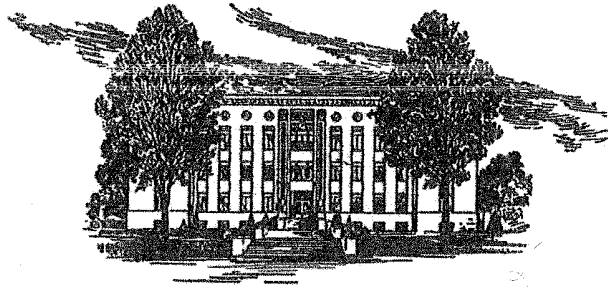


GOODHUE



COUNTY

OFFICE OF LAND USE MANAGEMENT

MYRNA M. HALBACH, P.E.
Solid Waste Administrator

JOANNE A. WOOD
Assistant Zoning Administrator

CHARLES R. DORNACK
Planning and Building Administrator

January 5, 1990

TO: County Board of Commissioners
Gary Fridell, County Attorney

From: Myrna M. Halbach, P.E. *MH*
Solid Waste Administrator

RE: **PURCHASE AGREEMENT - City of Red Wing Land Disposal Facility**

In preparation for our discussions with the City of Red Wing about the purchase of its land disposal facility, I am sending you a copy of the draft purchase agreement as developed by City staff based on conversations with me. The negotiation meeting with the City is scheduled for January 24, 1990 at 7:00 p.m. at City Hall.

My discussions with City staff gives me confidence that we can reach agreement with one meeting. We attempted to develop a straight-forward agreement recognizing the benefits and costs both sides will experience as the result of our purchasing the land disposal facility. City staff have indicated that they believe the City Council will agree to operate the facility under contract for as long as we would like. I would suggest that we maximize the time at 5 years in order that we look at cost efficiencies and job tasks, if indeed we place our materials recovery facility at the same location.

I have asked City staff to have available the specifications on the equipment they wish the County to purchase. I am also still working on the operational cost figures. I will forward these numbers to you promptly.

Please review the draft purchase agreement and let's discuss changes you might wish to make.

Thank you.

PURCHASE AGREEMENT

Red Wing, Minnesota
March, 1990

COUNTY OF GOODHUE, a political subdivision of the State of Minnesota ("BUYER"), hereby agrees to purchase from the City of Red Wing, a Minnesota municipal corporation ("SELLER"), that property situated in the County of Goodhue, State of Minnesota, and legally described as follows, to-wit:

See attached Exhibit "A";

(hereinafter the "Premises") for the sum of One and No/100 (\$1.00) Dollar which Buyer agrees to pay in cash at closing.

Subject to performance by Buyer, Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the Premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, and State and Federal regulations.
- (b) Utility, drainage and other easements of record, including an easement in favor of Northern States Power Company, dated April 13, 1988, and recorded April 14, 1988, as Goodhue County Recorder Document No. 319554; and an easement in favor of Ray Lindstrom, dated 4/13/88, and recorded 4/14/88, as Goodhue County Recorder Document No. 319554.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota, if any.
- (d) Restrictions relating to use or improvement of the Premises without effective forfeiture provision.

Seller shall pay the real estate taxes due in the year 1989, if any.

Buyer shall pay the real estate taxes due in the year 1990 and thereafter, if any, and any unpaid installments of special assessments payable therewith and thereafter. Buyer shall pay all special assessments levied on the Premises after the date of this Agreement. Seller warrants that real estate taxes due in the year 1990 will be nonhomestead classification.

Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed or levied against the Premises subsequent to the date of this Agreement.

Seller agrees to deliver possession not later than the date of closing provided that all conditions of this Agreement have been complied with. This sale shall be closed on or before 60 days from the date hereof.

Seller shall, within a reasonable time after signing this Agreement, furnish an Abstract of Title or Registered Property Abstract, certified to date to include proper searches covering bankruptcies, and State and Federal judgments and liens. Buyer shall be allowed ten (10) days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed One Hundred Twenty (120) days to make such title marketable.

If said title is not marketable and is not made so within One Hundred Twenty (120) days from the date of written objections thereto as above provided, this Agreement shall be null and void, at option of Buyer, and neither principal shall be liable for damages hereunder to the other principal. If the title to said property be found marketable or be so made within said time, and Buyer shall default in any of the agreements 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 upon 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 specifically enforcing the provisions of this Agreement provided such 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.

Buyer hereby agrees to the following additional terms and conditions of this sale:

1. That Buyer shall be responsible for the operation of the landfill facility located on the Premises, commonly known as the Red Wing Solid Waste Landfill (hereinafter "landfill") and shall be responsible for any costs associated with operating said landfill, including, but not limited to closure costs, post closure costs and any corrective action costs incurred after closing.
2. That Buyer shall use the Premises only as a landfill or as a solid waste processing facility in accordance with City, County, State, and Federal regulations.
3. That, immediately after closing, and after approval of the MPCA, Buyer shall be responsible for financial assurance in accordance with Minnesota Rules, and Seller shall no longer be liable for said financial assurance.

4. That, immediately after closing, Buyer shall be responsible for gate fee collections, reports, well sampling and all other administrative duties associated with operating the landfill.
5. That this sale includes landfill equipment, presently located on the Premises, which Buyer hereby agrees to purchase in accordance with terms agreeable to both parties.
6. That Buyer shall offer employment to present landfill operators, who are employees of Seller, on the same terms and conditions under which they are presently employed.
7. That all closing costs shall be paid by Buyer.
8. That the building, located on the Premises, is included in this sale but that, in the event Buyer subdivides the Premises in the future and sells any lot containing the building, the proceeds of such sale shall be paid to Seller.
9. That Buyer hereby authorizes Seller to construct and operate, in accordance with State and County regulations, an ash landfill on the Premises, at such time, in such manner, and at such location as Seller, within its sole discretion, shall determine, in accordance with MPCA plans and specifications approved September 15, 1989; and Buyer hereby grants Seller, and Seller's agents, a license to enter the Premises for such purposes, and shall execute any and all documents necessary to complete said ash landfill.
10. That, from and after the time of closing, Seller shall not be liable or responsible for any damages, personal injuries, deaths, or losses to any persons or property that may be suffered or sustained by Buyer or any of its respective agents, servants, employées, patrons, customers, invitees and visitors, trespassers, licensees, departments and concessionaires, or by any other person or persons in, on or about the Premises or any part thereof, and further, that Buyer agrees to indemnify and save Seller harmless from and against any and all claims, demands, causes of actions, liability, costs and expenses for damages, losses, injuries or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Seller for any conditions set forth in this Paragraph.

This Agreement shall survive the conveyance of title contemplated herein and shall not merge with said conveyance of title and, except as otherwise provided in this Agreement, all provisions and conditions shall be binding on and inure to the

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION OF THE RED WING LANDFILL
TO BE SOLD TO GOODHUE COUNTY

EXHIBIT "A"

The west half of the Northwest Quarter of Section 36, Township 113 North, Range 15 West in Goodhue County, Minnesota, lying west of Bench Street (County Road No. 1), as defined in GOODHUE COUNTY HIGHWAY RIGHT OF PLAT NUMBER 1, on file in the Goodhue County Records Office; EXCEPT the north 724.13 feet thereof.

March 12, 1990
Engineering Department
Red Wing, Minnesota