



207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378
(507) 457-8250
www.portofwinona.com

AGENDA

DATE: February 12, 2026

TIME: 4:00 P.M.

PLACE: City Council Chambers and via Teams

To Join Teams Meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting) or go to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter the Meeting ID and Passcode below:

Meeting ID: 255 397 199 566

Passcode: vHZLrM

Or call in (audio only)

[+1 872-242-7640,916035970#](tel:+18722427640) United States, Chicago

Phone Conference ID: 916 035 970#

1. CALL TO ORDER - APPROVAL OF MINUTES

Approval of the minutes from the January 8, 2026, meeting.

2. REMARKS BY PRESIDENT

3. NEW BUSINESS

A. 520 Hilbert Purchase

Port Authority staff will review a Purchase Agreement between MnSCU on behalf of Winona State University and the Port Authority for a residential lot. If Commissioners concur, a motion to approve the resolution would be appropriate.

4. FINANCIALS

Staff will review the Financial Statements.

5. ADJOURNMENT

PORT AUTHORITY AGENDA ITEM
AGENDA ITEM: 1. Approval of Minutes
DATE: February 12, 2026
ATTACHMENT: Minutes

Following are the minutes of January 8, 2026, meeting for the Commissioners' review and approval.

PORT AUTHORITY OF WINONA MINUTES

DATE: January 8, 2026

PRESENT: President Cichanowski, Commissioners Johnson, Gorman, Young, Borzyskowski, Hansen, Lucas, & Executive Secretary Chad Ubl

ABSENT: None

STAFF PRESENT: Director of Community Development Lucy McMartin, Director of Finance Jessica Wojahn, & Development Coordinator Nick Larson

1. CALL TO ORDER – APPROVAL OF MINUTES

The meeting was called to order at 4:00 pm. A motion to approve the minutes of the November 13, 2025, meeting was made by Commissioner Borzyskowski, and seconded by Commissioner Lucas. The motion carried with all Commissioners present voting aye.

2. REMARKS BY PRESIDENT

President Cichanowski noted the Chamber of Commerce “After 5 Network Night” at Lyles Flooring after the Port meeting.

3. NEW BUSINESS

A. Financial Management Policy

Finance Director Jessica Wojahn presented the updated Financial Management Policy to the Commissioners. Ms. Wojahn noted the Financial Management Policy is important for investing and taking out debt. Ms. Wojahn noted the Policy was updated to meet any changes to State Statute and to update the investment section of the Policy.

Ms. Wojahn referenced the “Diversification” section on page 17 of the Policy. Ms. Wojahn noted page 17 shows the limit a particular investment can be as part of the total portfolio. Ms. Wojahn noted, for example, only 10% of the investment portfolio can be “Repurchase Agreements”.

Commissioner Hansen asked if there was a limit on individual securities. Ms. Wojahn noted the types of investments the City can invest in are on page 17 and individual investments are not listed, so the City cannot invest in individual investments. Ms. Wojahn, further noted State Statute, is very strict about what municipalities can invest in.

President Cichanowski asked if the City could only invest 75% in the “Money Market”, or could the City invest 100%. Ms. Wojahn noted 75% and stated the percentage listed by the different investment accounts listed on page 17 is the maximum percentage a specific investment can be as part of the “Total Portfolio”.

Commissioner Young stated the Policy is not a new document but has been updated to ensure the City is in compliance with the State Statute and Accounting Principles. Commission Young noted the updated Policy also prepares the City and Port for bond issuance and future investments.

Ms. Wojahn noted there are specific sections of the Policy that need to be reviewed every three (3) years and that the Policy needs to be reviewed before issuing debt.

Executive Secretary Chad Ubl stated from time to time, both the City and the Port have items that come before them that requires transferring funds from one fund to another fund, or possibly debt issuance. Mr. Ubl continued the Policy complies with Government Finance Officers Association (GFOA) best practices.

A motion was made by Commissioner Lucas, and seconded by Commissioner Borzyskowski, to approve the Financial Management Policy. All Commissioners present voted aye.

4. FINANCIALS

Ms. Wojahn noted the December Financial Statement is not adjusted. Ms. Wojahn noted the Finance Department is in the process of closing the books for the audit. Ms. Wojahn noted the final numbers will be presented in June.

Ms. Wojahn reviewed the Sales and Use Tax Report.

President Cichanowski noted the Barge Report.

Commissioner Borzyskowski requested a report on the .25 point of sales tax for the County Jail.

Mr. Ubl pointed out that the sales tax figures are for the entire County and if the City had a sales tax, it would only be a portion of what is listed on the Sales and Use Tax Report.

Ms. McMartin stated 75% - 77% of retail sales in the County occur in the City of Winona. Ms. McMartin noted the Conduit Debt for WSU's residential hall closed at the end of 2025.

Mr. Larson reviewed the Q4 Revolving Loans and Emergency COVID Loan Reports.

Mr. Larson stated Fund 921 is the loan provided to Metro Plains for the

rehabilitation of the former Middle School. Mr. Larson stated that all loan recipients from Fund 922 are current with the exception of one, which Mr. Larson stated staff has been trying to contact to develop a payment plan to get the loan current. Mr. Larson continued onto Fund 923, and noted all recipients are current.

Mr. Larson reviewed the Emergency COVID Loan Report, which the Port Authority partnered with the Winona Area Chamber of Commerce Foundation, WNB Financial, and Merchants Bank to provide loans to twenty-six businesses. Mr. Larson noted all loan recipients are current or have paid their loan off early, except for two businesses. One that declared bankruptcy a couple of years ago and another where the business owner passed away.

5. CLOSED SESSION

President Cichanowski noted the agenda item for this portion of the regular meeting of the Port Authority is to develop or consider offers or counteroffers for the potential purchase of real property located at 520 Hilbert Street. President Cichanowski stated this portion of the properly noticed meeting of the Port Authority will be closed pursuant to Minnesota Statutes, section 13D.05, subdivision 3 (c). President Cichanowski entertained a motion to close the meeting.

A motion was made by Commissioner Borzyskowski, and seconded by Commissioner Hansen, to enter closed session. All Commissioners present voted aye. The regularly scheduled meeting went into closed session at 4:12 pm.

A motion was made by Commissioner Borzyskowski, and seconded by Commissioner Lucas, to reopen the regularly scheduled meeting. All Commissioners present voted aye. The regularly scheduled meeting reopened at 4:30 pm.

A motion was made by Commissioner Lucas, and seconded by Commissioner Hansen, to direct staff to negotiate the purchase agreement with WSU for the purchase of 520 Hilbert Street.

6. ADJOURNMENT

A motion to adjourn the meeting was made by Commissioner Borzyskowski, and seconded by Commissioner Hansen. All Commissioners present voting Aye. The meeting adjourned at 4:39 pm.

Nick Larson
Development Coordinator

Mike Cichanowski
President

**PORT AUTHORITY OF WINONA
ROLL CALL AND VOTE SHEET
JANUARY 8, 2026**

Name	Approval of Minutes November 13, 2025	Financial Management Policy	Financial Report	To Enter Closed Session	To Re-enter into Regularly Schedule Meeting	Purchase of Property	Adjournment
Cichanowski	Aye	Aye	Informational No Vote	Aye	Aye	Aye	Aye
Johnson	Aye	Aye	Informational No Vote	Aye	Aye	Aye	Aye
Gorman	Aye	Aye	Informational No Vote	Aye	Aye	Aye	Aye
Borzyskowski	1st & Aye	2nd & Aye	Informational No Vote	1st & Aye	1st & Aye	Aye	1st & Aye
Young	Aye	Aye	Informational No Vote	Aye	Aye	Aye	Aye
Hansen	Aye	Aye	Informational No Vote	2nd & Aye	Aye	2nd & Aye	2nd & Aye
Lucas	2nd & Aye	1st & Aye	Informational No Vote	Aye	2nd & Aye	1st & Aye	Aye

PORT AUTHORITY AGENDA ITEM

AGENDA ITEM: 3. A. 520 Hilbert Purchase

DATE: February 12, 2026

ATTACHMENT: Resolution and Purchase Agreement

Background:

The Port Authority has a long history of partnering with Habitat for Humanity serving Winona County in constructing affordable housing. Past affordable housing projects the Port Authority and Habitat for Humanity have partnered on include the Jimmy Carter Neighborhood, the development of tax forfeited properties into single-family homes at 169 N. Baker and 863 E. 6th Streets, and three homes on Edwards Street.

There is a residentially zoned lot at 520 Hilbert Street that served as parking for WSU West Campus which is no longer needed. When MnSCU has surplus real estate, there is a process they follow including offering property for appraised value to Local Governmental Entities. The appraised value is \$33,000.

Staff brings this forward as our Comprehensive Plan encourages housing development and public and private investment into housing stock. The Plan also suggests continuing our work with non-profits to create affordable housing and Infill development.

Port staff communicated with Habitat regarding the opportunity at 520 Hilbert Street and there is interest in this lot for future home construction.

Action:

The Port Authority went into closed session on January 8, 2026; to discuss offers and counter offers for the potential purchase of real property at 520 Hilbert. The meeting was re-opened, and a motion was made by Commissioner Lucas, and seconded by Commissioner Hansen to direct staff to negotiate the Purchase Agreement with WSU for the purchase of 520 Hilbert.

Attached for Commissioners consideration is a purchase agreement between the Port Authority and MnSCU on behalf of Winona State.

If Commissioners concur, a motion to approve the attached resolution would be appropriate.

**PORT AUTHORITY OF WINONA
RESOLUTION # 816**

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE
PORT AUTHORITY OF WINONA, APPROVING THE ACQUISITION OF REAL
PROPERTY IN WINONA, MINNESOTA, AND DISPENSING WITH REVIEW OF THE
PURCHASE BY THE WINONA PLANNING COMMISSION**

WHEREAS, the Port Authority of Winona ("Port" or "Buyer") desires to purchase certain real property located at 520 Hilbert Street in the City of Winona, Winona County, Minnesota, PID No. 32.360.0100, legally described on Exhibit A, which is attached hereto and incorporated herein by reference, referred to herein as the "Property"; and

WHEREAS, the owner/seller of the Property, the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Winona State University (the "Seller") has declared the Property surplus property pursuant to Minn. Stat. 16B.282 and is willing to sell the Property to the Port for the appraised value of Thirty-Three Thousand and 00/100 Dollars (\$33,000.00); and

WHEREAS, the Port desires to acquire the Property to provide for economic development purposes including housing on the Property; and

WHEREAS, a draft purchase agreement has been prepared and is attached hereto as Exhibit B; and

WHEREAS, in accordance with the attached draft purchase agreement, the Port and Seller expressly understand and agree that the sale/purchase of the Property is contingent upon approval by the Board of Commissioners of the Port Authority of Winona; and

WHEREAS, if any transaction approval as provided in the purchase agreement is not obtained by the closing date stated in the purchase agreement, the purchase agreement shall then be null and void, without further obligation by either party; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the Port its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the governing body may, by resolution adopted by two-thirds vote, dispense with the requirements of this

subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT AUTHORITY OF WINONA THAT: The Board of Commissioners hereby finds that the proposed acquisition of the Property by the Port has no relationship to the Comprehensive Plan, and therefore review of the proposed acquisition by the Winona Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT: The Board of Commissioners hereby finds that the proposed acquisition of the Property by the Port is in the best interest of the Port district and the people thereof and in furtherance of the Port's general plan.

BE IT FURTHER RESOLVED THAT: The Board of Commissioners hereby approves the attached purchase agreement and authorizes and directs the President and Executive Secretary to: (a) execute the purchase agreement substantially in the form hereby approved and allowing any necessary minor or technical changes as approved by the Executive Secretary and City Attorney; (b) execute such other documentation as necessary to close on the purchase of the Property by the Port Authority of Winona; and (c) record the deed executed by the Seller and such other documentation as necessary with the Office of the Winona County Recorder / Registrar of Titles, as applicable, and pay such related fees.

PASSED by the Board of Commissioners of the Port Authority of Winona on this ____ day of _____, 2026.

ATTEST

Executive Secretary

President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot Seven (7), Block Five (5), Park "A" Addition to Winona, the same overlying a part of what was formerly Lot Fifteen (15) of Curtis Out Lots in the City of Winona, which in its order overlies that part of Holbrook's Addition to Winona that is located upon and forms a part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Twenty-one (21), Township One Hundred and Seven (107), Range Seven (7), Winona County, Minnesota.

EXHIBIT B

PURCHASE AGREEMENT

EXHIBIT B

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of the Effective Date (defined herein) by and between the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Winona State University, whose address is 175 West Mark Street, Winona, MN 55987 ("**Minnesota State**" or "**Seller**"), and the Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, whose address is 207 Lafayette Street, Winona, MN 55987 ("**Buyer**"); collectively Seller and Buyer are referred to herein as the "**parties**".

WHEREAS, Minn. Stat. § 136F.60 authorizes Minnesota State to sell state-owned lands, buildings and improvements; and

WHEREAS, the Buyer desires to purchase state-owned land from Minnesota State for economic development purposes, including additional housing; and

WHEREAS, Minnesota State desires to sell said land to Buyer for the stated purpose; and

WHEREAS, the Vice Chancellor has declared said land to be surplus and authorized the sale to Buyer at the appraised value.

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, all of Seller's right, title and interest in and to the real property located at 520 Hilbert Street, PID No. 32-360-0100, in the City of Winona, County of Winona, State of Minnesota, together with (1) all buildings and improvements constructed or located on the real property ("**Improvements**") and (2) all easements and rights benefiting or appurtenant to the real property and Improvements, to the extent allowed by their underlying instruments, generally described and depicted on **Exhibit A**, and legally described on **Exhibit B**, which exhibits are attached hereto and incorporated herein by this reference (collectively "**Property**").

2. Purchase Price and Manner of Payment.

2.1 The total purchase price to be paid by Buyer to Seller shall be Thirty-three Thousand and No/100 Dollars (\$33,000.00) ("**Purchase Price**"). Buyer shall pay the Purchase Price to Seller by cashier's check or wire transfer at Closing.

2.2 The total amount of earnest money to be paid by Buyer to Seller shall be Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) ("**Earnest**").

Money"). Buyer shall pay the Earnest Money to Seller by cashier's check or wire transfer on the Effective Date of this Agreement with the remainder of the Purchase Price paid on the Closing Date defined herein.

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

- 3.1 Title. Title to the Property is determined by Buyer to be acceptable pursuant to the terms set forth in Section 4.
- 3.2 Inspection and Testing. Buyer shall determine that it is satisfied, in its sole and absolute discretion, with the results of its investigations and testing of the Property. Seller shall provide Buyer and Buyer's employees, agents and contractors access to the Property without charge and at all reasonable times prior to Closing for the purpose of inspecting and testing the Property as it deems necessary, at its sole cost. Buyer shall be responsible for any property damage or personal injury arising from such actions and shall indemnify and hold Seller harmless from all costs, expenses, and liabilities, including attorney's fees, relating to such actions. Buyer shall also keep the Property free from mechanic's liens arising from such actions. This subsection shall expire ninety (90) days after the Effective Date of this Agreement unless Seller agrees in writing to an extension prior to its expiration.
- 3.3 Due Diligence Documents. Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of all existing records and reports, if any, prepared in connection with the ownership of the Property, including: title reports, soil and engineering reports, building permits and licenses, maintenance records, surveys, environmental reports (including Phase I or Phase II reports and related documents exchanged with regulating authorities) and well and storage tank reports, ("**Due Diligence Documents**"). Buyer shall determine that it is satisfied, in its sole and absolute discretion, with the results of its review of the Due Diligence Documents. This subsection shall expire ninety (90) days after the Effective Date of this Agreement unless Seller agrees in writing to an extension prior to its expiration.
- 3.4 Termination/Waiver. If any unexpired contingency has not been satisfied on or before Closing, then this Agreement may be terminated at Buyer's option by written notice to Seller given at any time prior to Closing. Upon such termination neither party will have any further rights or obligations regarding this Agreement or the Property. All contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to

unilaterally waive any contingency by written notice to Seller. In the event an unexpired contingency has not been satisfied, Buyer may terminate the Agreement by written notice to Seller and shall be entitled to return of the Earnest Money.

- 3.5 Other. Seller does not possess and is not providing a survey of the Property. If Buyer obtains a survey of the Property (at its sole expense), it shall provide Seller with a copy of the survey within ten (10) days after receipt.

4. Title Examination. As soon as possible after execution of this Agreement, Seller shall obtain a Title Commitment in the amount of the Purchase Price. Seller shall provide Buyer with a copy of the Title Commitment within five (5) days of receipt, but at least thirty (30) days prior to Closing or such Closing Date shall be automatically extended to accommodate Buyer's title review. Within twenty (20) days of Buyer's receipt of the Title Commitment, Buyer shall make any written objections ("**Title Objections**") to the form and/or contents of the Title Commitment. Buyer's failure to make Title Objections within this period will constitute a waiver thereof. Any matter shown on the Title Commitment and not objected to by Buyer shall be deemed a "**Permitted Encumbrance**". Seller shall have ninety (90) days after receipt of Buyer's Title Objections to cure them, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Title Objections. Buyer may terminate this Agreement if the objections are not cured within the ninety (90) day period, assume the obligation to cure such objections, or waive the objections and proceed to Closing. Buyer shall pay the cost of the Title Commitment at Closing.

5. Closing. The closing on the sale and purchase of the Property contemplated by this Agreement ("**Closing**") shall be conducted at a mutually agreeable time and place on or before April 30, 2026, as delayed or extended by mutual written agreement of the parties or as otherwise provided herein related to title examination ("**Closing Date**"). Buyer and Seller may close at any time prior to March 31, 2026, provided Buyer provides no less than ten (10) days' notice to Seller of its intent to close. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

6. Seller's Closing Documents. At the Closing, Seller shall deliver:

- 6.1 Quit Claim Deed. An executed Quit Claim Deed reserving all mineral interests to the State, in compliance with Minn. Stat. §§ 16B.284 and .286, by which Seller conveys the Property to Buyer free and clear of all encumbrances, except Permitted Encumbrances.
- 6.2 Bring-down Certificate. If necessary, a Bring-down Certificate stating that Seller's representations and warranties are true and correct as of the Closing Date.
- 6.3 Seller's Affidavit. A Seller's Affidavit indicating that on the Closing Date

there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with any standard form which may be required by the Title Company to issue a Title Policy.

- 6.4 Well Disclosure Certificate. A well disclosure certificate or a statement on the Quit Claim Deed certifying that there are no known wells on the Property, as required by Minn. Stat. § 103I.235, subd. 1(b) and (c).
 - 6.5 Storage Tank Affidavit. If applicable, a storage tank affidavit as required by Minn. Stat. § 116.48, subd. 6.
 - 6.6 FIRPTA Certificate. A FIRPTA certificate containing such information as is required by Internal Revenue Code Section 1445 and its regulations.
 - 6.7 Other Documents. Such other documents as are customary or required by law, and as may be required by the Title Company to record Seller's closing documents and issue a title policy pursuant to the Title Commitment.
7. Buyer's Closing Documents. At the Closing, Buyer shall deliver:
- 7.1 Purchase Price. The Purchase Price, less the amount of Earnest Money already paid to Seller, by cashier's check or wire transfer.
 - 7.2 Other Documents. Such documents as are customary or required by law, and as may be required by the Title Company to record Seller's closing documents and issue a title policy pursuant to the Title Commitment.
8. Closing Costs. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- 8.1 Title Insurance and Closing Fees. Buyer will pay the cost of the Title Commitment and will pay the premium for the Title Policy and any premiums required for issuance of a title insurance policy. Seller and Buyer will each pay one-half of any reasonable and customary closing fee, escrow fee, or charge imposed by the Title Company.
 - 8.2 State Deed and Mortgage Registry Taxes. Buyer will pay state deed and mortgage registry taxes, if any.
 - 8.3 Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement. Buyer will pay the cost of recording the Quit Claim Deed and all other documents.

- 8.4 Real Estate Taxes and Special Assessments. General real estate taxes payable in the year in which the Closing occurs will be prorated between Buyer and Seller as of the Closing Date, based on a calendar fiscal year. Buyer will pay all general real estate taxes payable in the year after the year in which the Closing occurs and in all subsequent years. All special assessments levied, pending or assessed against the Property as of the Closing Date will be paid by Seller.
- 8.5 Attorneys' Fees. Seller and Buyer will pay their own attorneys' fees.
- 8.6. Other Costs. All other operating costs of the Property, if any, will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date. All utilities, if any, shall have a final reading as of the Closing Date and then be transferred to Buyer on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Buyer shall be responsible for all charges after the final reading, as applicable.
9. Representations and Warranties by Seller. The sale is "as is, where is", and Buyer is solely responsible for undertaking any due diligence it deems necessary and is required to make an informed purchase of the Property. Seller makes no representations or warranties regarding the Property other than the following:
- 9.1 Authority. Seller has the requisite power and authority to enter into and perform this Agreement.
- 9.2 Title to Property. Seller owns the Property free and clear of all encumbrances except those as may be identified in a title insurance commitment.
- 9.3 Rights of Others. Seller has not entered into any other contracts for the sale of the Property or any lease (which cannot be terminated on or before Closing), option or right of refusal or similar agreement affecting the Property.
- 9.4 Non-Foreign Seller. Seller is not a "foreign person", "foreign partnership", "foreign trust", or "foreign state" as those terms are defined in Internal Revenue Code Section 1445 and its regulations.
- 9.5 Proceedings/Notices. To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the Property. Seller has not received any notice of any violations of any laws, statutes, codes, regulations or requirements from any governmental authority with respect to the Property nor any notice of any future special assessment, change in zoning or other notice that may materially affect the Property.

- 9.6 Wells and Septic Systems. Pursuant to Minn. Stat. §§ 103I.235, subd. 1(a) and 115.55, subd. 6, Seller represents that it is not aware of any wells or subsurface septic systems located on the Property.
- 9.7 Storage Tanks. To the best knowledge of Seller, no storage tanks are located on or under the Property. Further, to the best of Seller's knowledge, no storage tanks have been located on or under the Property and then subsequently removed or filled.
- 9.8 Methamphetamine Production. Pursuant to Minn. Stat. § 152.0275, subd. 2(m), Seller certifies that it is not aware of any methamphetamine production that has occurred on the Property.
- 9.9 Environmental Laws. To the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "**Hazardous Substances**") have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. There has been no discharge, release or threatened release of Hazardous Substances from the Property. To the best of Seller's knowledge, there are no Hazardous Substances or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Property is not now, and to the best of Seller's knowledge never has been, identified on any list of sites contaminated with Hazardous Substances, nor used as a landfill, dump, disposal or storage site for Hazardous Substances.
- 9.10 Contracts. Seller has not entered into any agreements affecting the Property or its use that are not terminable on or before the Closing Date.
- 9.11 Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards. Seller

will not enter into any new leases, or renew any lease terms, and shall terminate any lease on the Property prior to Closing at no cost to Buyer.

10. Representations and Warranties by Buyer. Buyer represents and warrants to Seller as follows:

10.1 Authority. Buyer has the requisite power and authority to enter into and perform this Agreement.

10.2 Certain Proceedings. Buyer has no knowledge of any material actions, proceedings, or litigation that challenge, or may have the effect of preventing, delaying, illegalizing, or otherwise interfering with this Agreement. To Buyer's knowledge, no such matters have been threatened.

10.3 Certain Representations. Buyer acknowledges that it has not relied on any oral or written statements, representations, warranties, or assurances from Seller or its officers, directors, employees, agents, or consultants except those contained in this Agreement.

11. Control of Property and Casualty Loss.

11.1 Seller's Risk of Loss. Until Closing, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property, and to any and all persons, whether employees or otherwise, and all property from and connected to the Property; except that Buyer shall be responsible for damages or injury caused by Buyer or Buyer's representatives during Buyer's inspection and testing of the Property. Until Closing, Seller will maintain the Property in its current condition and will maintain adequate insurance as required by law, insuring the Property from casualty.

11.2 Damage or Destruction. If prior to Closing the Property (or any significant part thereof) is destroyed or damaged, Seller shall notify Buyer of such destruction or damage, and Buyer shall then have the option to terminate this Agreement or to proceed with the Closing following determination of a mutually agreeable purchase price.

11.3 Condemnation. If eminent domain proceedings are commenced against any material portion of the Property prior to Closing, Seller shall immediately give notice thereof to Buyer, and Buyer, at its option (to be exercised within thirty (30) days after Seller's notice), may either (a) terminate this Agreement, or (b) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise

act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the prior written consent of Buyer. As used in this Section 11.3, the term "material portion of the Property" means any portion of the Property which, if taken, will result in a reduction of the usable area of the buildings and improvements thereon or a reduction in the number of parking spaces on the Property, or materially adversely affect access to the Property.

12. Remedies.

12.1 If Buyer defaults under this Agreement, Seller shall have the right to terminate it by giving written notice to Buyer. If Buyer fails to cure such default within fifteen (15) days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Earnest Money as liquidated damages. The termination of this Agreement and retention of the Earnest Money shall be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance.

12.2 If Seller defaults under this Agreement, Buyer may either (a) terminate this Agreement upon fifteen (15) days notice to Seller (Seller having cure rights during the 15-day period), and Seller shall return the Earnest Money to Buyer in the event of uncured default by Seller, or (b) Buyer may seek specific performance of the Agreement to the extent allowed by law.

13. Entire Agreement; Modification. This 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 a writing executed by the parties.

14. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision or part of it, shall be effective unless set forth in a writing expressing the intent to amend or waive and stating the exact nature of such amendment or waiver, and signed by both 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, nor as a waiver of such right in a later or separate instance.

15. Binding Effect. This Agreement binds and benefits the parties and their successors in interest.

16. State Audits. Pursuant to Minn. Stat. § 16C.05, subd. 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.

17. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

18. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

19. Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

20. Construction. Seller and Buyer have reviewed and revised this Agreement. Seller and Buyer acknowledge that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

21. 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 deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

SELLER:

Winona State University
175 West mark Street
Winona, MN 55987
ATTN: Vice President of Finance and Administration – CFO

With a copy to:

Minnesota State
30 East 7th Street, Suite 350
St. Paul, MN 55101
ATTN: Real Estate Manager

BUYER:

Port Authority of Winona
207 Lafayette Street
Winona, MN 55987
ATTN: Executive Secretary

22. Incorporation. The Recitals and attached exhibits are incorporated herein by this reference and shall constitute a part of this Agreement.

23. 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.

24. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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27. Dates and Time Periods. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

28. Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party.

29. Authorized Signatories. The parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented.

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

SELLER:

State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Winona State University

By: _____

Name: William D. Maki

Title: Vice Chancellor for Finance and Facilities

Date: _____

BUYER:

Port Authority of Winona, a body politic and corporate

By: _____

Name: Michael Cichanowski

Title: President

Date: _____

By: _____

Name: Chad Ubl

Title: Executive Secretary

Date: _____

Exhibit A

DEPICTION OF PROPERTY

Winona County, Minnesota

520 Hilbert Street, PID: 32-360-0100

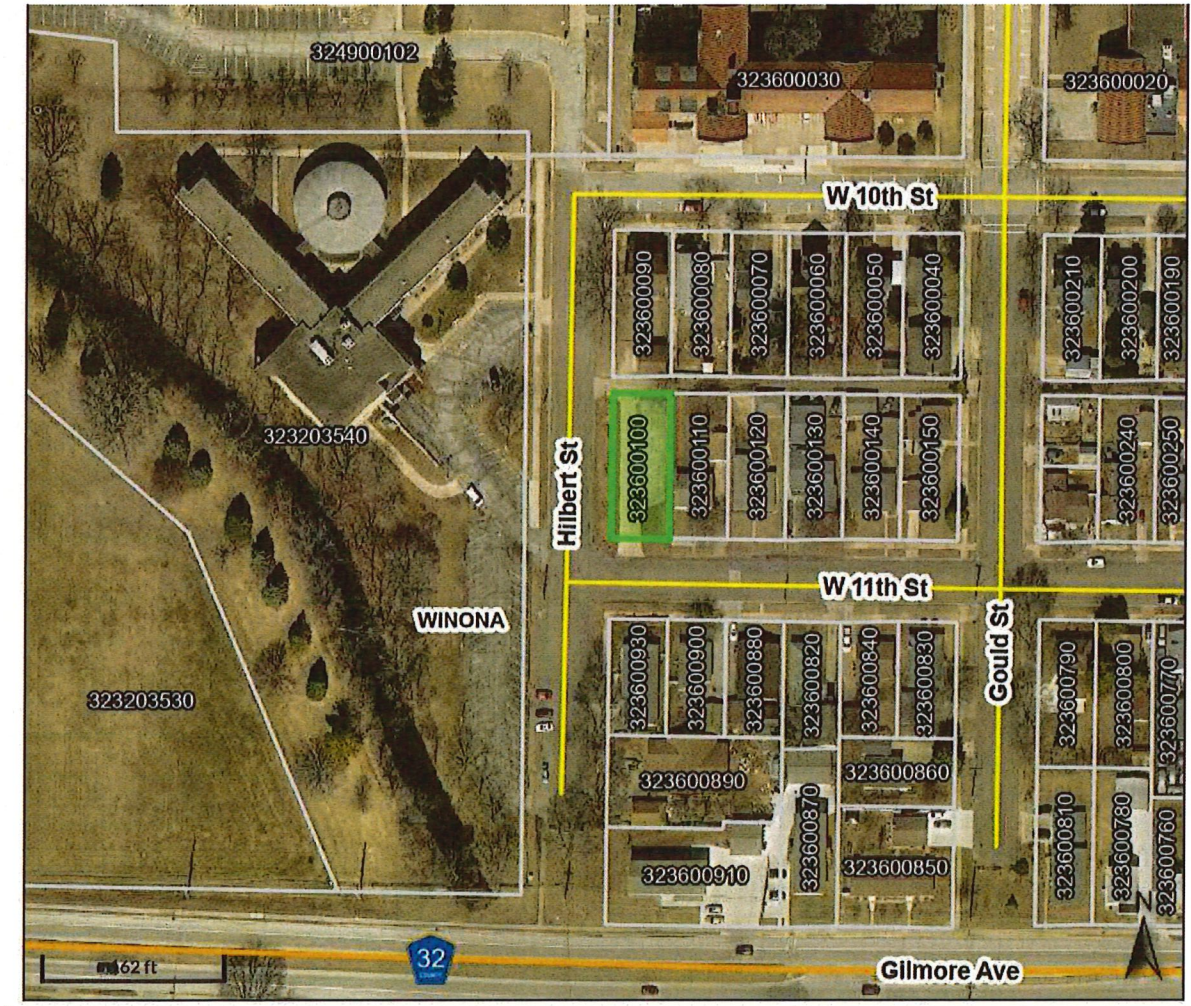


Exhibit B

LEGAL DESCRIPTION OF PROPERTY

Lot Seven (7), Block Five (5), Park "A" Addition to Winona, the same overlying a part of what was formerly Lot Fifteen (15) of Curtis Out Lots in the City of Winona, which in its order overlies that part of Holbrook's Addition to Winona that is located upon and forms a part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Twenty-one (21), Township One Hundred and Seven (107), Range Seven (7), Winona County, Minnesota.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of the Effective Date (defined herein) by and between the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Winona State University, whose address is 175 West Mark Street, Winona, MN 55987 ("**Minnesota State**" or "**Seller**"), and the Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, whose address is 207 Lafayette Street, Winona, MN 55987 ("**Buyer**"); collectively Seller and Buyer are referred to herein as the "**parties**").

WHEREAS, Minn. Stat. § 136F.60 authorizes Minnesota State to sell state-owned lands, buildings and improvements; and

WHEREAS, the Buyer desires to purchase state-owned land from Minnesota State for economic development purposes, including additional housing; and

WHEREAS, Minnesota State desires to sell said land to Buyer for the stated purpose; and

WHEREAS, the Vice Chancellor has declared said land to be surplus and authorized the sale to Buyer at the appraised value.

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, all of Seller's right, title and interest in and to the real property located at 520 Hilbert Street, PID No. 32-360-0100, in the City of Winona, County of Winona, State of Minnesota, together with (1) all buildings and improvements constructed or located on the real property ("**Improvements**") and (2) all easements and rights benefiting or appurtenant to the real property and Improvements, to the extent allowed by their underlying instruments, generally described and depicted on **Exhibit A**, and legally described on **Exhibit B**, which exhibits are attached hereto and incorporated herein by this reference (collectively "**Property**").

2. Purchase Price and Manner of Payment.

2.1 The total purchase price to be paid by Buyer to Seller shall be Thirty-three Thousand and No/100 Dollars (\$33,000.00) ("**Purchase Price**"). Buyer shall pay the Purchase Price to Seller by cashier's check or wire transfer at Closing.

2.2 The total amount of earnest money to be paid by Buyer to Seller shall be Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) ("**Earnest Money**"). Buyer shall pay the Earnest Money to Seller by cashier's check or wire transfer on the Effective Date of this Agreement with the remainder

of the Purchase Price paid on the Closing Date defined herein.

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

- 3.1 Title. Title to the Property is determined by Buyer to be acceptable pursuant to the terms set forth in Section 4.
- 3.2 Inspection and Testing. Buyer shall determine that it is satisfied, in its sole and absolute discretion, with the results of its investigations and testing of the Property. Seller shall provide Buyer and Buyer's employees, agents and contractors access to the Property without charge and at all reasonable times prior to Closing for the purpose of inspecting and testing the Property as it deems necessary, at its sole cost. Buyer shall be responsible for any property damage or personal injury arising from such actions and shall indemnify and hold Seller harmless from all costs, expenses, and liabilities, including attorney's fees, relating to such actions. Buyer shall also keep the Property free from mechanic's liens arising from such actions. This subsection shall expire ninety (90) days after the Effective Date of this Agreement unless Seller agrees in writing to an extension prior to its expiration.
- 3.3 Due Diligence Documents. Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of all existing records and reports, if any, prepared in connection with the ownership of the Property, including: title reports, soil and engineering reports, building permits and licenses, maintenance records, surveys, environmental reports (including Phase I or Phase II reports and related documents exchanged with regulating authorities) and well and storage tank reports, ("**Due Diligence Documents**"). Buyer shall determine that it is satisfied, in its sole and absolute discretion, with the results of its review of the Due Diligence Documents. This subsection shall expire ninety (90) days after the Effective Date of this Agreement unless Seller agrees in writing to an extension prior to its expiration.
- 3.4 Termination/Waiver. If any unexpired contingency has not been satisfied on or before Closing, then this Agreement may be terminated at Buyer's option by written notice to Seller given at any time prior to Closing. Upon such termination neither party will have any further rights or obligations regarding this Agreement or the Property. All contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any contingency by written notice to Seller. In the event an unexpired contingency has not been satisfied, Buyer may terminate the

Agreement by written notice to Seller and shall be entitled to return of the Earnest Money.

- 3.5 Other. Seller does not possess and is not providing a survey of the Property. If Buyer obtains a survey of the Property (at its sole expense), it shall provide Seller with a copy of the survey within ten (10) days after receipt.

4. Title Examination. As soon as possible after execution of this Agreement, Seller shall obtain a Title Commitment in the amount of the Purchase Price. Seller shall provide Buyer with a copy of the Title Commitment within five (5) days of receipt, but at least thirty (30) days prior to Closing or such Closing Date shall be automatically extended to accommodate Buyer's title review. Within twenty (20) days of Buyer's receipt of the Title Commitment, Buyer shall make any written objections ("**Title Objections**") to the form and/or contents of the Title Commitment. Buyer's failure to make Title Objections within this period will constitute a waiver thereof. Any matter shown on the Title Commitment and not objected to by Buyer shall be deemed a "**Permitted Encumbrance**". Seller shall have ninety (90) days after receipt of Buyer's Title Objections to cure them, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Title Objections. Buyer may terminate this Agreement if the objections are not cured within the ninety (90) day period, assume the obligation to cure such objections, or waive the objections and proceed to Closing. Buyer shall pay the cost of the Title Commitment at Closing.

5. Closing. The closing on the sale and purchase of the Property contemplated by this Agreement ("**Closing**") shall be conducted at a mutually agreeable time and place on or before April 30, 2026, as delayed or extended by mutual written agreement of the parties or as otherwise provided herein related to title examination ("**Closing Date**"). Buyer and Seller may close at any time prior to March 31, 2026, provided Buyer provides no less than ten (10) days' notice to Seller of its intent to close. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

6. Seller's Closing Documents. At the Closing, Seller shall deliver:

- 6.1 Quit Claim Deed. An executed Quit Claim Deed reserving all mineral interests to the State, in compliance with Minn. Stat. §§ 16B.284 and .286, by which Seller conveys the Property to Buyer free and clear of all encumbrances, except Permitted Encumbrances.
- 6.2 Bring-down Certificate. If necessary, a Bring-down Certificate stating that Seller's representations and warranties are true and correct as of the Closing Date.
- 6.3 Seller's Affidavit. A Seller's Affidavit indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no skill, labor,

or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with any standard form which may be required by the Title Company to issue a Title Policy.

- 6.4 Well Disclosure Certificate. A well disclosure certificate or a statement on the Quit Claim Deed certifying that there are no known wells on the Property, as required by Minn. Stat. § 1031.235, subd. 1(b) and (c).
 - 6.5 Storage Tank Affidavit. If applicable, a storage tank affidavit as required by Minn. Stat. § 116.48, subd. 6.
 - 6.6 FIRPTA Certificate. A FIRPTA certificate containing such information as is required by Internal Revenue Code Section 1445 and its regulations.
 - 6.7 Other Documents. Such other documents as are customary or required by law, and as may be required by the Title Company to record Seller's closing documents and issue a title policy pursuant to the Title Commitment.
7. Buyer's Closing Documents. At the Closing, Buyer shall deliver:
- 7.1 Purchase Price. The Purchase Price, less the amount of Earnest Money already paid to Seller, by cashier's check or wire transfer.
 - 7.2 Other Documents. Such documents as are customary or required by law, and as may be required by the Title Company to record Seller's closing documents and issue a title policy pursuant to the Title Commitment.
8. Closing Costs. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- 8.1 Title Insurance and Closing Fees. Buyer will pay the cost of the Title Commitment and will pay the premium for the Title Policy and any premiums required for issuance of a title insurance policy. Seller and Buyer will each pay one-half of any reasonable and customary closing fee, escrow fee, or charge imposed by the Title Company.
 - 8.2 State Deed and Mortgage Registry Taxes. Buyer will pay state deed and mortgage registry taxes, if any.
 - 8.3 Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement. Buyer will pay the cost of recording the Quit Claim Deed and all other documents.
 - 8.4 Real Estate Taxes and Special Assessments. General real estate taxes payable in the year in which the Closing occurs will be prorated between

Buyer and Seller as of the Closing Date, based on a calendar fiscal year. Buyer will pay all general real estate taxes payable in the year after the year in which the Closing occurs and in all subsequent years. All special assessments levied, pending or assessed against the Property as of the Closing Date will be paid by Seller.

8.5 Attorneys' Fees. Seller and Buyer will pay their own attorneys' fees.

8.6. Other Costs. All other operating costs of the Property, if any, will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date. All utilities, if any, shall have a final reading as of the Closing Date and then be transferred to Buyer on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Buyer shall be responsible for all charges after the final reading, as applicable.

9. Representations and Warranties by Seller. The sale is "as is, where is", and Buyer is solely responsible for undertaking any due diligence it deems necessary and is required to make an informed purchase of the Property. Seller makes no representations or warranties regarding the Property other than the following:

9.1 Authority. Seller has the requisite power and authority to enter into and perform this Agreement.

9.2 Title to Property. Seller owns the Property free and clear of all encumbrances except those as may be identified in a title insurance commitment.

9.3 Rights of Others. Seller has not entered into any other contracts for the sale of the Property or any lease (which cannot be terminated on or before Closing), option or right of refusal or similar agreement affecting the Property.

9.4 Non-Foreign Seller. Seller is not a "foreign person", "foreign partnership", "foreign trust", or "foreign state" as those terms are defined in Internal Revenue Code Section 1445 and its regulations.

9.5 Proceedings/Notices. To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the Property. Seller has not received any notice of any violations of any laws, statutes, codes, regulations or requirements from any governmental authority with respect to the Property nor any notice of any future special assessment, change in zoning or other notice that may materially affect the Property.

9.6 Wells and Septic Systems. Pursuant to Minn. Stat. §§ 1031.235, subd. 1(a)

and 115.55, subd. 6, Seller represents that it is not aware of any wells or subsurface septic systems located on the Property.

- 9.7 Storage Tanks. To the best knowledge of Seller, no storage tanks are located on or under the Property. Further, to the best of Seller's knowledge, no storage tanks have been located on or under the Property and then subsequently removed or filled.
- 9.8 Methamphetamine Production. Pursuant to Minn. Stat. § 152.0275, subd. 2(m), Seller certifies that it is not aware of any methamphetamine production that has occurred on the Property.
- 9.9 Environmental Laws. To the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "**Hazardous Substances**") have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. There has been no discharge, release or threatened release of Hazardous Substances from the Property. To the best of Seller's knowledge, there are no Hazardous Substances or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Property is not now, and to the best of Seller's knowledge never has been, identified on any list of sites contaminated with Hazardous Substances, nor used as a landfill, dump, disposal or storage site for Hazardous Substances.
- 9.10 Contracts. Seller has not entered into any agreements affecting the Property or its use that are not terminable on or before the Closing Date.
- 9.11 Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards. Seller will not enter into any new leases, or renew any lease terms, and shall terminate any lease on the Property prior to Closing at no cost to Buyer.

10. Representations and Warranties by Buyer. Buyer represents and warrants to Seller as follows:

10.1 Authority. Buyer has the requisite power and authority to enter into and perform this Agreement.

10.2 Certain Proceedings. Buyer has no knowledge of any material actions, proceedings, or litigation that challenge, or may have the effect of preventing, delaying, illegalizing, or otherwise interfering with this Agreement. To Buyer's knowledge, no such matters have been threatened.

10.3 Certain Representations. Buyer acknowledges that it has not relied on any oral or written statements, representations, warranties, or assurances from Seller or its officers, directors, employees, agents, or consultants except those contained in this Agreement.

11. Control of Property and Casualty Loss.

11.1 Seller's Risk of Loss. Until Closing, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property, and to any and all persons, whether employees or otherwise, and all property from and connected to the Property; except that Buyer shall be responsible for damages or injury caused by Buyer or Buyer's representatives during Buyer's inspection and testing of the Property. Until Closing, Seller will maintain the Property in its current condition and will maintain adequate insurance as required by law, insuring the Property from casualty.

11.2 Damage or Destruction. If prior to Closing the Property (or any significant part thereof) is destroyed or damaged, Seller shall notify Buyer of such destruction or damage, and Buyer shall then have the option to terminate this Agreement or to proceed with the Closing following determination of a mutually agreeable purchase price.

11.3 Condemnation. If eminent domain proceedings are commenced against any material portion of the Property prior to Closing, Seller shall immediately give notice thereof to Buyer, and Buyer, at its option (to be exercised within thirty (30) days after Seller's notice), may either (a) terminate this Agreement, or (b) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the prior written consent of

Buyer. As used in this Section 11.3, the term "material portion of the Property" means any portion of the Property which, if taken, will result in a reduction of the usable area of the buildings and improvements thereon or a reduction in the number of parking spaces on the Property, or materially adversely affect access to the Property.

12. Remedies.

12.1 If Buyer defaults under this Agreement, Seller shall have the right to terminate it by giving written notice to Buyer. If Buyer fails to cure such default within fifteen (15) days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Earnest Money as liquidated damages. The termination of this Agreement and retention of the Earnest Money shall be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance.

12.2 If Seller defaults under this Agreement, Buyer may either (a) terminate this Agreement upon fifteen (15) days notice to Seller (Seller having cure rights during the 15-day period), and Seller shall return the Earnest Money to Buyer in the event of uncured default by Seller, or (b) Buyer may seek specific performance of the Agreement to the extent allowed by law.

13. Entire Agreement; Modification. This 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 a writing executed by the parties.

14. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision or part of it, shall be effective unless set forth in a writing expressing the intent to amend or waive and stating the exact nature of such amendment or waiver, and signed by both 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, nor as a waiver of such right in a later or separate instance.

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By: _____

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Title: Vice Chancellor for Finance and Facilities

Date: _____

BUYER:

Port Authority of Winona, a body politic and corporate

By: _____

Name: Michael Cichanowski

Title: President

Date: _____

By: _____

Name: Chad Ubl

Title: Executive Secretary

Date: _____

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Winona County, Minnesota

520 Hilbert Street, PID: 32-360-0100



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