AGENDA ITEM #10.1

REPORT TO CITY COUNCIL

Report Prepared by: Nancy Malecha

Date: October 1, 2019

Subject: Purchase Agreement for Pequot Lakes Industrial Park Lot 1, Block 2

Report: At the August 6th City Council Meeting, the Council authorized me to negotiate and draft documents for the sale of Pequot Lakes Industrial Park Lot 1, Block 2 with prospective buyer, Joe Dotty of Dotty Holdings LLP. Mr. Dotty and I have agreed to the terms as outlined in the attached purchase agreement which was drafted by the City Attorney.

At the September 17th Economic Development Commission Meeting, the EDC recommended the Council move forward with the purchase agreement with Dotty Holdings LLP contingent on an acceptable site plan reviewed and approved by the City Administrator. I have reviewed the site plan included in the purchase agreement as Exhibit C and deemed it acceptable. The City Planner has also reviewed the preliminary site plan and has no concerns.

Attached is a resolution, for Council consideration, approving the sale of this City-owned real property and dispensing with review of the sale by the Pequot Lakes Planning Commission.

Council Action Requested:

1. Council motion adopting the resolution approving the sale of City-owned property described as Lot 1, Block 2, Pequot Lakes Industrial Park to Dotty Holdings LLP for the purchase price of $55,500 and dispensing with review of the sale by the Pequot Lakes Planning Commission.
2. Council motion to initiate a zoning map amendment to rezone Lot 1, Block 2, Pequot Lakes Industrial Park from Public to Light Industrial.

CITY OF PEQUOT LAKES
RESOLUTION 19-___

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEQUOT LAKES, MINNESOTA APPROVING THE SALE OF CITY-OWNED REAL PROPERTY IN PEQUOT LAKES, MINNESOTA, AND DISPENSING WITH REVIEW OF THE SALE BY THE PEQUOT LAKES PLANNING COMMISSION

WHEREAS, the City of Pequot Lakes (the "City" or "Seller") desires to sell certain real property described as follows:

- **Lot 1, Block 2, Pequot Lakes Industrial Park, City of Pequot Lakes, Crow Wing County, Minnesota**

(the "Property"), to The Dotty Holdings Limited Liability Partnership (the "Buyer"); and

WHEREAS, the purchase price for the sale is Fifty-Five Thousand Five Hundred and No/100ths Dollars ($55,500.00); and

WHEREAS, a draft purchase agreement and quitclaim deed have been prepared and are attached hereto as Exhibit A; and

WHEREAS, in accordance with the attached draft purchase agreement, the City and Buyer expressly understand and agree that the sale of the Property is contingent upon approval by the City Council of the City of Pequot Lakes; and

WHEREAS, if any transaction approval as provided in the purchase agreement is not obtained by the closing date stated in the purchase agreement, the purchase agreement shall then be null and void, without further obligation by either party; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the city council may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT the City Council hereby finds that the proposed sale of the Property by the City of Pequot Lakes has no relationship to the City's Comprehensive Plan, and therefore review of the

proposed sale by the Pequot Lakes Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT the City Council hereby approves the attached purchase agreement and quitclaim deed as to form, and authorizes and directs the Mayor and City Administrator to (a) execute the purchase agreement substantially in the form hereby approved and allowing any necessary minor or technical changes, (b) execute such other documentation including the approved quitclaim deed upon closing as necessary to accomplish the sale of the Property by the City, and (c) require the Buyer to record such executed deed following closing and such other documentation with the Crow Wing County Recorder's Office and pay such related fees.

Adopted by the City Council of the City of Pequot Lakes on this 1st day of October, 2019.

_____
James Tayloe
Mayor

ATTEST:

_____
Nancy Malecha
City Administrator

EXHBIT A

PURCHASE AGREEMENT AND FORM QUITCLAIM DEED ATTACHED FOR THE FOLLOWING PROPERTY:

Lot 1, Block 2, Pequot Lakes Industrial Park, City of Pequot Lakes, Crow Wing County, Minnesota.

VACANT LAND PURCHASE AGREEMENT

THIS AGREEMENT is made as of _____, 2019, between the City of Pequot Lakes, a Minnesota municipal corporation, 4638 Main Street, Pequot Lakes, Minnesota 56472 (herein the "Seller"), and The Dotty Holdings Limited Liability Partnership, an Arizona limited liability partnership, its successors and assigns, 4517 East Main Street, Mesa, Arizona 85205 (herein the "Buyer"); (collectively the "Parties").

In consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following legally described property:

    a. **Real Property**. The real property located in Crow Wing County, Minnesota, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, and legally described as follows:

    Lot 1, Block 2, Pequot Lakes Industrial Park, City of Pequot Lakes, Crow Wing County, Minnesota,

    excepting any easements and rights benefiting or appurtenant to the Real Property and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Real Property (herein the "Real Property").

    b. **Personal Property**: none.

2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property is Fifty-Five Thousand Five Hundred and No/100ths Dollars ($55,500.00), which amount shall be paid on the Closing Date in immediately payable current U.S. funds.

3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before October 31, 2019 (the "Closing Date"), at Pequot Lakes City Hall, 4638 Main Street, Pequot Lakes, Minnesota 56472, or at such other time and place as may be agreed to mutually by the Parties subject to the contingencies and other terms and conditions contained herein being satisfied. Seller agrees to deliver possession of the Real Property to Buyer on the Closing Date.

    a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):

        i. Quit Claim Deed. Attached hereto and made a part hereof as Exhibit B is the required Quit Claim Deed containing the terms, covenants, and conditions upon which the sale of the Real Property is based. The Quit

Claim Deed shall contain the following restrictions, covenants, and conditions:

1. The Real Property herein conveyed shall be devoted to the following use: light industrial.

2. The Real Property shall be devoted to such intended use in accordance with the provisions of the Deed.

3. The Buyer shall devote the Real Property to its intended use, attached hereto as Exhibit C, by December 31, 2020. If the Buyer fails to devote the Real Property to its intended use on time, title to the Real Property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the Real Property to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Seller may, at its option, consider an extension of time for good cause shown by Buyer. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the Real Property without the express written consent of Seller.

   After the Buyer has devoted the Real Property to its intended use in accordance with approved plans and specifications for the development of the Real Property, submitted to the Seller, the Seller shall provide to Buyer a certificate of compliance / completion in recordable form within 30 days from the determination thereof by Seller.

ii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.

iii. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.

iv. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.

b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):

i. Purchase Price. The Purchase Price, by wire transfer.

ii. Certificate of Real Estate Value. A Certificate of Real Estate Value.

4. **CONTINGENCIES.** The obligations of the Parties to perform under this Purchase Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions prior to or on the Closing Date:

   a. On the Closing Date, title to the Real Property shall be acceptable to Buyer subject to and in accordance with the provisions of Section 8 regarding title examination.

   b. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.

   c. The Parties understand and agree that the purchase of the Property is contingent upon approval by the City Council of the City of Pequot Lakes.

   d. Prior to the transfer of title of the Real Property, the Buyer shall submit to the Seller plans and specifications for the development of the Real Property; no transfer shall be made unless and until such plans are approved in writing by the Seller. The detail of the plans and specifications shall be such as will enable the Seller to determine with reasonable certainty that the project on the Real Property is or will be in compliance with the law and will, if carried out, provide for the intended use.

   The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Party so benefitted. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void.

5. **PURCHASE, AS-IS**. The Real Property described in this Purchase Agreement is being sold in an "as is" and with "all faults" condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Real Property prior to the execution of this Agreement. Buyer's acceptance of title to the Real Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Real Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the property, known or

unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated or will migrate from or to the Real Property.

a. For purposes of this Section, the following terms have the following meanings:

i. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

ii. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

iii. "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

6. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.

7. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.

a. **Deed Tax.** Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.

b. **Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments payable in the year 2019 shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith in 2019 and thereafter.

c. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.

d. **Other Costs.** All other operating costs of the Real Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.

e. **Attorneys' Fees.** Each of the parties will pay its own attorneys', accountants' and consultants' fees.

8. **TITLE EXAMINATION.**

a. **The Delivery of the Title Commitment.** Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating of the abstract or obtaining a new abstract of title for the Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Real Property provided herein and shall show fee title in the Seller, subject only to the permitted encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request.

b. **The Making and Curing of Title Objections.** Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller shall have sixty (60) days from the date of receipt of said written objections in which to remedy said objections.

c. **The Consequences of Failing to Cure Title Objections.** If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:

i. Buyer may accept title to said Real Property subject to said objections; or

ii. Buyer may declare this entire transaction to be null and void.

9. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Real Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the Parties.

10. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.

11. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

12. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

13. **NOTICES.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

    If to Buyer: Joseph B. Dotty, Its General Partner
    The Dotty Holdings Limited Liability Partnership
    4517 East Main Street
    Mesa, AZ 85205

    If to Seller: Nancy Malecha, City Administrator
    City of Pequot Lakes
    4638 Main Street
    Pequot Lakes, MN 56472

    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 response to any notice by the other party shall commence to run two (2) business days 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, in any manner above specified.

14. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate. The termination of this Agreement will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults

under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and thereafter, neither party shall have any further rights or obligations hereunder.

15. **MISCELLANEOUS PROVISIONS.**

a. **Voluntary and Knowing Action**. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

b. **Authorized Signatories**. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

c. **Data Practices**. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

d. **Assignment**. This Agreement may not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

e. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

f. **Survival**. The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.

g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other Party in order to complete the transactions contemplated by this Agreement.

h. **Counterparts.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

16. **SELLER'S TRANSACTION APPROVAL.** Seller's obligation to perform hereunder is contingent upon Seller obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the City Council of the City of Pequot Lakes, Minnesota. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void. Execution of this Agreement by any person on behalf of the Seller prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Seller under this Agreement.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

BUYER:
THE DOTTY HOLDINGS LIMITED LIABILITY PARTNERSHIP

Date: 8/30/19

By: _____
Joseph B. Dotty, Its General Partner

Date: 8/30/2019

By: Susan L. Dotty
Susan L. Dotty, Its General Partner

STATE OF ~~ARIZONA~~ Minnesota)
) ss.
COUNTY OF Crow Wing)

This instrument was acknowledged before me on 8/30, 2019, by Joseph B. Dotty, the General Partner of The Dotty Holdings Limited Liability Partnership, a limited liability partnership under the laws of the State of Arizona, Buyer.

(Notary Seal)

Jacquelyn M Paine
Notary Public

JACQUELYN M PAINE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2024

STATE OF ~~ARIZONA~~ Minnesota)
) ss.
COUNTY OF Crow Wing)

This instrument was acknowledged before me on 8/30, 2019, by Susan L. Dotty, the General Partner of The Dotty Holdings Limited Liability Partnership, a limited liability partnership under the laws of the State of Arizona, Buyer.

(Notary Seal)

Jacquelyn M Paine
Notary Public

JACQUELYN M PAINE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2024

SELLER:
CITY OF PEQUOT LAKES, MINNESOTA

Date: _____ By:_____
James Tayloe, Its Mayor

Date: _____ By:_____
Nancy Malecha, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

This instrument was acknowledged before me on _____, 2019, by James Tayloe, the Mayor, and by Nancy Malecha, the City Administrator of the City of Pequot Lakes, Minnesota, a municipal corporation under the laws of the State of Minnesota, Seller.

(Notary Seal)

_____
Notary Public

THIS INSTUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

EXHIBIT A

DEPICTION AND MAP OF THE REAL PROPERTY

EXHIBIT B

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

eCRV number: _____

DEED TAX DUE: $_____ **Date:** _____

FOR VALUABLE CONSIDERATION, the **City of Pequot Lakes**, a municipal corporation under the laws of the State of Minnesota ("**Grantor**"), hereby conveys and quitclaims to **The Dotty Holdings Limited Liability Partnership**, a limited liability partnership under the laws of the State of Arizona ("**Grantee**"), real property in Crow Wing County, Minnesota, legally described as:

Lot 1, Block 2, Pequot Lakes Industrial Park, City of Pequot Lakes, Crow Wing County, Minnesota

together with all hereditaments and appurtenances belonging thereto.

Subject to the following restrictions, covenants, and conditions:

1. The real property herein conveyed shall be devoted to the following use: light industrial.

2. The real property shall be devoted to such intended use by the Grantee in accordance with the provisions of this Deed.

3. The Grantee shall devote the real property to its intended use by December 31, 2020. If the Grantee fails to devote the real property to its intended use on time, title to the real property shall revert to Grantor, at Grantor's election, and, in that event, Grantee shall promptly offer a deed to the real property to Grantor, who will then refund to Grantee the amount of the Purchase Price paid by Grantee to Grantor, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Grantor may, at its option, consider an extension of time for good cause shown by Grantee. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Grantor to protect the public interest, and (c) during the period Grantee shall not transfer title to the real property without the express written consent of Grantor.

   After the Grantee has devoted the real property to its intended use in accordance with the approved plans and specifications for the development of the real property submitted to the Grantor and the Development Agreement, the Grantor shall provide to Grantee a certificate of compliance/completion in recordable form within 30 days from the determination thereof by Grantor.

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

CITY OF PEQUOT LAKES

By: _____
James Tayloe
Its: **Mayor**

By: _____
Nancy Malecha
Its: **City Administrator**

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

This instrument was acknowledged before me on _____, **2019**, by **James Tayloe** as **Mayor** and by **Nancy Malecha** as **City Administrator** of the **City of Pequot Lakes**, a municipal corporation under the laws of the State of Minnesota, **Grantor**.

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

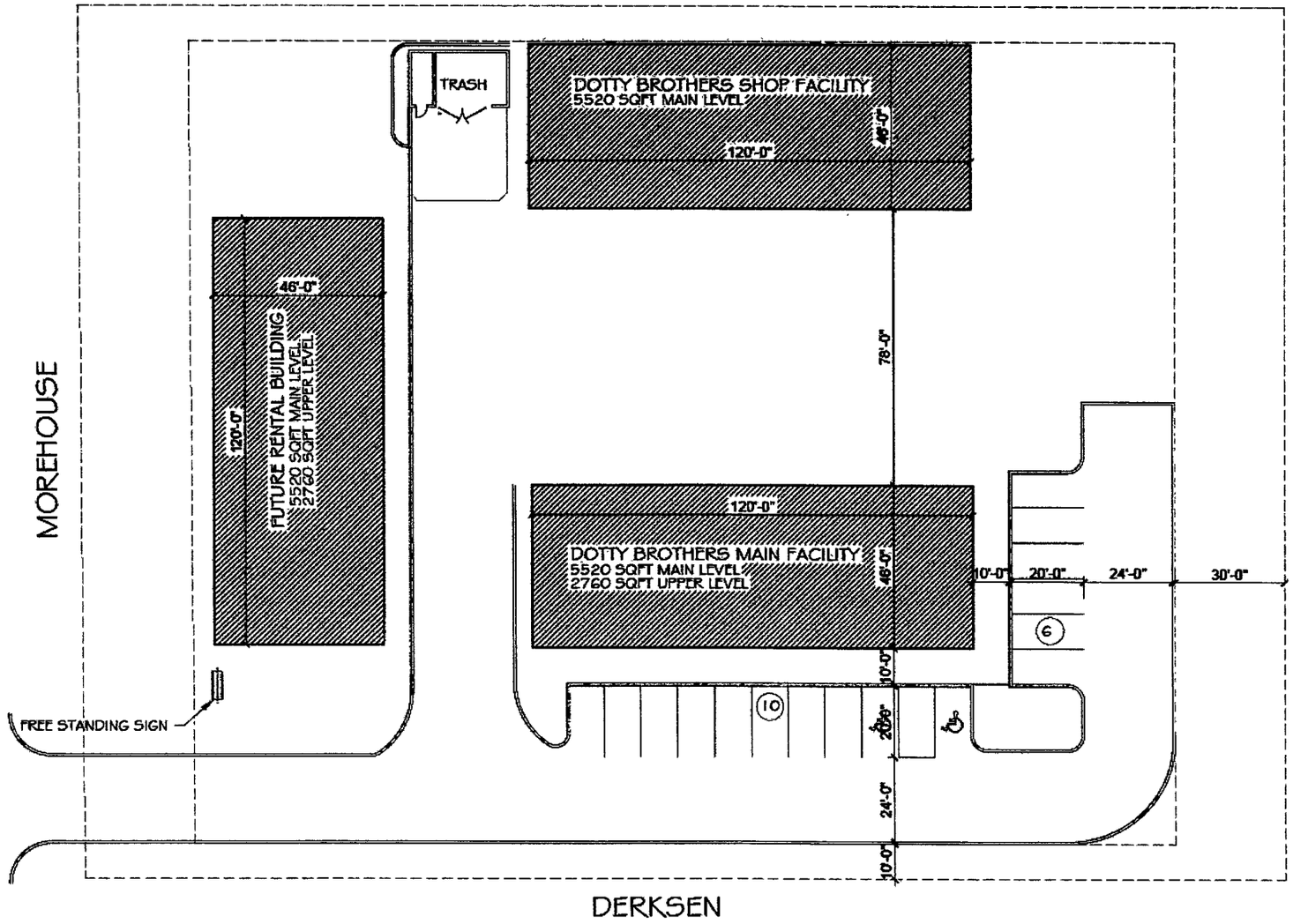
FLAHERTY & HOOD, P.A
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Joseph B. Dotty, Its General Partner
The Dotty Holdings Limited Liability Partnership
4517 East Main Street
Mesa, AZ 85205

EXHIBIT C

PRELIMINARY SITE CONCEPT



PROJECT PRELIMINARY SITE LAYOUT

DATE 9/24/19