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MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and City Council
FROM: Timothy J. Kuntz, City Attorney
DATE: February 6, 2018
RE: Authorization to Advertise and Solicit Bids for the Sale of Real Property
Owned by the City of Inver Grove Heights at 5039 Brent Avenue;
February 12, 2018 Council Meeting

Section 1. Background. The City of Inver Grove Heights owns vacant land in the City of Inver Grove Heights described as follows (“Real Property”):

Legal Description: Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota (Abstract Property)
Lot Size: Approximately 62 feet x 125 feet; 0.18 acres; 7,704 square feet
PID#: 20-30300-01-050
Utilities: sanitary sewer and municipal water available
Zoned: R-1C, single-family residential
Location: 5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50th Street East on the west side of Brent Avenue

The City received the Real Property by way of a Warranty Deed from Khai Tran and Lequyen Tran dated April 11, 2017 recorded as Dakota County Document No. 3186354. Due to the hazardous condition of the existing dwelling on the Real Property, the dwelling was demolished by the City, followed by an environmental assessment. The Real Property was excavated and restored based on the City’s building inspection and engineering site plan guidelines for demolitions.

The City has determined that the Real Property is no longer needed for public purpose and that it would be beneficial to the City to sell the Real Property. Under Minnesota Statutes § 412.211, the City has the power to sell land it no longer needs.

The City desires to advertise the Real Property for sale and solicit bids from the public and to accomplish that, has prepared the attached Notice of Request for Purchase Offers for Vacant Land together with the attached Instructions to Bidders and Purchase Agreement Form.

Section 2. Schedule for Advertising and Soliciting Bids. The proposed schedule for the advertising, solicitation and awarding of bid is proposed as follows:

- January 8, 2018: Council authorizes solicitation and bids for sale of Real Property at its regular City Council meeting
- January 24, 2018: Notice of Request for Purchase Offers for Vacant Land sent to City's Official newspaper (*South-West Review*) for publication on January 28, 2018 and February 4, 2018
- January 28, 2018: Notice of Request for Purchase Offers for Vacant Land published in the *South-West Review*
- February 4, 2018: Notice of Request for Purchase Offers for Vacant Land published in the *South-West Review*
- February 12, 2018: Council approves Notice of Request for Purchase Offers and form Purchase Agreement at its regular City Council meeting
- February 28, 2018: Last day for City to receive offers; Offers opened at 4:30 p.m.
- March 12, 2018: City Council considers offers at its regular Council meeting
- March 26, 2018: City Council awards best offer and approves Purchase Agreement at its regular Council meeting
- April 26, 2018: Closing on the sale of the property to the selected bidder

Section 3. Advertising and Soliciting Documents. The following attached documents have been prepared in connection with advertising and soliciting bids for the sale of the Real Property:

1. Notice of Request for Purchase Offers for Vacant Land;
2. Instructions to Bidders; and
3. Purchase Agreement Form.

In the Instructions to Bidders, individuals wishing to make an offer are instructed to fill in the amount they are offering as the purchase price.

The salient terms of the Purchase Agreement Form are as follows:

- City conveys property by way of Warranty Deed to Buyer
- Buyer owes City 10% of the purchase price as earnest money payable upon City accepting offer to purchase Real Property
- Remaining balance of purchase price due at closing by wire transfer, cash or certified check (whichever method is required by the title company)
- Buyer is purchasing property "As Is" with no representations or warranties by City as to

condition of Real Property

- City will pay for title commitment and Buyer will pay for title insurance premium
- City will pay the state deed tax
- The property is subject to a use restriction that use of the property is only for the construction, use and occupancy of a single family residential dwelling and associated accessory uses and accessory structures allowed by the City's zoning code.

Section 4. Council Action. At the February 12, 2018, Council meeting, the Council will be asked to consider the following:

Resolution Authorizing the Advertisement and Solicitation of Bids for Sale of Real Property Owned by the City of Inver Grove Heights Located at 5039 Brent Avenue and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement.

The Council will also be asked to approve the following attached forms:

1. Notice of Request for Purchase Offers for Vacant Land;
2. Instructions to Bidders; and
3. Purchase Agreement Form.

Attachments:

- Resolution Authorizing the Advertisement and Solicitation of Bids for Sale of Real Property Located at 5039 Brent Avenue Owned by the City of Inver Grove Heights and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement
- Notice of Request for Purchase Offers for Vacant Land
- Instructions to Bidders
- Purchase Agreement Form

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE ADVERTISEMENT AND SOLICITATION OF
BIDS FOR SALE OF REAL PROPERTY OWNED BY THE CITY OF INVER GROVE
HEIGHTS LOCATED AT 5039 BRENT AVENUE AND APPROVING A NOTICE OF
REQUEST FOR PURCHASE OFFERS FOR VACANT LAND TOGETHER WITH A
FORM PURCHASE AGREEMENT**

WHEREAS, the City of Inver Grove Heights (City) owns vacant land in the City of Inver Grove Heights described as follows (“Real Property”):

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota. (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50 th Street East on the west side of Brent Avenue

WHEREAS, The City received the Real Property by way of a Warranty Deed from Khai Tran and Lequyen Tran dated April 11, 2017 recorded as Dakota County Document No. 3186354. Due to the hazardous condition of the dwelling on the Real Property, the dwelling was demolished by the City followed by an environmental assessment. The Real Property was excavated and restored based on the City’s building inspection and engineering site plan guidelines for demolitions.

WHEREAS, the City has determined that the Real Property is no longer needed for public purpose and that it would be beneficial to the City to sell the Real Property.

WHEREAS, under Minnesota Statutes § 412.211, the City has the power to sell land it no longer needs.

WHEREAS, the City desires to advertise the Real Property for sale and solicit bids from the public and to accomplish that, has prepared the attached Notice of Request for Purchase Offers for Vacant Land together with the attached Instructions to Bidders and form Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:

1. The City Council hereby determines that the Real Property is no longer needed for public purpose.
2. The City Council approves the attached Notice of Request for Purchase of Offers for Vacant Land, Instructions to Bidders and form Purchase Agreement.
3. The City Council hereby authorizes the advertisement and solicitation of bids for sale of the Real Property, including the publication of the attached Notice of Request for Purchase of Offers for Vacant Land in the City's official newspaper.
4. The Mayor and City Clerk are authorized to execute all documents necessary to advertise and solicit bids for the sale of the Real Property.

Passed this 12th day of February, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

NOTICE OF REQUEST
FOR PURCHASE OFFERS FOR VACANT LAND IN THE
CITY OF INVER GROVE HEIGHTS

The City of Inver Grove Heights owns a parcel of real estate that is no longer needed by the City for public use. As such, the parcel of real estate is available for purchase.

The parcel of real estate (“Real Property”) is described as follows:

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood Dakota Co. Minn, Dakota County, Minnesota (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; Approximately 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50 th Street East on the west side of Brent Avenue

A copy of the title insurance policy for the Real Property is available for inspection and review at Inver Grove Heights City Hall located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Purchase offers for the above-described Real Property are hereby solicited. Offers must be mailed or delivered to the City of Inver Grove Heights, Attention: Joe Lynch, City Administrator, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Offers must be made on the Purchase Agreement form furnished by the City Administrator. Offers must be sealed and received by the City of Inver Grove Heights City Administrator on or before 4:30 p.m. on February 28, 2018.

All offers received on or prior to February 28, 2018 at 4:30p.m. will be submitted to the City Council and will be considered at the regular City Council meeting on March 12, 2018.

The right to reject all offers is reserved by the City Council.

The offer forms and information concerning the Real Property are available by contacting Joe Lynch, City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077; telephone number 651-450-2500.

Dated: January 24, 2018.

/s/ _____
Michelle Tesser, City Clerk

INSTRUCTIONS TO BIDDERS

To make an offer for the real property described in the attached Purchase Agreement, you must do the following:

- 1.) Insert your name and marital or business status (e.g. married, single person, corporation, partnership or L.L.C.) in Section 1.3 of the Purchase Agreement.
- 2.) In Section 1.10 of the Purchase Agreement, insert the amount that you are offering to pay as the purchase price.
- 3.) Insert your name and address in Section 16 of the Purchase Agreement.
- 4.) Sign and date the Purchase Agreement on Page 8.
- 5.) Place the original, signed Purchase Agreement in an envelope, seal the envelope and deliver or mail the envelope to:

Joe Lynch, City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Offers must be received no later than 4:30 p.m. on February 28, 2018. Offers received after that date will be returned unopened to the offerer.

Do not modify the Purchase Agreement. Any modification to the Purchase Agreement will result in the offer being rejected.

The City reserves the right to reject all offers.

All offers that are received by 4:30 p.m. on February 28, 2018 will be opened on February 28, 2018, at 4:30 p.m. at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota.

The City Council will consider the offers at its regular Council meeting on March 12, 2018, at 7:00 p.m.

If your offer is accepted, the City will execute the Purchase Agreement and contact you to arrange for the closing.

If your offer is not accepted, the City will inform you by mail that your offer has not been accepted.

The offers will be either accepted or rejected no later than March 26, 2018.

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made this _____ day of _____, 2018, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

Section 1. DEFINITIONS.

1.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

1.2 Seller. Seller shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Buyer. Buyer shall mean _____, [husband and wife, a single person, a Minnesota corporation, partnership or limited liability company].

1.4 Closing Date. Closing Date shall mean on or before April 26, 2018. All references to “Closing” shall have the same meaning as “Closing Date.”

1.5 Closing Documents. Closing Documents shall mean and comprise the following:

- a. A general Warranty Deed to be signed by Seller subject to Permitted Encumbrances.
- b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic’s liens can be filed.
- c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.
- d. Satisfaction of all existing mortgages and security agreements.

1.6 Closing Location. Closing Location shall mean the title company of DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120, or at such other location as the parties may agree in writing.

1.7 Conditions Precedent. Conditions Precedent shall mean and comprise the following:

- a. All Warranties And Representations in this Agreement shall be as of and at the time of Closing with the same effect as if those representations and warranties had been made at and as of such time.
- b. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the Closing, and

shall certify in such detail as Buyer may specify to the foregoing effect.

- c. At the Closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.
- d. All legal matters in connection with the performance of Buyer of its obligations under this Agreement shall be reasonably satisfactory to counsel for Seller.

1.8 **Permitted Encumbrances.** Permitted Encumbrances shall mean and comprise the following:

- a. building and zoning laws, ordinances, state and federal regulations;
- b. street and roadway easements of record;
- c. utility and drainage easements which do not interfere with improvements to the premises of record;
- d. easements, restrictions and reservations of record, if any;
- e. reservation of any mineral or mineral rights to the State of Minnesota;
- f. easements reserved in favor of the City of Inver Grove Heights for drainage and utility purposes;
- g. any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title, including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land and that are not shown in public records.
- h. reservation to the City of standard drainage and utility easements along the boundaries of the Real Property, to be reserved at Closing.
- i. The Real Property shall be subject to a use restriction that use of the Real Property shall be only for the construction, use and occupancy of a single family residential dwelling and associated accessory uses and accessory structures allowed by the City's zoning code.

1.9 **Possession Date.** Possession Date shall mean the Closing Date.

1.10 **Purchase Price.** Purchase Price shall mean the total sum of \$_____.

1.11 **Real Property.** Real Property shall mean that certain tract of land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest

of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property.

1.12 Warranties And Representations. Warranties And Representations shall mean and comprise the following:

- a. At Closing Date, Seller will be lawfully seized in fee simple of the Real Property and have the right to convey to Buyer fee simple title to the Real Property in accordance with the laws of the State of Minnesota, subject to the Permitted Encumbrances.
- b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.
- c. Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement, and the consummation of the transactions contemplated by this Agreement will not result (immediately or upon the giving of notice and/or upon the passage of a period of time) in a breach of any term or provision of or constitute a default under any lease, contract or agreement or instrument or result in an acceleration in the payment due under any lease, contract or agreement.
- d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.
- e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

Section 2. PURCHASE. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided, agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property.

Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of 10% of the Purchase Price as earnest money payable upon

acceptance of Buyer's offer to purchase Property.

- to Seller the remaining amount of the Purchase Price less the 10% earnest money previously deposited with Seller by way of wire transfer, cash or by certified check on Closing Date.

Section 4. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a general Warranty Deed to the Buyer conveying marketable title to the Real Property subject only to the Permitted Encumbrances.

Section 5. REAL ESTATE TAXES. Seller shall pay the real estate taxes payable prior to the year of closing and payable in the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes that will be assessed against the Real Property subsequent to the date of purchase.

Section 6. SPECIAL ASSESSMENTS. Prior to or at Closing, Seller shall pay all levied special assessments against the Real Property.

Section 7. PURCHASE OF PROPERTY "AS IS". Except as stated in the Warranties And Representations, it is agreed and understood that the Buyer has inspected the Real Property and that the Buyer is purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Seller as to the condition of the Real Property or any improvements thereon.

Section 8. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the Closing shall occur on the Closing Date and the Seller agrees to deliver possession on the Closing Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the Closing shall take place at the Closing Location.

Section 9. DOCUMENTS TO BE FURNISHED BY SELLER. The Seller shall furnish to the Buyer at the Seller's expense and within twenty (20) days of the execution by all parties to this Agreement the following:

- a. A title insurance commitment in the full amount of the purchase price in lieu of an abstract of title. If Buyer is to receive an owner's title insurance policy, Seller shall pay the entire cost of the title insurance commitment and Buyer shall pay the premium for the owner's title insurance policy.
- b. Within two (2) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as

may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.

- d. If said title is not marketable and is not made so within one hundred twenty (120) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this agreement or Seller may specifically enforce this Agreement.
- e. In the event the Buyer defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minnesota Statute § 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of Minnesota Statute § 559.21.

Section 10. WARRANTIES AND REPRESENTATIONS. Seller represents and warrants to Buyer all of the Warranties And Representations as provided in this Agreement. The Warranties And Representations shall survive the Closing and shall not merge with the Closing Documents.

Section 11. CONDITIONS PRECEDENT. Notwithstanding anything stated herein to the contrary, Buyer's obligation to perform at the Closing shall, at Buyer's election, be conditioned upon satisfaction of each of the Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

Section 12. CLOSING DOCUMENTS. Subject to performance by the Buyers, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents.

Section 13. STATE DEED TAX. At Closing, Seller shall pay the state deed tax, if any, due on the Warranty Deed.

Section 14. BROKERAGE FEES. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

Section 15. SURVEY. If Buyer needs a survey of the Real Property, then Buyer may obtain such a survey at Buyer's own cost. Seller shall deliver to Buyer any surveys that Seller has of the Real Property.

Section 16. NOTICES. Any Notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to Seller:

City of Inver Grove Heights
c/o City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Buyer:

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Section 17. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 18. MISCELLANEOUS.

- a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b. All modifications to this Agreement must be in writing and signed by the parties hereto.
- c. The parties hereto agree that all of their respective representations and warranties,

wherever in this Agreement contained, shall survive the Closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the Warranty Deed and shall not merge therein.

- d. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
- e. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- f. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- h. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

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IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written.

BUYER:

SELLER:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn,
Dakota County, Minnesota.

(Abstract Property)