

(N)

Control Section: 6918 (53=11) 904

State Project: 6918-103RW

Owner: Virginia Minnesota Public Schools (ISO)

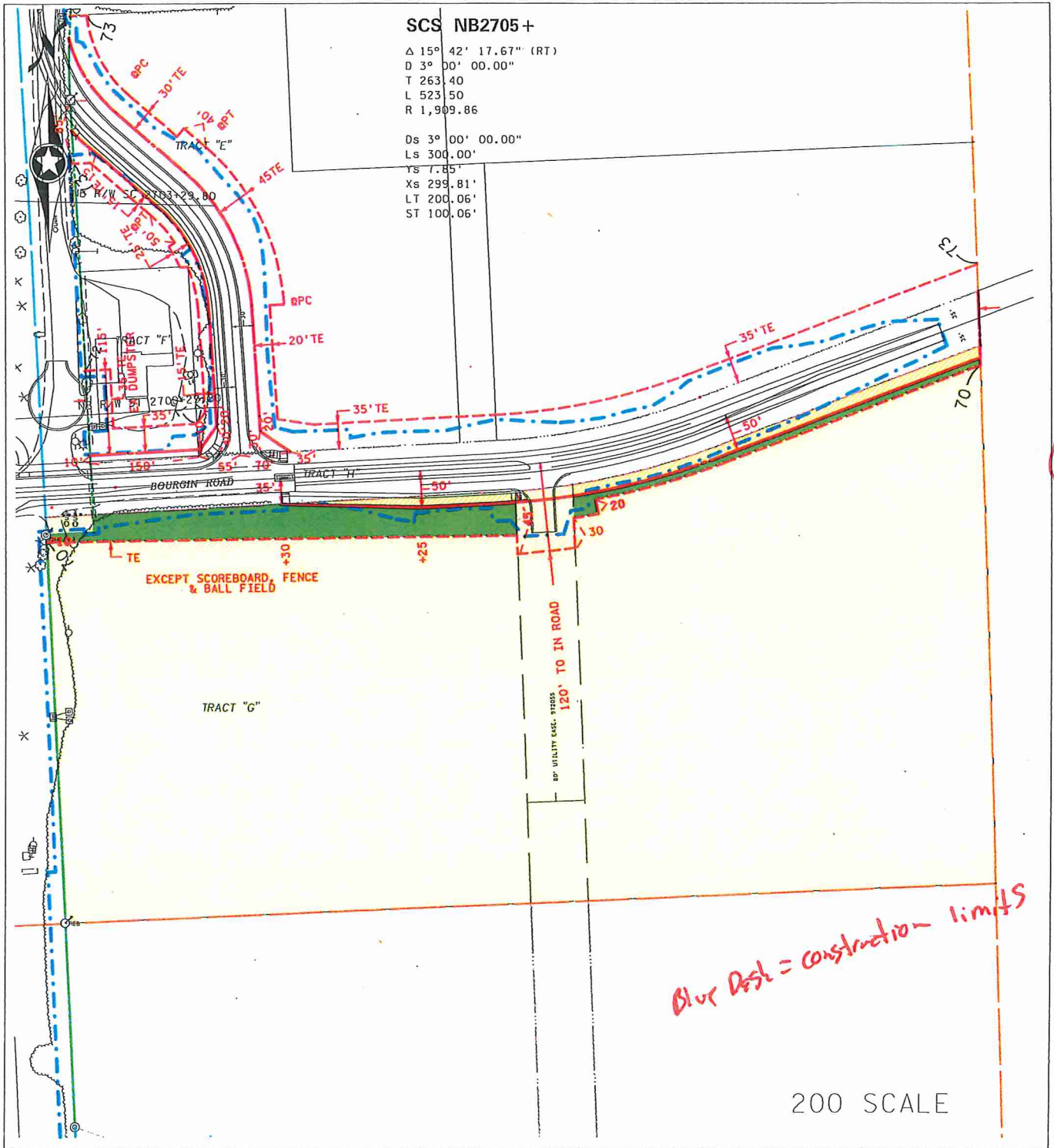
County: St. Louis

Parcel Number: 70

Sheet 1 of 1

Scale 1 inch = 200

ft.



(3)

(E)

Essement until 2030

(S)



C.S. 6918(53=11)904) S.P. 6918-103

REGISTERED LAND SURVEY NO. 32

PARCEL NUMBER	MNDOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	NEW T.H. R/W	BALANCE	TEMPORARY EASEMENT		TORRENS NUMBER	PERMANENT R/W INTEREST
				SQ. FEET	SQ. FEET	SQ. FEET	SQ. FEET	EXPIRES		
70	69-217	Virginia Minnesota Public Schools	TRACT G RLS#32	767207	12339	767207	32352	12/01/2030	351884.0	EASE

EXCEPT SCOREBOARD, FENCE & BALL FIELD

COMPUTED AREAS

July 25, 2024  
6918-904-70

QMM  
SL  
BAA

EASEMENT ACQUISITION

Parcel 70 C.S. 6918 (53=11) 904

S.P. 6918-103RW

All of the following:

That part of Tract G, REGISTERED LAND SURVEY NO. 32, shown as Parcel 70 on Minnesota Department of Transportation Right of Way Plat Numbered 69-217 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 351884.0;

together with other rights as set forth below, forming and being part of said Parcel 70:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 70 by the temporary easement symbol, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes;

excepting therefrom the existing fence, scoreboard, and ball field.

Date: \_\_\_\_\_

Virginia Minnesota Public Schools (ISD 706)  
411 S 5th Ave  
Virginia, MN 55792

State Project #: 6918-103RW  
Control Section #: 6918 (53=11) 904  
Project Job #: TRW239293  
County: St. Louis  
Parcel: 70 - Virginia Minnesota Public Schools (ISO  
Property Address: RLS No. 32 - Tract G, Virginia, MN 55792

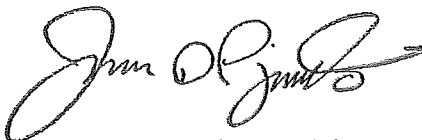
The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 53. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is \$2,800.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,



Joseph D. Pignato, Director  
Office of Land Management

Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Valuation Report

Appraisal Reimbursement Claim form

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

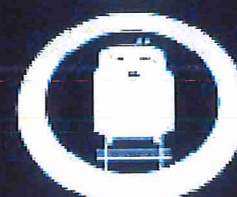
Receipt of Valuation Report:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

**COPY**

# MINIMUM DAMAGE VALUATION REPORT



S.P.: 6918-103RW (TH 53)  
C.S.: 6918 (53=11) 904  
Parcel: 6918-904-70  
Owner: Virginia Minnesota Public Schools  
Parcel Address: Approx. 430 Bourgin Road  
Virginia, MN  
55734

Appraiser: Seth H. Liefer





**DEPARTMENT OF  
TRANSPORTATION**

**MDV**

July 30, 2024

**Summary**

State Project:	6918-103RW (TH 53)
Control Section:	6918 (53=11) 904
Parcel Number:	6918-904-70
Owner:	Virginia Minnesota Public Schools
Address:	Approx. 430 Bourgin Road Virginia, MN 55734
County:	St. Louis
Parcel ID Number:	090-0138-00070
Legal Description:	RLS # 32, Tract G, Sec 32, T58N, R17W.
Purpose:	Estimate damages resulting from a Temporary Easement, and new T.H. Right of Way
Intended Users:	Minnesota Department of Transportation (MnDOT)
Entire Tract:	17.61 acre or 767,207 square feet
Improvements:	Baseball Field
Zoning:	I-3 Industrial
Extraordinary Assumptions and Hypothetical Conditions	None
Highest and Best Use:	I-3 Industrial.
Intended Acquisitions:	0.74 Acres of Temporary Easement from March 21, 2024 through December 1, 2030, and 0.283 Acres of New Trunk Highway Right of Way.
Recommended Compensation:	\$2,800
Value Approach/ Date of Value:	Sales comparison approach as of March 21, 2024
Appraiser:	Seth H. Liefer Certified General Appraiser Minnesota License #40518710

## **Property Appraised**

The subject is a 17.61 acre parcel of land located on the Southeastern corner of STH (Trunk Highway) 53 and Bourgin Road in Virginia, MN. This property is improved with a baseball field. The acquisition will not impact any improvements on the site. Therefore, only the value of the land was appraised.

## **Scope of Work**

An MDV is a restricted use appraisal report intended for use by the Minnesota Department of Transportation (MnDOT) and is used to appraise properties directly impacted by an acquisition related to a public right-of-way improvement project, and whereby damages are estimated to be less than \$25,000. This MDV is intended to comply with the Uniform Standards of Professional Practices (USPAP), and the MnDOT Right-of-Way Manual and Minnesota Statutes, stated, herein. This appraisal may not be fully understood without supporting information contained in the appraiser's file, and is intended only for use by the Client in the matter of the acquisition. Use of this appraisal for other purposes may be inappropriate or misleading. It is also noted that this appraisal is of the fee simple interest in the subject land, and does not consider the value of any building improvements.

The appraiser has taken the following steps to estimate damages to the subject property:

1. Inspected the subject on March 21, 2024. The property owner did not meet with the appraiser to discuss this project in person.
2. Gathered and analyzed data related to the physical characteristics of the subject property.
3. Selected and used comparable sales that are locationally, physically and functionally similar to the subject property.
4. Selected appropriate comparable sales and prepared a sales comparison approach to estimate the value of the subject, based on the conditions of the subject both before and after the acquisition has occurred.

## **Purpose**

The purpose of this report is to provide an estimate of damages caused by the proposed acquisitions. The Minnesota Department Transportation (MnDOT) intends to make improvements to STH (Trunk Highway) 53, and desires that portion of the subject property. This valuation is intended to provide guidance to MnDOT's representative(s) in negotiating appropriate compensation to the property owner for the acquisition.

## **Client and User**

This valuation has been prepared at the request of John Hinzmann, Land Management Supervisor, D1, who is also considered the client. The intended user is MnDOT and its designated representatives.



**Definition of Market Value**

The MnDOT Right-of-way Manual adopts the definition of market value used by agencies that regulate federally insured financial institutions in the United States, according to the 7th edition of the Dictionary of Real Estate Appraisal, as defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**Sales History**

On December 27th of 2018 ownership of this property was transferred from the Economic Development Authority to the City of Virginia, and then on February 14, 2020, ownership was transferred again to the Virginia MN Public Schools. There was no dollar amount allocated to either of these transactions, and their transfers are not considered to represent market value, and are therefore not considered further in this analysis. No other sales or transfers were noted during the prior five years. The appraiser is not aware of any current listing, pending sale, or purchase option pertaining to the property.

**Exposure and Marketing Period**

The exposure period for the subject is estimated to be eight to twelve months. Improper pricing may lead to an extended marketing period.

**EMV and Taxes**

St. Louis County annually values the property for taxation purposes. The subject estimated market value (EMV) as of January 2023 and taxes payable for 2024 are reported as follows:

EMV as of January 2023, Tax Exempt Site	
Tax ID#	090-0138-00070
Land	\$18,300
Improvements	\$0
<u>Total</u>	<u>\$18,300</u>
2024 RE Taxes	\$0
Special Assessments	\$0

**Subject Description, Before the Acquisition**

The subject property is a tract of land at the southeast corner of the intersection of TH 53 and Bourgin Road, is bisected by White Cedar Drive, and is located in Virginia, MN. This property is improved with a baseball field. The subject parcel has approximately 17.61 acres, and is zoned by the City of Virginia I-3 Industrial which is to provide for the establishment of light industrial and manufacturing uses.



View of the TE area, The camera is facing West



View of the TE area, The camera is facing East



### Acquisition Description

The Temporary Easement being acquired is a 10 to 45 foot wide strip along Bourgin Road. The TE acquisition area is 0.74 acres, and the New Trunk Highway Right of Way acquisition area is 0.283 acres, both of which are needed for roadway construction and/or repair. A total of 722,516 square feet will remain unencumbered after the acquisition. This property's conformity to zoning is unchanged. The parcel sketch and caption block, on the following page, summarizes the proposed acquisitions.

As part of planned construction improvements to TH 53, the intersection at Bourgin Road was identified as in need of operational improvements, due in part to the construction of two new schools located east of the intersection. It is the primary access for the Midway Neighborhood to TH 53, it has multiple characteristics that result in driver risk-taking and unexpected behavior. Due to the narrow median width, drivers cross both directions of TH 53 at the same time. To address this issue a geometric improvement to the intersection has been proposed to eliminate this problem. The addition of an acceleration lane for the westbound to southbound movement reduces conflict points and improves the safety of the intersection. Other alternatives considered besides the geometric improvement included a single lane roundabout and reduced conflict intersection. The alternative shown was determined through the ICE process. TH 53 is a four-lane divided highway with a posted speed limit of 55 miles per hour (MPH). Bourgin Rd. is a two-lane undivided roadway with a posted speed limit of 30 MPH.

Control Section: 6918 (53=11) 904

State Project: 6918-103RW

Owner: Virginia Minnesota Public Schools (ISO)

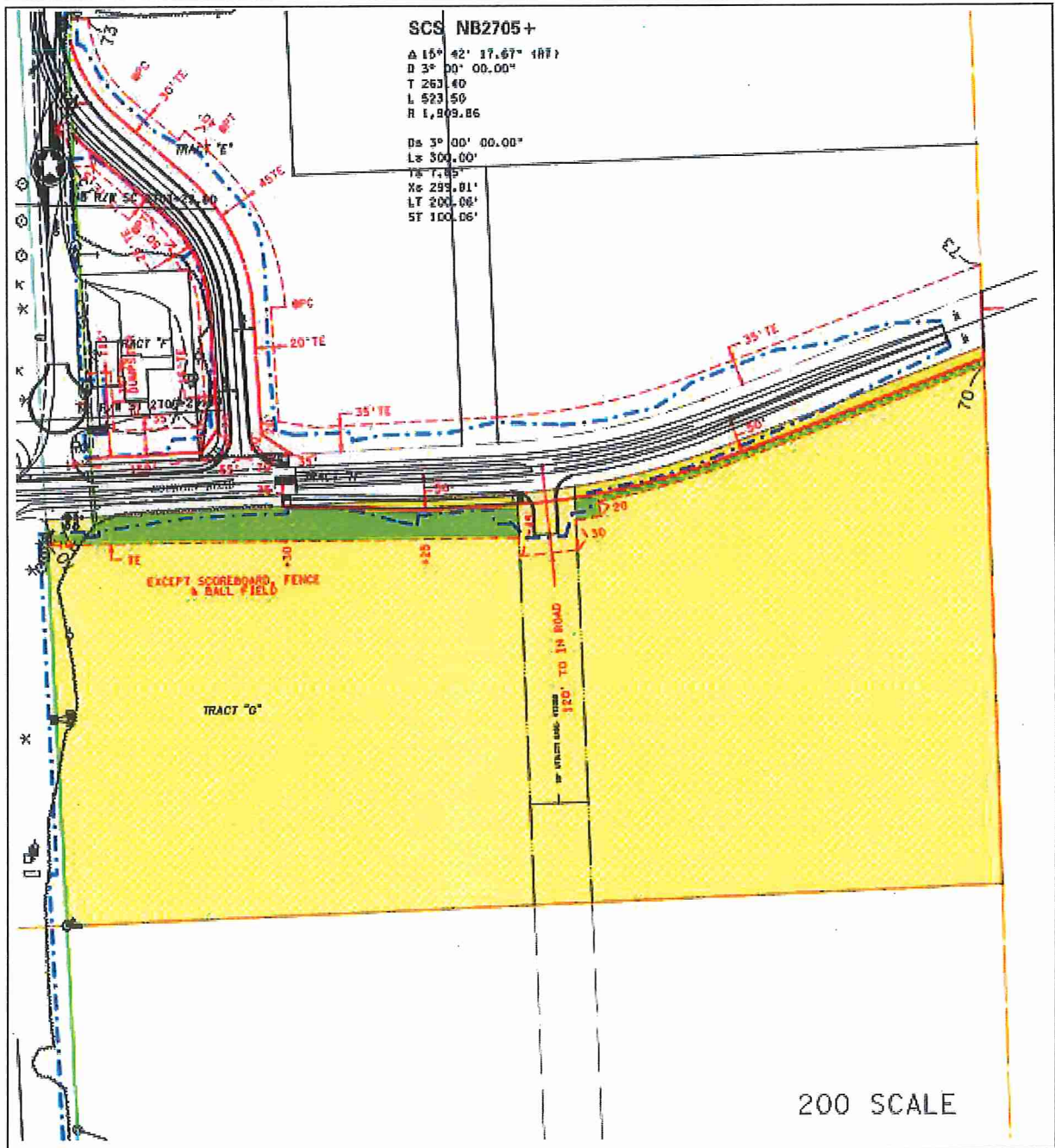
County: St. Louis

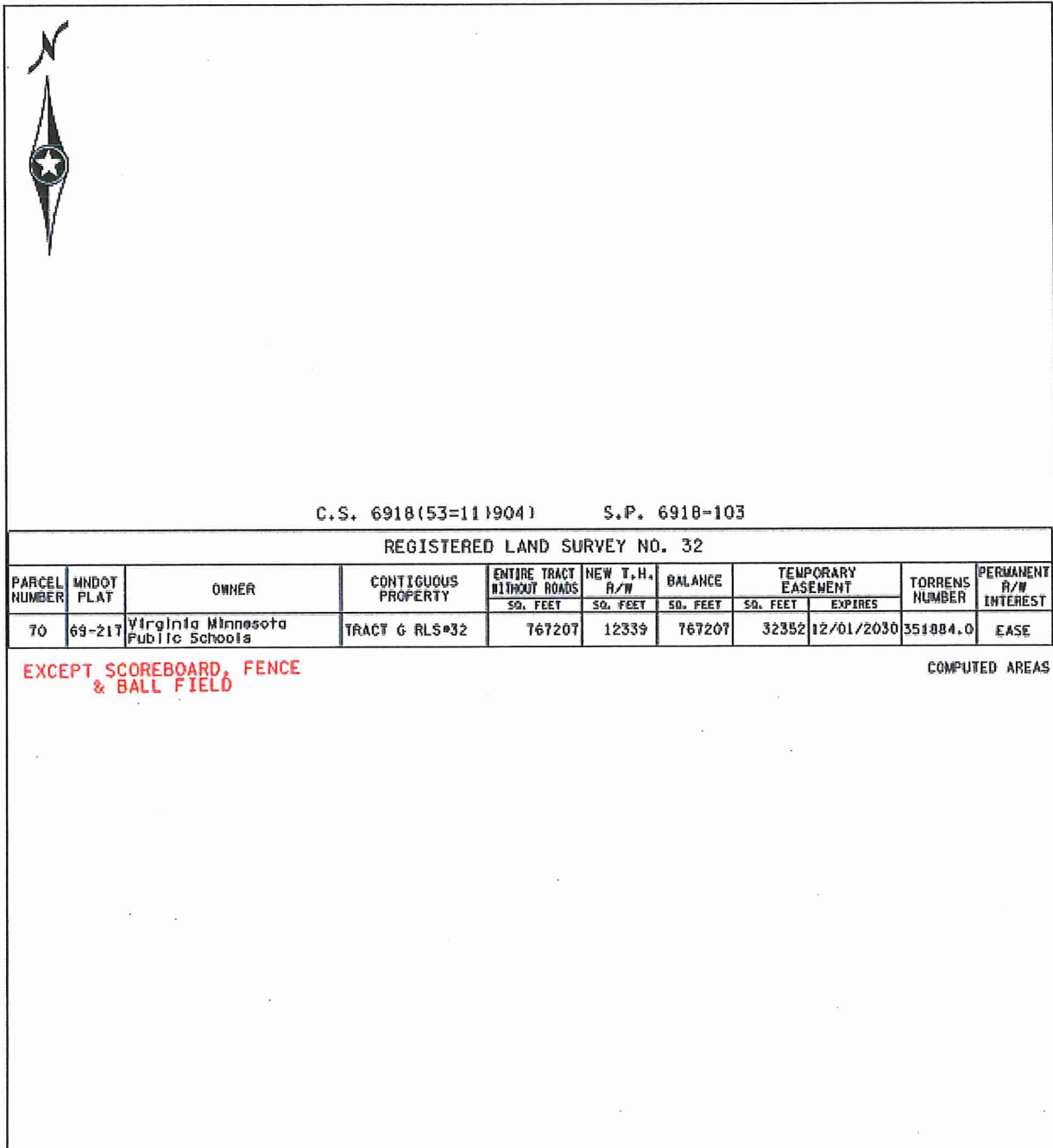
Parcel Number: 70

Sheet 1 of 1

Scale 1 inch = 200

ft.





**Subject Description, After the Acquisition**

The irregularly shaped Temporary Easement area along the northern edge of this site is needed for this roadway project. New public right of way of about 0.283 acres along the northern edge of this site will also be acquired. The area disturbed by the TE will be regraded and reseeded after completion of the roadwork, and the paved areas will be repaved. No other permanent impacts to the subject are anticipated, and its function as a commercial property will not be affected. Other than the temporary loss of some property rights and inconvenience during road construction, the acquisition will not adversely affect the subject’s current or future highest and best use.

**Comparable Sale Information**

The subject property is located on the eastern corner of TH 53 and Bourgin Road in Virginia, MN. Sales of comparable properties within 55 miles have been researched and analyzed in the grid below. A search using various sources found the following four recent market rate sales of similar vacant commercial land in St. Louis and Itasca Counties. These four analyzed sales are arrayed in the grid below. The lot sizes of these sales, range from 7.15 acres to 29.37 acres, and have an indicated range of (vacant land) value from \$1,532 per acre to \$7,524 per acre, with an average of \$3,905 per acre. An analysis of these four sales and eleven others indicated that in the size range of 5 to 30 acres, larger lots have a lower dollar per acre value, (following a power trendline). After adjusting for size and after giving greater weight to sales 1 and 4, a \$4,000 per acre value is concluded to.

Comp. #	Address	PID(s)	Sale Date	Site Area	Price	Utility
				Location	\$/Acre	
1	Approx. 6145 HWY 53 SAGINAW, MN	475-0010-04280, 475-0010-04290, 475-0010-04240	2/2021	17.13 Acres	\$75,000	Commercial
				37.5 Miles S	\$4,378	
2	Approx. 118 Ashawna Road, Cook, MN	120-0040-00070 & -00090	5/2019	29.37 Acres	\$45,000	Commercial
				28 miles NW	\$1,532	
3	Approx 701 Hattrick Avenue, Eveleth, MN	040-0205-00305	11/2018	7.15 Acres	\$53,800	Commercial
				1 mile S	\$7,524	
4	Approx. 9638 Ashawna Road, Cook, MN	350-0010-02100	1/2022	10.98 Acres	\$24,000	Commercial
				29 Miles NW	\$2,186	
Subject	Approx. 430 Bourgin Road Virginia, MN	090-0138-00070		17.61 Acres	\$3,905 Average	I-3 Industrial

Sale #1 was given the greatest weight as it is the most similar in size, and is the second most recent sale. Although sale #4 is the second most distant sale, it was also given significant weight as it is the most recent sale, and is the second most similar in size. Sale #2 was given the least weight as it is the least similar in size, and is the second oldest sale. The analysis of these sales (including size and market conditions adjustments) supports a land value conclusion of \$4,000 \$/acre.

### Items Damaged Within the Acquisition

Only pavement and grass covered areas will be disturbed, and will be replaced in kind at no cost to the owner. No other site improvements will be damaged as a result of this project.

Landscaping in the TE area consists of grass. As the disturbed areas of the TE will be reseeded after grading, this item is not compensable. No other improvements located within the easement will be permanently impacted by the acquisition.

### New Trunk Highway Right of Way (Permanent Easement)

The permanent easement of 0.283 acres is a roughly ten foot wide strip of land at the northern edge of the subject site, with frontage along Bourgin Road. This area is needed for road repair and maintenance. The property's conformity to zoning is unchanged. As this permanent easement is almost as restrictive as the fee acquisition of that land, the value of the acquisition is based on the product of the size of the acquisition area, and the concluded dollar per acre land value.

### Temporary Easement

The value of the temporary easement is based on use of the land affected, and compensation is estimated based on loss of potential rental income to the land. The appraiser has concluded to an estimated market value of \$4,000 per acre of land for the subject property. Compensation for the easement is estimated based on a period of 82 months which will expire on December 1, 2030. The temporary easement consists of 0.74 acres of a rectangular shaped strip of land (10 to 75 foot wide) adjacent to the edge of the existing highway right-of-way.

Considering the above, land impacted by the temporary easement has a market value of \$2,972 (0.743 acres x \$4,000 \$/acre). The owner could reasonably expect a return to that land in the form of rent at an annual rate of 9%, which includes compensation for real estate taxes on that land. Rather than actually renting the land and making monthly or annual payments, one payment is made to the property owner. Compensation is estimated from the date of value by calculating the present value of those 82 monthly rental payments at a discounted annual rate of 3.5%, similar to a low risk investment. Therefore, a single installment equivalent to 73.05 rental payments is made. This is also recognized as a present value factor.

### The value of the Damages is calculated as follows:

New Trunk Highway Right of Way	0.283 Acres
Value per Square Foot	\$4,000
Value of New Fee Right of Way	\$1,132
Temporary Easement Area	0.743 Acres
Value per Acre	\$4,000
Market Value of Encumbered Area	\$2,972
Annual Rent Rate (9%)	\$267
Monthly Rent	\$22.29
Present Value Factor	73.05
Estimated Value of TE	\$1,628
Total	\$2,760
Rounded Damages	\$2,800

## CERTIFICATION

I hereby certify:

That on March 21, 2024, I personally inspected the property herein and that I afforded (or attempted to afford) the property owners the opportunity to accompany me on that inspection. The property owner did not meet with the appraiser to discuss this project in person during the field inspection.

1. That I have personally made a field inspection of the subject property and the comparable sales relied upon making this valuation.
2. That to the best of my knowledge and belief that statements contained in this valuation are true and the information upon which the opinions expressed herein are correct.
3. That I understand that such valuation is to be used in connection with the acquisition of Right-of-Way for a transportation improvement to be constructed by the acquiring agency and that such valuation has been made in conformity with USPAP, and with the appropriate state laws, regulations, policies, and procedures applicable to the valuation of right of way for such purposes.
4. That in making this valuation, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.
5. That neither my employment nor my compensation for making this valuation and report is in any way contingent upon the values reported herein.
6. That I have no direct or indirect present or contemplated future personal interest in the subject property or in any way benefit from the acquisition of the subject property rights.
7. That no one provided significant assistance in development of this appraisal, unless otherwise noted.
8. That I will not reveal the findings and results of such valuations to anyone other than the proper officials of the acquiring agency until authorized to do so, or until I am required to do so, by due process of law, or released from this obligation.
9. That I have performed no (or specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within in the three-year period immediately preceding acceptance of this assignment.
10. That my independent opinion of fair market value for the property rights as of March 21, 2024 is \$2,800 and that this conclusion, as set forth in this Minimum Damage Valuation appraisal report, was reached without collaboration or direction.

**Seth** Digitally signed  
by Seth Liefer  
Date:  
**Liefer** 2024.07.30  
16:43:29 -05'00'

Appraiser: \_\_\_\_\_

Seth H. Liefer  
Certified General Appraiser  
Minnesota License #40518710

July 30, 2024

Report Date



COMPARABLE SALE MAP





**Land Sale 1**                    Approx. Approx. 6145 HWY 53 SAGINAW, MN  
**PID#;**                         475-0010-04280, 475-0010-042                    ECRV# 1220662  
**Buyer:**                        Mark & Jennifer Watkins-Purcel  
**Seller:**                        Richard J. & Judith L Pearson  
**Zoning:**                        Highway Commercial  
**Sales Price:**                    \$75,000  
**Sale Date & Terms:**        2/26/2021  
**Land Area:**                    17.13 Acres  
**\$/Acre Sales Price:**        \$4,378  
**Comments:**                    This is the cash sale, of a heavily wooded general retail site with no wetlands, that sold with public promotion. This site is at the south corner of the high traffic, high visibility intersection of TH 53 & Hwy 33, about 37.5 miles south of the subject sites, and about 20 miles NW of Duluth.



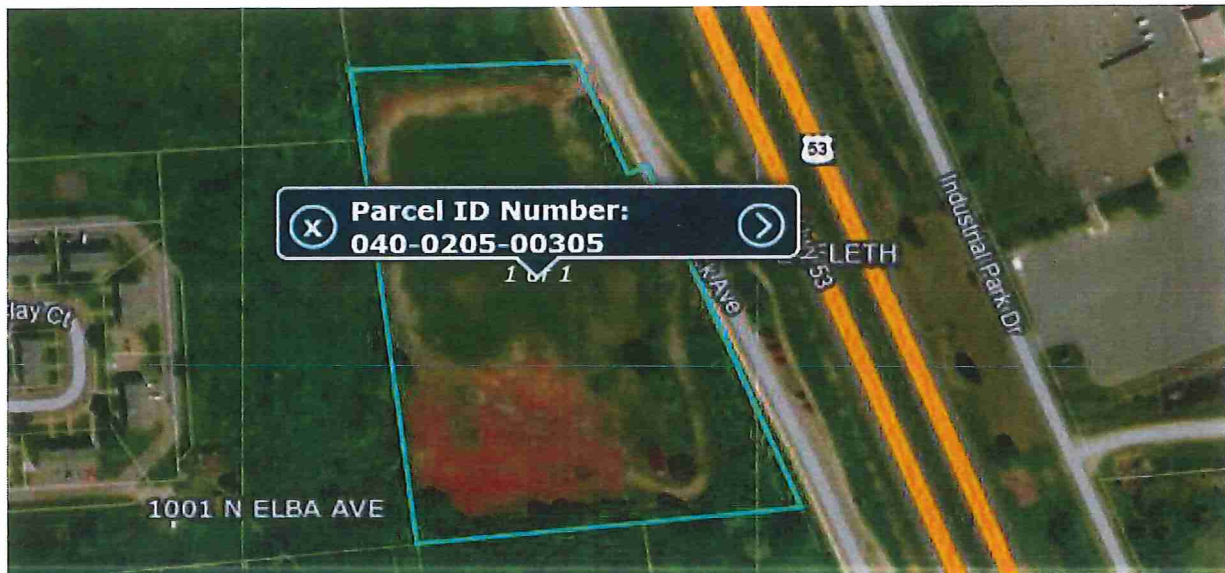


**Land Sale 2**                      Approx. 118 Ashawna Road, Cook, MN  
**PID#;**                                120-0040-00070 & -00090                      ECRV# 960585  
**Buyer:**                                Heather Chavers  
**Seller:**                                First Baptist Church of Cook  
**Zoning:**                                Light Industrial (building built after the sale)  
**Sales Price:**                            \$45,000  
**Sale Date & Terms:**                5/30/2019  
**Land Area:**                            29.37 Acres  
**\$/Acre Sales Price:**                \$1,532  
**Comments:**                            About 37% (or about 10.4 acres) of this site is in wetlands (shallow marsh and wet meadow) and is unbuildable. This area forms a band across the middle of this site, isolating the southern 4.6 acres making that area also not accessible or buildable. A total of almost 54% of this site has significantly diminished utility due to the wetland areas. This sale is 28 Miles Northwest of the subject site.





**Land Sale 3**                      Approx 701 Hattrick Avenue, Eveleth, MN  
**PID#;**                                040-0205-00305                      ECRV# 902367  
**Buyer:**                                City of Eveleth  
**Seller:**                                St Louis County Land & Minerals  
**Zoning:**                                General Business  
**Sales Price:**                        \$53,800  
**Sale Date & Terms:**            11/9/2018  
**Land Area:**                        7.15 Acres  
**\$/Acre Sales Price:**            \$7,524.48  
**Comments:**                        This is a government sale and purchase of tax forfeited property, but the price was set by a market value appraisal. This property was formerly a Days Inn Hotel, demolished prior to sale. This site has no wetlands or floodplain on site, and is about 1 mile south of the subject site.





**Land Sale 4**                      Approx. 9638 Ashawna Road, Cook, MN                      ECRV# 1376411  
**PID#;**                                350-0010-02100  
**Buyer:**                              DJG Properties LLC  
**Seller:**                              Thornton J. Maver  
**Zoning:**                            Light industrial / Commercial  
**Sales Price:**                        \$24,000  
**Sale Date & Terms:**            1/20/2022  
**Land Area:**                        10.98 Acres  
**\$/Acre Sales Price:**            \$2,186  
**Comments:**

This triangular shaped, heavily wooded corner location has good visibility and access from Trunk Highway 53. Said to be commercial land. Heavily wooded, sold with public promotion, lots of frontage along TH 53 just outside the city of Cook NW. Although this property was sold with public promotion, the assessor deemed this sale to be "not good for study, as it was a 16a Split Combined Sale. No adjacent land is owned by the buyer or seller. This property is about 52 miles southwest of the subject site.



## LEGAL DESCRIPTION

July 25, 2024  
6918-904-70

### EASEMENT ACQUISITION

Parcel 70 C.S. 6918 (53-11) 904

S.P. 6918-103RW

#### All of the following:

That part of Tract G, REGISTERED LAND SURVEY NO. 32, shown as Parcel 70 on Minnesota Department of Transportation Right of Way Plat Numbered 69-217 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 351884.0;

together with other rights as set forth below, forming and being part of said Parcel 70:

#### Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 70 by the temporary easement symbol, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes;

excepting therefrom the existing fence, scoreboard, and ball field.

STATE OF MINNESOTA



SETH HOWARD LIEFER  
P.O. BOX 487  
WALKER, MN 56484

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that  
seth howard liefer

P.O. BOX 487  
WALKER, MN 56484

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of  
Resident Appraiser : Certified General

License Number: 40518710

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect  
until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 03, 2023.

A handwritten signature in cursive script, appearing to read "Grace Arnold".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: [licensing.commerce@state.mn.us](mailto:licensing.commerce@state.mn.us)

Website: [commerce.state.mn.us](http://commerce.state.mn.us)

Notes:

- Individual Licensees Only - Continuing Education: 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- Appraisers: You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. Trainees do not qualify. For further details, please visit our website at [commerce.state.mn.us](http://commerce.state.mn.us).

Office of Land Management (2-98)

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND  
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase  
APPROVED

By

C.S.: 6918 (53=11) 904 Parcel: 70 County: St. Louis

Owners and addresses: Virginia Minnesota Public Schools (ISD 706), 411 S 5th Ave, Virginia, Minnesota, 55792;

For a valuable consideration, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) an easement in the real estate or an interest therein situated in St. Louis County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within \_\_\_\_\_ days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State \_\_\_\_\_ days after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.



(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

VIRGINIA MINNESOTA PUBLIC SCHOOLS (ISD  
706)

By \_\_\_\_\_

Its \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

(Address of Owner where acceptance is to be mailed.)

**HIGHWAY EASEMENT**

C.S. 6918 (53=11) 904  
Parcel 70  
County of St. Louis

Date: \_\_\_\_\_

For and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

Virginia Minnesota Public Schools (ISD 706), a public school under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in St. Louis County, Minnesota, described as follows:

All of the following:

That part of Tract G, REGISTERED LAND SURVEY NO. 32, shown as Parcel 70 on Minnesota Department of Transportation Right of Way Plat Numbered 69-217 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 351884.0;

together with other rights as set forth below, forming and being part of said Parcel 70:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 70 by the temporary easement symbol, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes;

excepting therefrom the existing fence, scoreboard, and ball field.

Grantor, for themselves, their heirs, successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

VIRGINIA MINNESOTA PUBLIC SCHOOLS (ISD  
706)

By \_\_\_\_\_

Its \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  )SS.  
COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of Virginia Minnesota Public Schools (ISD 706), a public school under the laws of the state of Minnesota, on behalf of the public school.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

This instrument was drafted by the  
State of Minnesota, Department of  
Transportation, Legal and Property  
Management Unit,  
395 John Ireland Blvd.  
St. Paul, MN 55155-1800

**CONSENT**

C.S. 6918 (53=11) 904  
Parcel 70  
County of St. Louis

Date: \_\_\_\_\_

The undersigned, City of Virginia, a body politic and corporate under the laws of the state of Minnesota, having an easement across the lands described in the attached Easement granted to the State of Minnesota dated \_\_\_\_\_ does hereby consent thereto and does hereby agree that its easement shall be subject thereto.

CITY OF VIRGINIA

By \_\_\_\_\_

Its \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA     )  
    )SS.  
 COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of City of Virginia, a body politic and corporate under the laws of the state of Minnesota, on behalf of the corporation.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires: \_\_\_\_\_

This instrument was drafted by the  
 State of Minnesota, Department of  
 Transportation, Legal and Property  
 Management Unit,  
 395 John Ireland Blvd.  
 St. Paul, MN 55155-1800