

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 _____, 2020, by and between Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, a municipal corporation, as SELLER, and Best Topsoil, LLC, as BUYER.
2. **OFFER/ACCEPTANCE.** Buyer offers to purchase, and Seller agrees to sell property legally described as:

Part of Lot Two (2) – Block 1 of Mclaughlin Industrial Park Second addition to the City of Marshall, Lyon County, Minnesota – (± 0.46 Acres) – Surveyed Description to govern (Part of Tax Parcel 27-538002-0)

And

Part of Lot Three (3) – Block 1 of Mclaughlin Industrial Park Second addition to the City of Marshall, Lyon County, Minnesota – (± 1.8 Acres) – Surveyed Description to govern (Part of Tax Parcel 27-538003-0).
3. **PRICE AND TERMS.** The total purchase price for the real property included in this sale is Forty-two Thousand Five Hundred and no/100 (\$42,500.00) Dollars, which Buyer shall pay as follows: Earnest money of \$1,000.00 upon the execution of this agreement, receipt of which is hereby acknowledged and the remaining purchase price of \$41,500.00 to be paid at the closing date to be agreed upon by the parties.
4. **BUYER.** Agrees to obtain for and will provide payment for a survey of the property, the legal descriptions of which will be used for the Warranty Deed transferring property. Purchaser will obtain and pay for platting costs incurred for the replatting of the property. Purchaser shall construct and pay for a ditch drainage system to be installed on the property, which system is to be designed and approved by engineering staff at the City of Marshall.
5. **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 and drainage easements which do not interfere with existing improvements;
 - (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).

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The real estate is exempt from taxes due and payable in the year of closing.
7. **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.
8. **OTHER TERMS.** Buyer shall acquire property subject to all existing easements of record. Buyer shall honor all existing easements.
9. **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. These warranties shall survive the delivery of the deed or contract for deed.
10. **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.
11. **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.
12. **EXAMINATION OF TITLE.** Seller shall, within ten (10) days 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.

- 13. 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.

- 14. **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.

- 15. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

- 16. **ADDITIONAL TERMS.** Seller is solely responsible for wetland delineation and mitigation. Application has been made for purchase of sufficient wetland bank credits to remove the designated wetland and to allow for future development of the entirety of the parcel. Closing to occur at such time as the wetland bank credit purchase is approved and the Minnesota Board of Water and Soil Resources issues its ruling related to elimination of wetland and the availability of that wetland for future development. This transaction is also subject to and contingent upon public hearing to be conducted by Seller and approval of this form by the Housing and Redevelopment Authority in and for the City of Marshall.

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.

Housing and Redevelopment Authority in
and for the City of Marshall, Minnesota

By: _____
Robert J. Byrnes
Its: Chair

By: _____
Sharon Hanson
Its: Executive Director

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Robert J. Byrnes and Sharon Hanson, the Chair and Executive Director of the Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, as Seller.

Notarial Stamp or Seal (or other Title or Rank)

Signature of Person Taking
Acknowledgment

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

Best Topsoil, LLC

By: _____
James Swenson

Its: Managing Member

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2020, by James Swenson as managing member of Best Topsoil, LLC, as
Buyer.

Notarial Stamp or Seal (or other Title or Rank)

Signature of Person Taking
Acknowledgment