all insurance that it has taken out on the Property and paid premiums for and shall have the sole right to receive the proceeds of all such insurance.

11. Representations and Warranties by Seller. The Property is sold AS-IS. Seller makes no representations or warranties regarding (i) the condition of the Property, including but not limited to the environmental condition thereof or any environmental hazards that may exist thereon or there under, (ii) the status or marketability of the legal title to the Property, or (ii) how the Property has been used or may be used.

12. Wells. Seller is not aware of and does not have any knowledge of any wells that exist on the Real Property.

13. Storage Tanks. Seller is aware of and has disclosed to Buyer the location of the underground and - aboveground fuel tanks located on the Real Property, and Buyer acknowledges that it is aware of such tanks and their location as disclosed to it by Seller. Seller is not aware of and does not have any knowledge of any other aboveground or underground tanks that exist on the Real Property.

14. 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 this Purchase Agreement shall be subject to examination by the Seller and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

15. Assignment. Either party may assign its right under this Purchase Agreement with the prior written consent of the other party before or after the Closing. Any such assignment will not relieve such assigning party of its obligations under this Purchase Agreement.

16. Captions. The paragraph headings or captions appearing in this Purchase Agreement are for convenience only, are not a part of this Purchase Agreement and are not to be considered in interpreting this Purchase Agreement.

17. Entire Agreement; Modification. This Purchase Agreement constitutes the

complete agreement between the parties regarding the sale of the Property 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 Purchase Agreement and no waiver of any of its terms will be effective unless in writing executed by the party hereto making such waiver.

18. Binding Effect. This Purchase Agreement binds and benefits the parties and their successors in interest.

19. Controlling Law. This Purchase Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

20. 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 addresses 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:

Kandiyohi County
Health and Human Services Building, Ste 2020
2200 23rd Street NE
Willmar, MN 56201-9423
Attn. Larry Kleindl

Buyer:

MinnWest
1700 Technology Drive NE, Suite 101
Willmar, MN 56201 Attn.
Attn: James Sieben

21. Defaults. If either party hereto fails to fully and completely comply with the provisions contained herein that are imposed on such party, the other party hereto shall provide written notice to such defaulting party specifying the nature of such failure to comply and the actions required to remedy such failure, and if such defaulting party does not correct such failure within thirty (30) days of such notice such failure shall be deemed to be a default hereunder.

22. Remedies. If either party defaults under this Purchase Agreement, the non-defaulting party hereto shall have the right to terminate this Purchase Agreement and seek damages for such failure or to seek specific performance of this Purchase Agreement.

23. Attorney's Fees. Each of the parties will pay its own attorneys fees, except that a party defaulting under this Agreement will pay the reasonable attorney's fees and court

costs incurred by the non-defaulting party to enforce its rights regarding such default.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT

BLANK.

IN WITNESS WHEREOF, Kandiyohi County and MinnWest, by their execution below, indicate their consent to the terms of this Agreement.

KANDIYOHI COUNTY

By _____
Its Chair

By _____
Its: County Auditor

STATE OF MINNESOTA)
 ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ and _____, Chair of the Board of Commissioners and County Auditor, respectively, of Kandiyohi County, a body corporate and politic organized and existing under the laws of the State of Minnesota.

Notary Public

**MinnWest Technology Campus
Management Company, LLC,
a Minnesota LLC**

By _____
Its:

By _____
Its:

STATE OF MINNESOTA)
 ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of
_____, 20__, by _____ and _____, the
_____ and _____, respectively, of MinnWest
Technology Campus Management Company, LLC, a Minnesota LLC.

Notary Public

This instrument was drafted by:

JMSK
P.O. Box 913
Willmar, MN 56201
320-235-2000

EXHIBIT A
LEGAL DESCRIPTION

That part of Government Lot 3, Section 1, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

- Commencing at the southwest corner of Parcel 26, as shown on the record plat entitled MINNWEST TECHNOLOGY CAMPUS RIGHT OF WAY PLAT NO. 1, on file in the office of the Kandiyohi County Recorder;
- thence on a bearing of North 81 degrees 58 minutes 00 seconds West, along the northwesterly boundary line of Parcel 31, as shown on said record plat entitled MINNWEST TECHNOLOGY CAMPUS RIGHT OF WAY PLAT NO. 1, a distance of 88.16 feet;
- thence southwesterly, along the northwesterly boundary line of said Parcel 31, on a curve concave to the south, which has a radius of 110.00 feet, a central angle of 40 degrees 37 minutes 47 seconds, and a chord bearing of South 77 degrees 43 minutes 06 seconds West, a distance of 78.00 feet to the point of beginning of the land to be described;
- thence continuing southwesterly, a distance of 109.21 feet, along the northwesterly boundary line of said Parcel 31, on a curve concave to the south, which has a radius of 110.00 feet, a central angle of 56 degrees 53 minutes 03 seconds, and a chord bearing of South 28 degrees 57 minutes 41 seconds West;
- thence on a bearing of South 00 degrees 31 minutes 09 seconds West, along the northwesterly boundary line of said Parcel 31, a distance of 48.43 feet;
- thence on a bearing of North 59 degrees 24 minutes 32 seconds West a distance of 258.79 feet to the easterly right of way boundary line of the State Highway;
- thence northeasterly, a distance of 322.35 feet, along the easterly right of way boundary line of the State Highway, on a curve concave to the west, which has a radius of 5779.58 feet, a central angle of 3 degrees 11 minutes 44 seconds, and a chord bearing of North 28 degrees 59 minutes 36 seconds East;
- thence on a bearing of South 60 degrees 15 minutes 26 seconds East, a distance of 164.88 feet;
- thence on a bearing of South 12 degrees 28 minutes 48 seconds East, a distance of 91.63 feet;
- thence on a bearing of South 31 degrees 43 minutes 20 seconds West, a distance of 87.42 feet;
- thence on a bearing of South 01 degrees 29 minutes 18 seconds East, a distance of 27.90 feet to the point of beginning.

This property is also identified as Proposed Future Unit 6 on the plat of Common Interest Community No. 40, A Planned Community, MinnWest Technology Campus.

EXHIBIT B
PERSONAL PROPERTY

EXHIBIT C
FIXTURES NOT TO BE SOLD WITH PROPERTY