



Board of County Commissioners Agenda Request

24
Agenda Item #

Requested Meeting Date: August 27, 2019

Title of Item: Vacant Land Purchase for Fairgrounds

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
--	---	---

Submitted by: Jessica Seibert	Department: Administration
---	--------------------------------------

Presenter (Name and Title):	Estimated Time Needed:
------------------------------------	-------------------------------

Summary of Issue:

On July 9, 2019 the County Board authorized staff to proceed with the purchase of vacant land for the fairgrounds for a price of \$10,000. Staff asks that the Board adopt the attached resolution of approval.

Also attached is a copy of the signed Purchase Agreement for your review.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt resolution.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED August 27, 2019

By Commissioner: xx

20190827-0xx

Vacant Land Purchase for Fairgrounds

WHEREAS, on July 9, 2019 the Aitkin County Auditor asked for County Board approval to purchase vacant land adjacent to the County Fairgrounds, and

WHEREAS, the Aitkin County Board of Commissioners authorized moving ahead with such acquisition for a price of Ten Thousand Dollars (\$10,000.00), and

WHEREAS, on July 19, 2019 a Purchase Agreement was made between Leroy D. Wohlers, (Seller) and the County of Aitkin (Buyer), and

WHEREAS, Seller agreed to sell real property in Aitkin County, Minnesota, legally described as follows:

The South 477 feet of the North 661 feet of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) which lies West of Mud River in Section 24, Township 47, Range 27.

NOW THEREFORE, BE IT RESOLVED that the County Board officially approves the Purchase Agreement and directs that the Purchase Agreement be placed on file in the office of the County Administrator.

Commissioner xx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 27th day of August, 2019 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 27th day of August, 2019

Jessica Seibert
County Administrator

COPY

VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on July 19, 2019, by and between, Leroy D. Wohlers, a single person (hereinafter referred to as "Seller") and the County of Aitkin, a political subdivision of the State of Minnesota (hereinafter referred to as "Buyer").

2. **OFFER-ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property in Aitkin County, Minnesota, legally described as follows:

The South 477 feet of the North 661 feet of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) which lies West of Mud River in Section 24, Township 47, Range 27.

Aitkin County, Minnesota
(Abstract)

("Property").

3. **PRICE AND TERMS.** The price for the real property included in this sale is Ten Thousand Dollars (\$10,000.00), which Buyer shall pay as follows:

\$10,000.00 due and payable on or before the date of closing.

4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller agrees to execute and deliver a Warranty Deed in recordable form conveying fee simple marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of premises not subject to unreleased forfeiture.
- (c) Reservation of any minerals or mineral rights.
- (d) Road and utility easements.

5. **DEED TAX/CLOSING COSTS.** Buyer will pay all closing costs that are necessary to close the transaction.

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Seller shall pay the real estate taxes due in 2018, and all prior years, and any unpaid installments of special assessments payable therewith. Seller and Buyer shall prorate the real estate taxes, and any unpaid installments of special assessments payable therewith, that are due in 2019 on a calendar year basis.

7. **CONDITION OF PROPERTY/WAIVER OF DISCLOSURES.** The land "the property" is being sold "AS IS" with no express or implied representations or warranties by Seller as to the physical condition or fitness for any particular purpose. Seller and Buyer hereby waive any written disclosure that may be required under Minn. Stat. Sections 513.52 through 513.60.

8. ENVIRONMENTAL CONCERNS. To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks on the described real property and the described real property is not in violation of any law relating to environmental conditions, including, without limitation, soil and ground water condition. Seller has not done anything to the described real property during Seller's ownership thereof that could be considered to be a "disposal," "release," or "threatened release" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §960 *et. seq.*), as amended, of any "Hazardous Material" defined as any hazardous or toxic substance, material or waste or pollutants, contaminants, or asbestos-containing material which is or becomes regulated by any authority with jurisdiction over the described real property.

9. POSSESSION. Seller shall deliver possession of the property on the Date of Closing.

10. CLOSING. The closing shall take place at Ryan, Brucker, & Kalis, Ltd. on or before August ____, 2019, unless Seller and Buyer mutually agree otherwise in writing.

11. TITLE AND EXAMINATION. Within a reasonable time period after acceptance of this Purchase Agreement, Buyer will obtain title evidence, which may include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments.

A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota as selected by Buyer. Buyer shall be responsible for the title search and exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of any title insurance policy(ies) if so requested by Buyer, including but not limited to the premium(s), Buyer's name search and plat drawing, if any. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in Seller's possession or control, for this property to Buyer.

Seller shall use Seller's best efforts to provide marketable title by the Date of Closing. In the event Seller has not provided marketable title by the Date of Closing, Seller shall have an additional 30 days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement form confirming said cancellation and directing any earnest money and any additional money paid hereunder to be refunded to Buyer.

12. WELL DISCLOSURE. Seller certifies that there are no wells on the described real property.

13. SEPTIC SYSTEM DISCLOSURE. Seller certifies that there is no septic system on the described real property.

14. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

15. ENTIRE AGREEMENT. This Purchase Agreement, signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between Buyer and Seller. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of the Purchase Agreement. **Buyer may be required to pay certain closing costs, which may effectively increase the cash outlay at closing.**

16. ACCEPTANCE. To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered to each party.

17. DEFAULT. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the provisions of Minn. Stat. Section 559.21 or 559.217. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

18. MINNESOTA LAW. This Purchase Agreement shall be governed by the laws of the State of Minnesota.

19. SURVIVAL. This Purchase Agreement shall survive the closing and delivery of title to Buyer and shall not merge with the deed conveying title to the subject premises from Seller to Buyer.

20. MULTIPLE ORIGINALS. Seller and Buyer may sign multiple originals of this Purchase Agreement, each of which shall be deemed to be an original for all purposes.

SELLER

A handwritten signature in cursive script, appearing to read "Leroy D. Wohlert", written over a horizontal line.

Leroy D. Wohlert


BUYER

COUNTY OF AITKIN

By: 

Anne Marcotte

Its: County Board Chair

By: 

Jessica Seibert

Its: County Administrator