

City Council Meeting
Council Chambers at City Hall

1. 1. Notice Of Special City Council Meeting

Documents:

[1. 2019-06-11 SPECIAL MEETING-CLOSED NOTICE- PROPERTY NEG..PDF](#)

2. 2. Resolution 2019-120 Authorizing Execution Of A Purchase Agreement And Acquisition Of Property Located At 734 Division St. E. (PID 18.32.2.75.017)

Documents:

[2. RES. 2019-120 PURCHASE AGREEMENT FOR 734 DIVISION ST E.PDF](#)

3. Adjournment

(The Council may meet as a group for dinner)

NOTE:

Closed Captioning of Council meetings available on FCTV.

Please contact the City Administrator's Office if you need special accommodations related to a disability while attending the City Council meeting.

**CITY OF FARIBAULT
FARIBAULT, MINNESOTA**

**NOTICE OF SPECIAL CITY COUNCIL MEETING
(CLOSED SESSION, FOLLOWED BY OPEN SESSION)**

**Tuesday, June 11, 2019, 6:30 pm or immediately following regular City Council Meeting
City Hall – 1st Floor Public Meeting Room**

NOTICE IS HEREBY GIVEN that the City Council will hold a Special City Council Meeting (Closed Session, followed by Open Session) pursuant to Minnesota Statutes, Section 13D.04, subdivision 2, on Tuesday, June 11, 2019 commencing at 6:30 p.m. or immediately following the regular City Council Meeting, in the 1st Floor Public Meeting Room at City Hall, 208 1st Avenue NW, Faribault, Minnesota, for the following purpose:

1. **CLOSED SESSION:** Pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the following real properties (hereinafter referred to collectively as the “Properties”):
18.32.2.75.016 810 Division St. E.
18.32.2.75.017 734 Division St. E.
and to consider strategies and to develop or consider offers or counteroffers for the purchase of the Properties, and to review confidential appraisal information for the Properties.
2. **OPEN SESSION:**
 - a. Resolution 2019-120 Authorizing Execution of a Purchase Agreement and Acquisition of Property Located at 734 Division St. E. (PID 18.32.2.75.017)
3. **ADJOURN**

/s/ Timothy C. Murray
Timothy C. Murray, City Administrator

DATED: June 7, 2019



Request for Council Action

TO: Mayor and City Council
FROM: Tim Murray, City Administrator
MEETING DATE: June 11, 2019
SUBJECT: Resolution 2019-120 Authorizing Execution of a Purchase Agreement and Acquisition of Property Located at 734 Division St. E.

Background:

The 2019 Capital Improvement Plan (CIP) includes the construction of an extension of State Avenue from Division Street to T.H. 60/1st Street NE. In order to construct these improvements, the acquisition of the property at 734 Division Street E. is required. The City got an appraisal for the acquisition, and has started negotiations with the property owner. Discussion on this acquisition is part of the Closed Session portion of the Special Council Meeting scheduled for June 11, 2019.

Should the Council direct staff to proceed with the acquisition of the property, the attached resolution authorizes the purchase and approves the purchase agreement, with the proposed amount to be determined in the Closed Session. The approval of the resolution would take place as part of the Open Session portion of the 6/11 Special Council Meeting.

Funding for this acquisition of this property would be from the Street Improvement Fund (401).

Recommendation:

Adopt Resolution 2019-120 Authorizing Execution of a Purchase Agreement and Acquisition of Property Located at 734 Division St. E.

Attachments:

- Resolution 2019-120
- Purchase Agreement

CITY OF FARIBAULT

RESOLUTION #2019-120

AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT AND ACQUISITION OF PROPERTY LOCATED AT 734 DIVISION ST. E. (PID 18.32.2.75.017)

WHEREAS, the approved 2019 Capital Improvement Plan includes the extension of State Avenue from Division St. E. to T.H. 60/1st Avenue NE; and

WHEREAS, new right-of-way is needed to construct the State Avenue extension, and securing and dedicating the needed right-of-way requires the acquisition of the property located at 734 Division St. E. (the "Property"); and

WHEREAS, Lynda C. Ford (the "Seller") is the owner of the Property, which is legally described in the Purchase Agreement (the "Agreement"); and

WHEREAS, the City of Faribault (the "City") desires to purchase the Property from the Seller; and

WHEREAS, the City has followed applicable statutory provisions and the City finds that the purchase of the Property will fulfill the objectives, goals and mission of the City; and

WHEREAS, the City has prepared a Purchase Agreement (the "Agreement") providing for the terms and conveyance of the Property from the Seller to the City, with such Agreement being as set forth in Exhibit A and incorporated into and made a part of this Resolution.

NOW, THEREFORE BE IT RESOLVED, that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

ALSO, BE IT RESOLVED, that the purchase price for the property is \$_____ pursuant to the terms of the Agreement, which is also approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents, including but not limited to the Agreement, to effectuate the transaction contemplated by this Resolution.

ALSO, BE IT RESOLVED, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: June 11, 2019

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

PURCHASE AGREEMENT

PURCHASE AGREEMENT

Faribault, Minnesota

_____, 2019

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES, AND OBLIGATIONS CONTAINED HEREIN, the **City of Faribault**, a Minnesota municipal corporation under the laws of the State of Minnesota, whose business address is 208 1st Avenue NW, Faribault, MN 55021, (“Buyer”) and **Lynda C. Ford**, a single person, whose address is 734 Division Street E, Faribault, MN 55021 (“Seller”), agree to the following Purchase Agreement (“Agreement”).

THE CONDITIONS AND TERMS OF THIS PURCHASE AGREEMENT INCLUDE THE FOLLOWING:

1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the “Property”) located in Rice County, Minnesota, which is legally described on the attached Exhibit A.
2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase, and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by December 31, 2019.
4. **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE.** The purchase price (the “Purchase Price”) for the Property shall be _____ and ____/100 Dollars (\$_____) payable as follows: _____ and ____/100 Dollars (\$_____) within 15 working days following execution of this Agreement by certified check or other immediately available funds, and the balance at Closing by certified check or other immediately available funds.
 - B. Additional estimated relocation benefits in the amount of \$_____ for moving and \$_____ for closing costs will also be included along with the purchase price of \$_____.
 - C. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:
 1. Warranty Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):

- a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;
 - b) Easements and restrictions of record which do not interfere with Buyer's intended use of the Property;
 - c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.
2. Standard form affidavit of Seller showing no bankruptcies, judgments or mechanics' liens affecting the Property.
 3. Certificate that Seller is not a foreign national.
 4. Updated Title Commitment.
 5. Well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to subparagraph a. above must include the following statement: "The Seller certifies that the seller does not know of any wells on the described real property."
 6. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.
 7. Certificate of Real Estate Value (CRV).

D. DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING. At Closing, Buyer shall deliver the following to Seller:

1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.
- 5. DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a warranty deed conveying marketable title to said Property, subject only to the following exceptions:
- A. Building and zoning laws, ordinances, state and federal regulations;
 - B. Reservation of any mineral rights by the State of Minnesota;
 - C. Utility and drainage easements that do not interfere with existing improvements.
- 6. POSSESSION:** Subject to the personal property and removal rights granted by Buyer to Seller as set forth in Paragraph 13.H. of this Agreement, Seller agrees to deliver possession not later than the date of closing.
- 7. COSTS AND PRORATIONS:** Seller and Buyer agree to the following prorations

and allocations of costs regarding this Agreement:

- A. Deed Tax. Buyer shall pay all state deed tax regarding a Warranty Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.
 - B. Real Estate Taxes. On or before the Date of Closing, Seller hereby agrees to pay all real estate taxes that are delinquent or that exist as a lien against the Property as of the Date of Closing. Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing. Buyer shall be responsible for the payment of all real estate taxes levied against the Property after Closing.
 - C. Special Assessments. On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2019 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.
 - D. Recording Costs. Seller shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.
 - E. Closing Costs. Buyer shall pay the cost of the title commitment fee, mortgage satisfaction and closing fee, if any.
 - F. Legal Expenses. The Buyer and Seller shall each be responsible and pay their respective legal fees.
- 8. SUBDIVISION OF LAND/LEGAL DESCRIPTION TO PROPERTY:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or will be approved for recording as of the date of closing. Both parties understand that all real estate taxes due and payable in the year of closing will need to be paid at closing in order for a parcel or subdivision or lot split to be recorded.
- 9. TITLE EXAMINATION/CURING TITLE DEFECTS:** As soon as reasonably possible after execution of this Agreement by both parties,
- A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Buyer's designated title service provider; and
 - B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 90 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

10. **DEFAULT:** If the title to the Premises be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.
11. **CONTINGENCIES:** This Agreement is subject to the following contingencies:
 - A. Inspection of Property. This Agreement is contingent upon an inspection and approval of the Property by the Buyer at the Buyer's expense. Such inspection must be conducted within fourteen (14) days of the signing and acceptance of this Agreement by all parties. Seller hereby grants to Buyer, its agents and designated representatives the right to enter upon the Property at reasonable times and from time to time after the date of this Agreement for the purposes of inspecting the Property. The Seller shall provide the Buyer with any "Party Wall" agreements or similar encumbrances to the property, and allow the Buyer to determine the condition of any common or party walls that exist.
 - B. Environmental Inspection. This Agreement is contingent upon Buyer approving the environmental condition of the Property not later than thirty (30) days of the signing and acceptance of the Agreement by all parties, pursuant to paragraph 14 of this Agreement.
 - C. General Inspection. This Agreement is contingent upon Buyer's inspection of the Property disclosing, in the Buyer's sole discretion, no unsatisfactory conditions, not later than thirty (30) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer's agents shall have a reasonable right of access to the Property at reasonable times prior to closing, solely for the purpose of inspecting the Property.
 - D. Approval of Board. This Agreement is contingent upon approval of this Agreement by the City Council of the City of Faribault.

12. WELL AND SEPTIC SYSTEM DISCLOSURE: The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide water quality test results and/or septic system certification as required by state law or local ordinance.

13. OTHER GENERAL AND SPECIAL WARRANTIES:

- A. Right of Access. Seller warrants that there is a right of access to the Property from a public right of way.
- B. Mechanic's Liens. Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.
- C. Buildings. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.
- D. Notices. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.
- E. Sewer and Water. Seller warrants that the Property is connected to city of Faribault sewer and water.
- F. Seller Authority. Seller warrants that Seller is the owner of the Property, that Seller has full authority to enter into this Agreement for the sale of the Property, and that there are no other parties who hold any unrecorded interests in the Property.
- G. Authority of Seller Signatories. The signatories to this Agreement represent and warrant that he or she is the Seller or they are the representatives of the Seller and that they have the authority to enter into this Agreement on Seller's behalf.
- H. Personal Property and Fixtures. Buyer grants Seller permission to remove any and all personal property and fixtures, with such removal of Seller's personal property and fixtures to be permitted by the Buyer until the date

of _____, 2019, subsequent to the closing of the Property. The Buyer and Seller acknowledge that the Buyer will be the owner and in possession of the Property and that Seller shall be allowed reasonable access to the Property to effectuate this provision.

- I. Survey. Within ten (10) days after the date hereof, Seller shall deliver to Buyer copies of any survey relative to the Property that Seller has in its possession or subject to its control.

14. ENVIRONMENTAL INVESTIGATION AND WARRANTY:

- A. Seller agrees to permit the Buyer to enter the Property for purposes of conducting environmental testing, at the Buyer's expense.
- B. Seller agrees to cooperate with Buyer and its consultants in conducting the environmental evaluations and specifically agrees to provide the Buyer with copies of all environmental studies, soil borings, tests, reports and other documents related to the Property and in Seller's possession or control.
 - (i) Seller agrees that, if the Buyer's environmental investigation discloses the existence of any petroleum product or other pollutant, contaminant or hazardous substance on the Property which requires remediation under state or federal environmental laws or regulations, Seller: (i) at its expense, will perform the remediation to the satisfaction of the Minnesota Pollution Control Agency or other applicable regulatory authority, or (ii) if in Seller's judgment the Property can be more economically remediated without any improvements being located on the Property, terminate this Agreement. If remediation is undertaken by the Seller, but not completed prior to the date of closing, the Buyer may at its option declare this Agreement null and void or (ii) proceed to closing and Seller shall execute an agreement for remediation/ indemnification and security (Remediation and Indemnification Agreement) as the Buyer may require.
- C. Seller hereby warrants to Buyer that during the time the Seller has owned the Property there have been no acts or occurrences upon the Property that have caused or could cause impurities in the subsoil or ground water of the Property or other adjacent properties. This warranty shall survive the closing of this transaction.
- D. Seller agrees to indemnify and hold harmless Buyer from any and all claims, causes of action, damages, losses, or costs (including reasonable attorney's fees) relating to impurities in the subsoil or groundwater of the Property or other adjacent properties which arise from or are caused by acts or occurrences upon the Property prior to Buyer taking possession of the same. This indemnity shall survive the closing of this transaction.

15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER:
All of the representations, warranties, covenants and agreements of the parties

hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement.

16. **RISK OF LOSS:** Buyer is purchasing the property in its present condition and currently plans to raze any structures.
17. **TIME OF ESSENCE:** Time is of the essence in this Agreement.
18. **CLOSING DATE AND LOCATION:** Upon any required approval by the City of Faribault City Council, this Agreement for the sale of the above described Property shall be closed on or before _____, 2019, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the city hall offices of the City of Faribault and/or at the offices of a closer at the choosing of the City of Faribault. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.
19. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.
20. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

Lynda C. Ford
734 Division Street E.
Faribault, MN 55021

IF TO THE SELLER:

City of Faribault
Attn: City Administrator
208 1st Avenue NW
Faribault, MN 55021

AND COPY TO:

KENNEDY & GRAVEN, CHARTERED
Attn.: Scott J. Riggs, City Attorney
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

The delivery of all papers and monies pursuant to this Agreement are to be made at the offices of the City of Faribault, 208 1st Avenue NW, Faribault, MN 55021.

21. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
22. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.
23. **RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller acknowledges that there are no tenants or other persons in possession of the Property other than Seller. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property. Seller agrees to defend and indemnify the Buyer against any claims made by any third parties for relocation benefits or services.

Further, the Buyer and Seller acknowledge that the Seller may be entitled to relocation benefits pursuant to Minnesota Statutes Chapter 117.

24. **INDEMNIFICATION:** The Seller hereby agrees to protect, defend and hold the Buyer and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the marketing, sale or leasing of all or any part of the Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Property, or (ii) any claim by the State of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any

permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Property; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Seller, and the Seller's successors or assigns, agree to protect, defend and save the Buyer, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the delivery of the Warranty Deed for the Property, and shall survive termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a waiver or modification of immunity or limitation on liability to which the Buyer is entitled pursuant to Minnesota Statutes, Section 466, or otherwise.

25. **RELEASE OF CLAIMS:** The Seller and the Seller's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby releases and forever discharges the Buyer, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, Buyer consideration, execution and performance of this Agreement between the parties.
26. **CHOICE OF LAW AND VENUE; INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
27. **NO BROKERS INVOLVED:** The Buyer and Seller have not entered into a contract to engage the services of a real estate broker regarding this transaction. Seller agrees to pay for and indemnify the Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for the purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.
28. **CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
29. **ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.
30. **CAPTIONS, HEADINGS OR TITLES:** All captions, headings, or titles in the

paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.

(Remainder of page left intentionally blank)

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

The undersigned, owner of the above Property, does hereby approve the above Agreement and the sale thereby made of the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

SELLER: Lynda C. Ford

By: _____
Lynda C. Ford

Dated: _____, 2019.

The undersigned does hereby approve the above Agreement and agrees to purchase the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

BUYER: City of Faribault

By: _____
Kevin F. Voracek, Mayor

Dated: _____, 2019.

By: _____
Timothy C. Murray, City Administrator

Dated: _____, 2019.

This instrument was drafted by:
CITY OF FARIBAULT
208 1st Avenue NW
Faribault, MN 55021

EXHIBIT A

Commencing 313 $\frac{6}{100}$ feet East of the Southwest Corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 32, Township 110 North, Range 20 West of the 5th P.M., Rice County, Minnesota; running thence East 104 $\frac{36}{100}$ feet; thence North 241 $\frac{71}{100}$ feet; thence West 104 $\frac{36}{100}$ feet; thence South 241 $\frac{71}{100}$ feet to the point of beginning.