

EXHIBIT C

PURCHASE AGREEMENT

THIS AGREEMENT is made as of the Effective Date between _____,
an _____, whose address is _____,
(the "Buyer") and the State of Minnesota, Department of Administration, (the "Seller").

WHEREAS, Minnesota Laws 2005, Chapter 156, Article 2, Section 45 as amended by Minnesota Laws 2007, Chapter 148, Article 2, Section 45 ("Laws 2005" and "Laws 2007"), authorizes the Commissioner of Administration to identify and sell at least \$6,440,000 of state-owned land; and,

WHEREAS, the Commissioner identified certain property to sell that was formerly part of the Anoka Regional Treatment Center in the City of Anoka, County of Anoka, State of Minnesota; and

WHEREAS, the Commissioner of Administration offered said property for sale pursuant to said Minnesota Laws 2005 and 2007; and

WHEREAS, the Buyer was determined to have submitted a successful offer.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property ("Property"):

Real Property. The real property located in Anoka County, State of Minnesota, legally described as follows:

Attached Exhibit A

together with all easements and rights benefiting or appurtenant to the Land ("Land").

2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller shall be _____
(\$ _____). The Purchase Price will be payable as follows:

2.1 _____, payable as security deposit ("Security Deposit") concurrently with Buyer's offer for the Property.

2.2 _____, by wire transfer of U.S. Federal Funds received in Seller's account on or before 9:00 a.m. on the date identified as the Closing Date in Section 5 herein.

3. Buyer's Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following (the "Contingencies"):

- 3.1 Inspection. Seller shall allow Buyer, and Buyer's agents and/or independent contractors, access to the Property without charge and at all reasonable times for the purpose of Buyer's inspection and testing of the same. Buyer shall pay all costs and expenses of such inspection and testing. On or before _____, Buyer shall have determined that Buyer is satisfied with the results of and matters disclosed by Buyer's inspection, testing and review.
- 3.2 Governmental Approvals. On or before _____, Buyer shall obtain, at Buyer's expense, all final governmental approvals necessary in Buyer's judgment in order to make use of the Property as Buyer intends. Seller shall without charge to Buyer cooperate with Buyer in the filing of any required applications provided that by so participation Seller is not required to expend any moneys or will not become liable for the payment or expenditure of any moneys.
- 3.3 Financing. Buyer shall apply for and secure at Buyer's sole expense a commitment for financing necessary and sufficient to complete the purchase of the Property. On or before _____, Buyer shall have received commitment for financing acceptable to Buyer.
- 3.4 Title. On or before _____, Buyer shall have determined that Buyer is satisfied with the results of and all matters disclosed by Buyer's Title Commitment.

If any contingency in this section has not been satisfied within the time frame set forth for that contingency herein, or if not set forth for that contingency herein then on or before the Closing Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller given at any time on or before such applicable contingency date. Upon such termination, the Security Deposit shall be released to Buyer and upon such return neither party will have any further rights or obligations regarding this Agreement or the Property. The Buyer shall have the right to unilaterally waive any contingency by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on _____ (the "Closing Date"). The Closing shall take place at 9:00 a.m. local time at the office of the Department of Administration, 50 Sherburne Avenue, Room 309, Saint Paul or at such other place or time as may be agreed to. Seller agrees to deliver possession of the Property to Buyer at the time of Closing.

5. Quit-Claim Deed. At the Closing, Seller shall deliver to Buyer a properly executed Quit-Claim Deed in a form approved by the Office of the Attorney General in its sole discretion.

6. Title. The Seller will not furnish an abstract. Seller provides no warranties regarding title to the Property. The Seller assumes no obligation to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver a properly executed Quit-Claim Deed, independent of whether or not the Property is subject to any easements, of record or not. The Property is subject to reservation and exception of all minerals and mineral rights for the Seller's own use.

7. Closing Costs: The Buyer will be responsible for all closing costs including but not limited to title evidence, title insurance, title opinion, recording costs, deed tax and Buyer's attorney fees, if any.
8. Real Estate Taxes and Special Assessments: Real estate taxes payable in the year 2008 will be prorated between Seller and Buyer based on the Closing Date. Buyer will pay real estate taxes payable in the year 2009. Buyer will be responsible for payment of all special assessments levied, pending or constituting a lien against the Property.
9. Representations and Warranties by Seller: The property is sold AS-IS. The Seller makes no representations or warranties regarding the property condition, its use or the marketability of its title.
10. Wells: The Seller knows of no wells on the Property.
11. Storage Tanks: The Seller knows of no aboveground or underground storage tanks on the Property.
12. State Audits: Pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5, the books, records, documents, and accounting procedures and practices of the Buyer relevant to this Agreement shall be subject to examination by the Seller and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
13. Assignment. Neither party may assign its rights under this Agreement before or after the Closing.
14. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
15. 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 sale of the 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.
16. Binding Effect. This Agreement binds and benefits the parties and their successors in interest.
17. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
18. Notices: All notices or communications between Buyer and Seller shall be deemed sufficiently given or rendered if in writing and delivered to either party personally; or if mailed by United States registered or certified mail to the addresses set forth below, or such future addresses as may be subsequently supplied by the parties hereto to each other, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

Seller:
MN Department of Administration
Real Estate & Construction Services
50 Sherburne Avenue, Room 309
Saint Paul MN 55155
Attn: Susan Maki

Buyer:

19. 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 15 days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Security Deposit as liquidated damages. The termination of this Agreement and retention of the Security Deposit shall be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer shall have the right to seek specific performance of the Agreement. Buyer shall have no right to seek damages from Seller for Seller's default hereunder.

20. Effective Date: This Agreement shall be effective upon the date that the final required signature is obtained pursuant to Minnesota Statutes Section 16C.05, Subdivision 2 ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have set their hands on the date(s) indicated below intending to be bound thereby.

BUYER:

By _____

Its _____

Date _____

By _____

Its _____

Date _____

SELLER:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
DANA B. BADGEROW, COMMISSIONER

By _____

Wayne Waslaski, Director Senior
Real Estate & Construction Services

Date _____