

**NOTICE OF SALE**

NOTICE IS HEREBY GIVEN that Independent School District No. 363, South Koochiching-Rainy River, Minnesota, will take quotations on real property located in the City of Baudette, County of Koochiching, State of Minnesota, and legally described as follows:

That part of lots Three (3) and Four (4), Section Thirty-one (31), Township One Hundred Sixty (160), Range Twenty-five (25) lying south of Trunk Highway Eleven (11), less the East 311 feet thereof, and the North 174.24 feet of the West 500 feet of Lot Three (3), Section Six (6), Township One Hundred Fifty-nine (159), Range Twenty-five (25). Koochiching County, Minnesota.

The subject property is located at 8560 MN-11, Baudette, Minnesota. The tract consists of approximately 49.3 acres. The property will be available for public viewing on Monday, November 25, 2024 from 1:30 p.m. to 3:00 p.m.

Quotations will be received until December 6, 2024 at 10:00 a.m. Interested persons should contact Jeremy Tammi, Superintendent, Independent School District No. 363, P.O. Box 465, 11731 Hwy 1, Northome, MN 56661, to obtain copies of the Terms and Conditions of Purchase. By submitting a quotation prospective buyers agree to accept the Terms and Conditions of Purchase.

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Jeremy Tammi

**Exhibit B**

**TERMS AND CONDITIONS FOR PURCHASE OF SCHOOL DISTRICT PROPERTY**

1. Proposals to purchase are solicited for real property owned by Independent School District No. 363, South Koochiching-Rainy River, Minnesota. The legal description of the property is attached hereto labeled Exhibit A and by reference made a part hereof. The tract consists of approximately 49.3 acres.
2. Offers to be considered must be delivered to the attention of Superintendent Jeremy Tammi at P.O. Box 465, 11731 Hwy 1, Northome, MN 56661, on or before 10:00 a.m. the 6th day of December, 2024. The offers will be opened and read publicly at 7:00 p.m., the 11th day of December, 2024, at the regular school board meeting.
3. All offers must include earnest money in the form of a certified or cashier's check in the amount of 5% of the offer.
4. The School District shall have a period of 30 days following the date offers are opened to elect among its alternatives. The School District may elect to accept an offer as is, reject all offers, or alternatively, the School District may elect to enter into direct negotiations with one or more individuals or companies submitting offers. If the School District elects to enter into negotiations, notice of the time, place and procedures shall be provided to those companies or individuals selected. The negotiations procedures shall be within the discretion of the school board.
5. The School District reserves the right to reject any or all offers and to waive informalities.
6. Offers may not be withdrawn for the 30 day period following the date on which the offers are opened.
7. The School District will return earnest monies to parties except any party whose offer is accepted, at such time as an offer has been accepted, 30 days following the date the offers are

opened or at such time as the School District has acted to reject all offers, whichever occurs first.

8. All offers submitted must be consistent with the terms and conditions as set forth in these Terms and Conditions for Purchase.
9. Parties wishing to make an offer shall inspect the property prior to submitting an offer.
10. The purchaser is advised that the obligations of the School District will be limited to providing the following:
  - a. A general warranty deed;
  - b. Payment of state deed tax;
  - c. Recording fees;
  - d. A certificate of real estate value;
  - e. An updated abstract, registered property abstract, or title commitment.

Any and all other expenses including title insurance, mortgage points, mortgage registration tax, application fees for financing and any and all other costs other than specifically provided for herein shall be at the sole expense of the purchaser.

11. In the event that the purchaser is unable to close within 90 days of the date of acceptance by the school board of a fully executed purchase agreement, the earnest money shall be retained by the School District as and for liquidated damages.
12. Should it be necessary for the School District to terminate the purchase agreement based upon nonperformance by the purchaser, the period to cure any such default shall be 30 days.
13. Purchasers are advised that the School District may consider the ability of the purchaser to perform in its decision making process and purchasers are encouraged to provide with their offer mortgage commitments, availability of cash funds and any other facts that would be useful in the School District's determination of the ability of a purchaser to perform.

14. All offers shall be cash offers with the balance of the purchase price to be paid at closing in good funds (certified or cashier's check).
15. The property currently has an underground tank for fuel oil with a capacity of 4,000 gallons.
16. The property currently has an aboveground tank for diesel fuel with a capacity of 1,000 gallons.
17. The property currently has a well.
18. The property includes a Wastewater Treatment Facility (MN0049263) which must be decommissioned by June 30, 2025.
19. The property is sold as is with no warranties on the part of the seller except warranties specifically set forth herein; provided, however, seller shall remove any refuse from the premises prior to closing.
20. A prospective purchaser may make arrangements with the School District to conduct environmental or soil examination of the property at the buyer/s expense.
21. By submitting a proposal/quotation, a prospective purchaser is deemed to accept these Terms and Conditions.