

AGREEMENT FOR THE PURCHASE AND REMOVAL OF BUILDING

This Agreement for the Purchase and Removal of a Building (“Agreement”) is by and between Independent School District No. 879, Delano, Minnesota (“Seller” or “District”) and Tony Socher (“Purchaser”) (collectively the “Parties”), to be effective the ____ day of _____, 2016.

WITNESSETH,

WHEREAS, the District owns a house currently located at 617 County Road 30 SE, Delano, MN 55328, and;

WHEREAS; the District wishes to sell the house and to retain ownership of the land on which it currently sits, and;

WHEREAS, the District published a solicitation for sealed bids to purchase the house and move it off of the District’s land and;

WHEREAS, the Purchaser submitted the highest bid.

NOW, THEREFORE, the District and the Purchaser hereby enter into a formal agreement to transfer ownership of the house and to govern its removal from District property, with terms of the Agreement as follows:

- 1. Purchase Price.** The Purchaser agrees to pay the District five-thousand two-hundred and ten dollars (\$ 5,210) for the rambler-style house currently located at 617 County Road 30 SE, Delano, MN 55328 (“House”) and the right to remove the House from the District’s property. The payment shall be made by _____, 2016 in certified funds.
- 2. Condition of House.** The House is being sold “as is.” The District makes no representations or warranties concerning the condition of the House, the suitability of the House for the Purchaser’s intended uses, or any other matter relative to this Agreement other than those expressly stated herein. Purchaser acknowledges that neither the District, nor any principal, agent, attorney, employee, broker, or other representative of the District, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the House or any matter related thereto, and Purchaser is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the House.
- 3. Other Structures Not Included.** This Agreement does not transfer any rights with regard to any of the other structures located on the property.

- 4. Obligation to Remove.** The Purchaser is required to remove the House from the District's property within thirty (30) days of the execution of this Agreement. The Purchaser is responsible for all costs associated with or related to the removal and moving of the House.
- 5. Removal Notice.** The Purchaser is required to provide the District with at least five (5) business days notice of the date(s) on which the Purchaser plans to move the structure. The Purchaser is required to receive District approval of the proposed dates prior to entering onto District property in order to remove the House.
- 6. Permits for Moving Structure.** The Purchaser shall, at his own expense, obtain all required licenses and permits for moving the House.
- 7. Indemnity.** The Purchaser shall be responsible to the District for its acts and omissions, and the acts and omissions of the Purchaser's building mover and any other person or organization performing any of the work under a contract with the Purchaser. The Purchaser agrees to defend, indemnify, and hold harmless the District, its officers, employees, and agents from all losses, expenses, and costs, including attorney's fees, and from all suits, actions, and claims of any character brought because of injuries received or damages sustained by any person, persons, or property arising out of the removal operations, including the removal of any materials in the structure; or in consequence of any neglect in safeguarding the site; or because of any act or omission, neglect, or misconduct of the Purchaser, or by any person or organization employed directly or indirectly by the Purchaser.
- 8. Insurance.** Purchaser shall obtain and maintain commercial liability insurance and automobile insurance to protect against loss or damage during the removal process. Purchaser shall require any contractor it engages to perform the removal to obtain and maintain the same coverage. Limits of liability shall be at least \$1,000,000 per occurrence and each such policy shall name the District as an additional insured. Prior to beginning the removal process, Purchaser shall provide the District with a certificate of insurance evidencing such liability coverage.
- 9. Assignment.** The Purchaser may not assign his rights under this Agreement without the written consent of the District.
- 10. Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the Parties regarding the House. There are no verbal or written side agreements that change this Agreement.
- 11. Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing

the intent to so amend or waive and the exact nature of such amendment or waiver, which is signed by the Parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

12. Governing Law. This Agreement is made and executed under, and in all respects is to be governed and construed under, the laws of the State of Minnesota.

13. Binding Effect. This Agreement binds and benefits the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective the date first written above.

SELLER:

BUYER:

**INDEPENDENT SCHOOL
DISTRICT NO. 879**

TONY SOCHER

By: _____
Amy Johnson
School Board Chair

By: _____
Tony Socher

By: _____
Carolyn Milano
Clerk of the School Board

Dated: _____, 2016

Dated: _____, 2016