



Bois de Sioux
Watershed District

704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185

Fax | 320.563.4987

www.bdswd.com

bdswd@runestone.net

TERMS AND CONDITIONS

For the Sale of Farmland in Western Township,
Otter Tail County, Minnesota

Jamie Beyer

2/10/2023

OFFERS MUST BE RECEIVED BY:

March 15, 2023, at 3:00 PM

DELIVERED TO:

Bois de Sioux Watershed District

Attn: Jamie Beyer, Administrator

704 Highway 75 South

Wheaton, MN 56296

Notice: These Terms and Conditions for the Sale of Farmland are subject to final approval by the Board of Managers of the Bois de Sioux Watershed District.



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REQUEST FOR OFFERS

The Bois de Sioux Watershed District offers for sale the following-described parcel of land located in Western Township, Otter Tail County, more specifically described as:

Southwest Quarter (SW ¼) of Section 32, Township 131, Range 44, Otter Tail County, Minnesota

Quarter section, more or less, subject to any easements or reservations of record.
Property ID #61000320151000

The real property is being sold in one (1) tract. ***Sealed offers should be a lump sum figure for the tract and not a bid per acre.*** Sealed offers will be received by the Administrator of the Bois de Sioux Watershed District until 3:00 p.m. on Wednesday, March 15, 2023. The offers must contain the dollar amount of the offer, the description of the real property: *Copeland Property*, and the intended use of the real property. Please be advised, interested parties are solely responsible for reviewing these terms and conditions for the sale of the real property described herein.

The offers will be considered by the Board of Managers of the Bois de Sioux Watershed District during a portion of its regular meeting, closed pursuant to Minn. Stat. Section 13D.05, subd. 3(c), on March 16, 2023, at 10:00 a.m., at the District's office located at 704 Highway 75 South, Wheaton, Minnesota 56296. The Board of Managers retains the right to reject any and all offers and to negotiate the sale.

The real property is subject to an existing farmland lease which expires December 31, 2023. The selected buyer will receive the rental income for the year 2023, which is due March 1, 2023, in the amount of **Thirty-Four Thousand Nine Hundred Eighty-Seven and 95/100ths Dollars (\$34,987.95)**. The District will deliver the rental income to the selected buyer at closing. The District reserves the right to reject any or all offers and to negotiate the sale.

The District hereby notifies all prospective buyers that minority and disadvantaged businesses will be afforded full opportunity to submit offers in response to this invitation and that no offer will be discriminated against on the grounds of religion, sex, race, color, or national origin.

The District reserves the right to reject any or all offers, to negotiate the sale, and to waive irregularities, informalities, or discrepancies.

Dated: February 13, 2023

Linda Vavra, President



INSTRUCTIONS TO PROSPECTIVE BUYERS

I. GENERAL INFORMATION.

A. **Property Name.** Copeland Property

B. **Notice to Prospective Buyers.** Sealed offers will be received by the District Administrator, at the District's office located at 704 Highway 75 South, Wheaton, Minnesota 56296, until 3:00 p.m. on Wednesday, March 15, 2023, and will be discussed during a closed portion of the Board of Managers' regular meeting on March 16, 2023, at the District's office. All prospective buyers who submitted offers will be notified of the accepted offer by mail, email, or telephone.

C. **Offer – Purchase Information.**

- (1) Offers are being solicited for the sale of farmland in Western Township, Otter Tail County, Minnesota. The property is being sold in one (1) tract. ***Sealed offers should be a lump sum figure for the tract and not a bid per acre.*** The offer must be enclosed in a sealed envelope with "Copeland Property – March 16, 2023" written on the front of the envelope. Title to the land will transfer from the District to the selected buyer, at closing, upon satisfaction of these Terms and Conditions.
- (2) The sale of the real property is made in "AS IS," "WHERE AS," and with "ALL FAULTS" condition. Prospective buyers are urged to investigate the real property and review soil maps or other information pertinent to growing crops on the farmland before submitting an offer.
- (3) **IMPORTANT NOTICE:** Prospective buyers agree to only use the real property for agricultural practices, specifically, ordinary and customary farming and/or ranching operations for a minimum of ten (10) years. Ordinary and customary farming and/or ranching operations may also include constructing, reconstructing, repairing, maintaining, replacing, and removing farmsteads, accessory structures, and related appurtenances. Failure of the selected buyer to use the real property for agricultural practices will be considered a material breach of the sale. The District may pursue legal action such as injunction, action to compel performance, restoration, abatement, and other appropriate action, to ensure the real property continues to be used for agricultural practices for a minimum of ten (10) years. The purpose of the District restricting the use of the real property is to maintain the tax base for the state, county, township, and watershed district. Farming practices will also provide for continued drainage of the real property which helps prevent the harborage of mosquitoes and vermin.

- (4) The selected buyer must provide a cashier's check or personal check in the amount of ten percent (10%) of the purchase price on March 16, 2023, to be held in escrow as earnest money. The earnest money will be applied to the purchase price at closing on or before April 14, 2023.
- (5) The successful buyer will be required to enter into a purchase agreement with the District. The purchase agreement will further describe the responsibilities of the parties prior to, upon, and after closing. The purchase agreement is available for inspection upon request.
- (6) The purchase price, less earnest money, must be paid in cash, money order, certified check, or other immediately available funds at closing on or before April 14, 2023. Personal checks will not be accepted. The transaction must be closed and the money paid to the District on or before April 14, 2023, or the selected buyer will be considered in default and the earnest money held in escrow will be immediately forfeited to the District.
- (7) Prospective buyers are solely responsible for inspecting the real property and are assumed to be satisfied with the conditions of the real property and accept it in its "AS IS," "WHERE AS," and with "ALL FAULTS" condition, subject to the existing farmland lease agreement and the restricted use of the real property. Prospective buyers are authorized to enter the real property for inspection purposes prior to submitting an offer on or before March 15, 2023.
- (8) Prospective buyers are solely responsible for obtaining all financing before closing on the real property. Failure of the selected buyer to obtain financing, or any other failure to close, on or before April 14, 2023, will result in forfeiture of the earnest money to the District.
- (9) At closing, the District will provide an executed quit claim deed to the selected buyer once the purchase price, less the earnest money, is provided to the District. The District will assign its rights and obligations under the farmland lease agreement to the selected buyer at closing.
- (10) The District reserves the right to reject any or all offers, to negotiate the sale, and to waive any minor irregularities, informalities, or discrepancies.

II. OFFER FORMS.

Offers must be submitted on the attached Offer Form enclosed in a sealed envelope. Other offer forms will not be accepted. This packet is available at the District's office located at 704 Highway 75 South, Wheaton, MN 56296. Prospective buyers may also request this packet by email at bds wd@runestone.net or by phone at (320) 563-4185.

III. ADDITIONAL INFORMATION.

Prospective buyers are encouraged to contact Jamie Beyer, District Administrator, with any questions or requests for additional information at (320) 563-4185.

IV. SUBMISSION OF OFFERS.

Prospective buyers shall deliver offers to the District, no later than the time and date indicated above, *in a sealed envelope with the Project Name and Date clearly marked on the outside* of the envelope with the following information:

*Purchase of Copeland Property
Thursday, March 16, 2023*

V. CONSIDERATION – ACCEPTING OFFER.

On March 16, 2023, at 10:00 AM, offers will be presented and considered by the Board of Managers of the Bois de Sioux Watershed District during a closed portion of its regular meeting at the District office. The Board of Managers shall consider the offers during a closed portion of the regular meeting pursuant to Minn. Stat. Sec. 13D.05, subd. 3(c). Upon returning to the open meeting, the Board of Managers may accept the offer of the selected buyer, counteroffer, table its decision to obtain additional information, or reject all offers. The Board of Managers reserves the right to reject any or all offers, to negotiate the sale, and to waive any minor irregularities, informalities, or discrepancies. Prospective buyers need not be present during the meeting; however, they are not discouraged from attending the meeting.

The selected buyer will be required to file a cashier’s check or personal check in the amount of ten percent (10%) of the purchase price upon the offer being accepted by the Board of Managers. The buyer will also be required to enter into a purchase agreement with the District, subject to the existing 2023 farmland lease agreement and the restricted use of the real property.

VI. QUALIFICATIONS OF PROSPECTIVE BUYERS.

The District, or its authorized representative, may make such investigations as it deems necessary to determine the financial ability of the prospective buyers and the intended use of the real property. Upon request by the District, or its authorized representative, the prospective buyer shall furnish all qualification information for the purpose(s) the District, or its authorized representative, may request. The District reserves the right to reject any or all offers if evidence submitted by, or investigation of, such prospective buyer fails to satisfy the District that such buyer is properly qualified to carry out the obligations contemplated herein within the prescribed timeframe. Conditional offers will not be accepted.

VII. INSPECTION OF FARMLAND.

Prospective buyers are urged to fully investigate the real property in order to inform themselves of the conditions and productivity of the farmland. Failure of the prospective buyer to investigate the farmland will not be a valid reason to rescind an offer once opened. It is hereby understood that the offers are submitted on the basis of such inspection.

VIII. OFFERS EXECUTED ON BEHALF OF BUYER.

An offer executed by an attorney or agent on behalf of the prospective buyer shall be accompanied by an authenticated copy of his or her Power of Attorney (or other documentation evidencing agent's authority) to act on behalf of the corporation. Any corporations submitting offers must furnish evidence that the officer(s) or employee(s) who execute the offer have been given the power to act on behalf of the corporation.

IX. ELIGIBILITY OF BUYERS.

Buyers must be at least eighteen (18) years of age.

X. RESERVATIONS.

The District reserves the right to amend the Terms and Conditions, to reject any or all offers, to negotiate the sale, and to waive any minor irregularities, informalities, or discrepancies. Announcements made at the meeting will take precedence over any material published regarding these Terms and Conditions.

XI. CAUSES FOR REJECTING OFFERS.

- A. Offers containing alterations or erasures.** An alteration or erasure of any price contained in the offer shall be rejected, unless, the original price is crossed out or erased and the correction is printed in ink or typewritten adjacent to the alteration or erasure and the person signing the offer initials the correction in ink.
- B. Offers in pencil.** Offers made in pencil will be rejected.
- C. Unmarked envelope.** It is required that prospective buyers identify the project in order to prevent inadvertent opening of the sealed offer before the official date and time. Any offer envelope that is inadvertently opened prior to the date and time stated will be rejected.
- D. Late offers.** Offers must be received by the date and time indicated above at the District's office located at 704 Highway 75 South, Wheaton, Minnesota 56296. All late offers will be rejected and returned unopened.

OFFER FORM

WESTERN TOWNSHIP, OTTER TAIL COUNTY

PROSPECTIVE BUYER'S PRINTED NAME:		TELEPHONE:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PROSPECTIVE BUYER'S SIGNATURE:		DATE:	

This offer is submitted in accordance with the Terms and Conditions set forth in the Terms and Conditions Offer Packet, such offer information is incorporated into this Offer Form by reference. By signing above, I hereby acknowledge that I received and reviewed the Terms and Conditions related to the sale of the real property listed below.

Name:	Copeland Property	
Property:	Section 32, Western Township, Otter Tail County, MN	
Total Acres:	Quarter section, more or less, subject to all easements or reservations of record	
Legal Description:	T131N, R44W, Section 32: SW1/4	
Intended Use of the Property:		
TOTAL OFFER:		\$
(lump sum)		

***Please enclose this Offer in a sealed envelope with “Copeland Property – March 16, 2023” clearly marked on the outside of the envelope.**