

MINNESOTA STANDARD PURCHASE AGREEMENT

(BEFORE YOU USE OR SIGN THIS CONTRACT, YOU SHOULD CONSULT WITH AN ATTORNEY TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS)

1. **PARTIES.** This purchase agreement is made on March 16, 2022, by and between City of Marshall, a Minnesota municipal corporation, as SELLER, and Daisy & Tulip Holdings, LLC, a Minnesota limited liability company, as BUYER.
2. **OFFER/ACCEPTANCE.** Buyer offers to purchase, and Seller agrees to sell the following described property:

Lot One (1), Block One (1), Centrol Addition to the City of Marshall, Lyon County, Minnesota.
3. **PRICE AND TERMS.** (a.) The total purchase price for the real property included in this sale is Fifty Thousand and no/100 (\$50,000.00) Dollars, which Buyer shall pay as follows: Earnest money of \$5,000.00 upon the execution of this agreement, the receipt of which is hereby acknowledged and the remaining purchase price of \$45,000.00 to be paid at the closing date to be agreed upon by the parties.

b. The sale of property described herein is subject to and contingent upon approval of the sale by the City Council for the City of Marshall.
4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

(A) Building and zoning laws, ordinances, state and federal regulations;
(B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
(C) Reservation of any mineral rights by the State of Minnesota;
(D) Utility Easements now existing or to be created as part of the purchase;
(E) Exceptions to title which constitute encumbrances, restrictions or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement; (MUST BE SPECIFIED IN WRITING).
5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The Seller will pay all real estate taxes due and payable in the year 2021 and all prior years. Buyer and Seller will prorate real estate taxes due and payable in the year 2022 to the date of closing. Buyer will pay real estate taxes due and payable in the year 2023 and into the future. The property is presently exempt from real estate taxes as it is owned by municipality. Buyer is put on notice that the property will become taxable upon sale of property.

6. **DAMAGES TO REAL PROPERTY.** If the Real Property is substantially damaged prior to closing, this Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer. If the Real Property is damaged materially but less than substantially prior to closing, Buyer may rescind this Purchase Agreement by notice to Seller within twenty-one (21) days after Seller notifies Buyer of such damage, during which 21-day period Buyer may inspect the Real Property, and in the event of such rescission, the Earnest Money shall be refunded by Buyer.
7. **OTHER TERMS.** (a) Buyer shall acquire property subject to all existing easements of record. Buyer shall honor all existing easements. The easements on the plat of the above-described property are attached hereto and marked as Exhibit A.

(b) Existing utilities as related the above-described property, are identified on the attached map marked Exhibit A-2, attached hereto, and made apart hereof.

(c) Setbacks. The above-described property is located within Zoning District classified as I-2. Setbacks within I-2 zoned property is as follows: Front yard setback (35 ft adjacent to a thoroughfare); Side yard setbacks (10 ft on both sides) and; Rear yard setback (25 ft).

(d) I-2 Zone does allow interior storage, warehousing, and contractor shops as permitted uses within said zoning district.
8. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the Real Property. Seller warrants that there is a right of access to the Real Property from the public right of way. Seller warrants that there has been no labor or material furnished to the Real Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. Seller is not aware of any wells or septic systems presently located on the property. These warranties shall survive the delivery of the deed or contract for deed.
9. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the Real Property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.
10. **POSSESSION.** Seller shall deliver possession of the property not later than Closing. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity and natural gas shall be prorated between Buyer and Seller as of the date of Closing.
11. **EXAMINATION OF TITLE.** Seller shall, within ten (10) days of the satisfaction of both contingencies of this Agreement, furnish Buyer with an abstract of title or a registered property abstract certified to date including proper searches covering bankruptcies and state and federal judgments, liens and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the

abstract of title or registered property abstract either to have Buyer's attorney examine the title and provide Seller with written objections ("Objections") or, at Buyer's own expense, to make an application for a title insurance policy and notify seller of the application. Buyer shall have ten (10) business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written Objections. Buyer shall be deemed to have waived any title Objections not made within the applicable ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory warranty deed, unless a warranty deed is not specified above.

12. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have 90 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 90 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.
- A. If notice is given and Seller makes marketable title, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
 - B. If notice is given and Seller proceeds in good faith to make title marketable but the 90 day period expires without title being made marketable, Buyer may declare this Purchase Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and Earnest Money shall be refunded to Buyer.
 - C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 90 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
 - 1. Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:
 - (a) Seek damages, costs and reasonable attorney's fees from seller as permitted by law (damages under this subparagraph (a) shall be limited to the cost of curing objections to title and consequential damages are excluded); or
 - (b) Undertake proceedings to correct the objections to title;
 - 2. Rescission of this Agreement by notice as provided herein, in which case the Agreement shall be null and void and all Earnest Money paid hereunder shall be refunded to Buyer;

3. Damages from Seller including costs and reasonable attorney's fees, as permitted by law;
 4. Specific performance within six months after such right of action arises.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options as permitted by law:
1. Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation;
- E. If title is marketable or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
1. Seek damages from Seller including costs and reasonable attorney's fees;
 2. Seek specific performance within six months after such right of action arises.

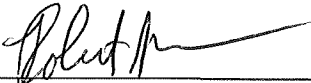
TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.


13. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and if mailed are effective as of the date of mailing.
14. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, CONSULT A LAWYER. Minnesota Law permits licensed real estate brokers and sales agents to prepare purchase agreements. No recommendation or representation is made by either the listing broker or selling broker as to the legal sufficiency, the legal effect or the tax consequences of this contract. These are questions for your lawyer.

I agree to sell the property
for the price and terms and
conditions set forth above.

CITY OF MARSHALL, SELLER

By: 
Robert J. Byrnes
Its: Mayor

By: 
Kyle Box
Its: City Clerk

I agree to purchase the property
for the price and terms and
conditions set forth above.

Daisy & Tulip Holdings, LLC, BUYER

By: 
Its: Managing Member

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Robert J. Byrnes and Kyle Box, the Mayor and City Clerk on behalf of the City of Marshall, a municipal corporation under the laws of the State of Minnesota, as Seller, and on behalf of the City.

Notarial Stamp or Seal (or other Title or Rank)

Signature of Person Taking
Acknowledgment

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 16th day of March, 2022, by Kristin Groubet, managing member of Daisy & Tulip Holdings, LLC, a Minnesota limited liability company, as Buyer, and on behalf of the company.

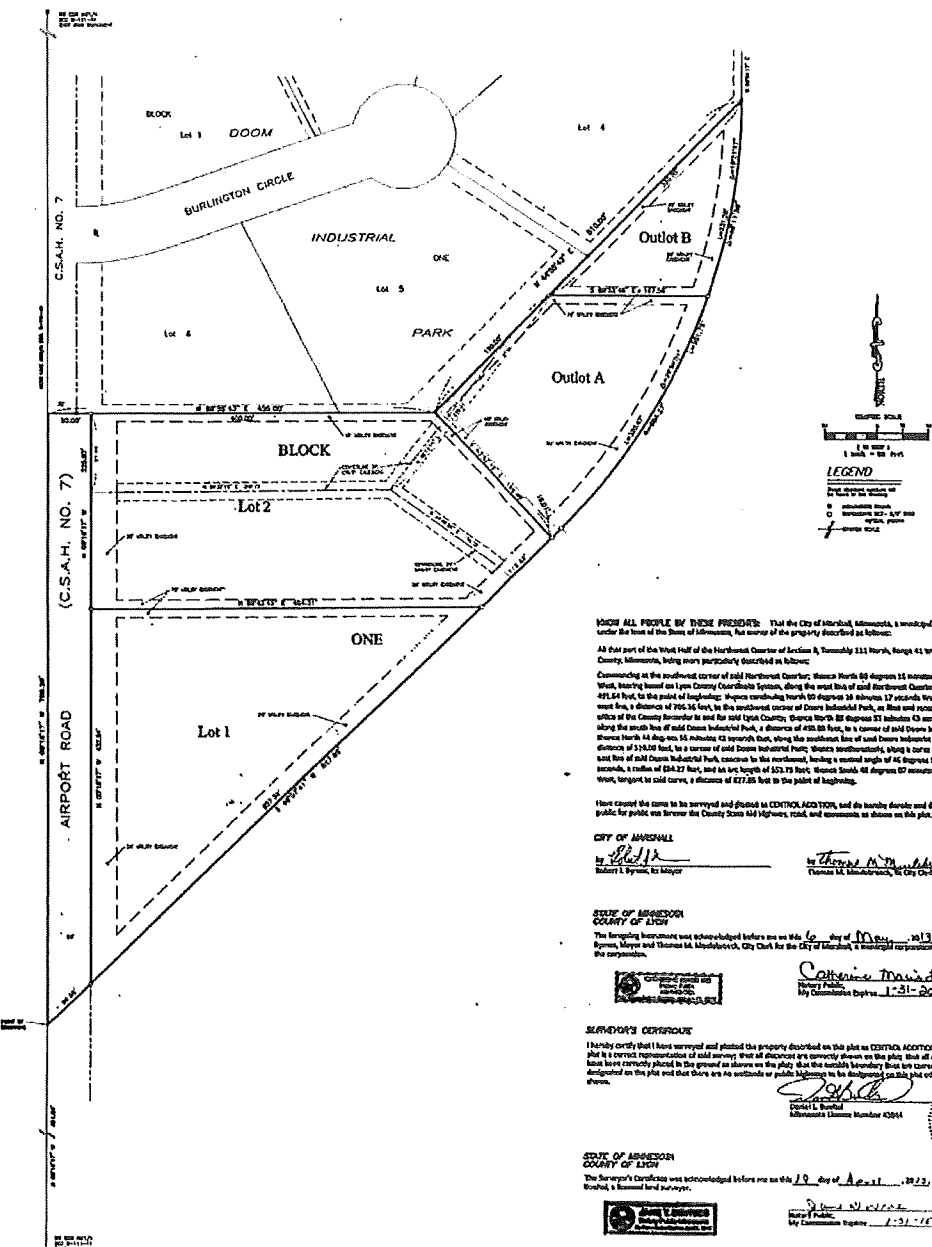


Signature of Person Taking
Acknowledgment

THIS INSTRUMENT WAS DRAFTED BY:

QUARNSTROM & DOERING, P.A.
By: Dennis H. Simpson, Marshall City Attorney
109 South Fourth Street
Marshall, MN 56258
(507) 537-1441

CENTRAL ADDITION



KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Marshall, Missouri, a municipal corporation under the laws of the State of Missouri, has caused the property described as follows:

All that part of the West Half of the Northeast Quarter of Section 8, Township 113 North, Range 41 West, Lyon County, Missouri, being more particularly described as follows:
 Commencing at the southeast corner of said Northeast Quarter; thence North 89 degrees 11 minutes 11 seconds West, bearing based on Lyon County Coordinate System, along the west line of said Northeast Quarter, a distance of 471.64 feet, to the point of beginning; thence North 90 degrees 30 minutes 17 seconds West, along said west line, a distance of 702.36 feet, to the southeast corner of Doorn Industrial Park, as that said corner is the office of the County Recorder is and the said Lyon County, Office North 89 degrees 11 minutes 11 seconds East, along the south line of said Doorn Industrial Park, a distance of 470.89 feet, to a corner of said Doorn Industrial Park; thence North 44 degrees 58 minutes 42 seconds East, along the southeast line of said Doorn Industrial Park, a distance of 214.29 feet, to a corner of said Doorn Industrial Park; thence South 89 degrees 11 minutes 11 seconds West, along the east line of said Doorn Industrial Park, a distance of 470.89 feet, to a corner of said Doorn Industrial Park; thence North 89 degrees 11 minutes 11 seconds West, bearing based on Lyon County Coordinate System, along the north line of said Doorn Industrial Park, a distance of 470.89 feet, to the point of beginning.

Have caused the same to be surveyed and shown as CENTRAL ADDITION, and do hereby divide and dedicate to the public for use hereon the County State Highway, road, and easements as shown on this plat.

CITY OF MARSHALL
 by Robert L. Ryan, Mayor
 by Thomas M. Muehlebach, City Clerk

STATE OF MISSOURI
COUNTY OF LYON
 The foregoing instrument was acknowledged before me on this 10 day of May, 1923, by Robert L. Ryan, Mayor and Thomas M. Muehlebach, City Clerk for the City of Marshall, a municipal corporation, on behalf of the corporation.
Catherine M. Muehlebach
 Notary Public
 My Commission Expires 1-31-2027

SURVEYOR'S CERTIFICATE
 I hereby certify that I have surveyed and plotted the property described on this plat as CENTRAL ADDITION, that this plat is a correct representation of said survey, that all distances are correctly shown on the plat, that all monuments have been correctly placed in the ground as shown on the plat, that the natural boundaries that are correctly designated on this plat and that there are no unshown or public highways on this plat other than those shown.
Charles L. Thomas
 Surveyor
 Missouri License Number 43844

CITY OF MARSHALL
COUNTY OF LYON
 The Surveyor's Certificate was acknowledged before me on this 19 day of April, 1923, by Gerald L. Muehlebach, a licensed land surveyor.
Gerald L. Muehlebach
 Notary Public
 My Commission Expires 1-31-18

CITY COUNCIL
 This plat of CENTRAL ADDITION was approved and accepted, by resolution, at a meeting of the City Council of Marshall, Missouri, held this 31st day of April, 1923.
Robert L. Ryan, Mayor
Thomas M. Muehlebach, City Clerk

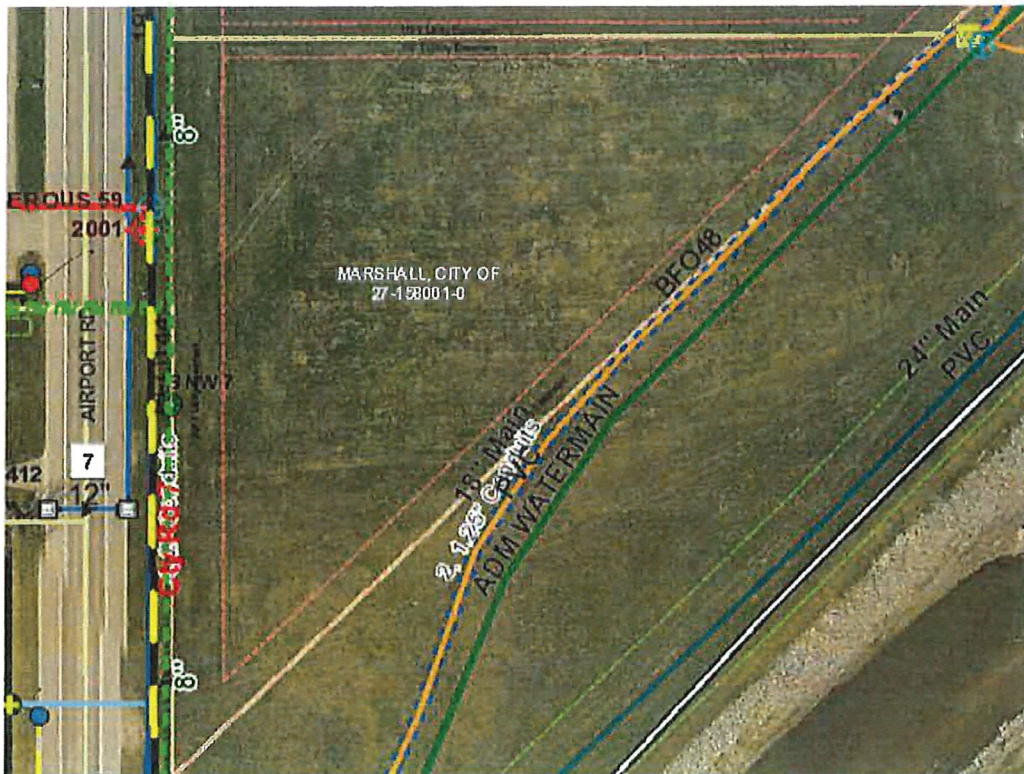
OFFICE OF THE LYON COUNTY RECORDER
 I hereby certify that the tax for the year 2023 and all previous years for the land described in the foregoing instrument and as shown on the annexed has been paid in full.
 Recorder, Lyon County

OFFICE OF THE LYON COUNTY AUDITOR
 I hereby certify that the tax for the year 2023 and all previous years for the land described in the foregoing instrument and as shown on the annexed has been paid in full.
 Auditor, Lyon County

OFFICE OF THE LYON COUNTY RECORDER
 I hereby certify that this instrument was filed and recorded in this office for record on the _____ day of _____, 1923, at _____ o'clock _____, and was duly recorded as document number _____.
 Recorder, Lyon County



EXHIBIT A-2





Office of the City Attorney
109 South Fourth Street
Marshall, MN 56258
Ph. (507) 537-1441
Fax: (507) 537-1445
Email: dsimpson@qdlawfirm.com

MEMORANDUM
VIA EMAIL TRANSMITTAL

TO: Kyle Box, City Clerk
CC: Sharon Hanson, City Administrator; Lauren Deutz, EDA Director
FROM: Dennis H. Simpson, City Attorney
DATE: March 22, 2022
RE: Lot 1, Block 1, Centrol Addition – Sale to Gruhot

Kris Gruhot has signed the purchase agreement regarding purchase of City owned property by Daisy & Tulip Holdings, LLC. Property is described as Lot 1, Block 1, Centrol Addition to the City of Marshall. The \$5,000.00 earnest money payment has been delivered to Karla Drown, Finance Director.

Please submit this for signature by Mayor Byrnes and yourself as City Clerk. Please provide to me a signed notarized copy of the agreement. I will forward that signed agreement to Kris Gruhot for her files.

Secondly, the City does have to provide verification of good title. Please review the City files to see if there is an abstract of title that is available or can be created for this property. If not, please advise and title insurance will be obtained.

Finally, the City Council must pass a resolution authorizing the sale of property. I will submit to you a memo and proposed resolution that can be brought forward for council action on April 12, 2022.

Thank you for your immediate attention to this matter.

DHS:jlh
Attachment