

AMENDMENT TO PURCHASE AGREEMENT

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1. Date August 21st, 2023

2. Page 1 of 1 pages

3. The undersigned parties to a Purchase Agreement, dated August 17th 2023

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at

5. 131 E Main Street Vergas MN 56587

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. Buyers hereby remove escalation clause and amend purchase price to \$197,501.

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30. All other terms and conditions of the Purchase Agreement to remain the same.

31.  Jean Evans, trustee 08/22/23  
(Seller) (Date)

Julie Jamness 08/21/2023  
(Buyer) (Date)

32. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

33. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).  
34. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

# COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date August 17th 2023

2. BUYER(S) is/are: City of Vergas, (Check one.)
3. ☐ individual(s); OR ☒ a business entity organized under the laws of the State of Minnesota.
4. SELLER(S) is/are: Jeanette C Bruhn Trust, (Check one.)
5. ☒ individual(s); OR ☐ a business entity organized under the laws of the State of \_\_\_\_\_.
6. Buyer's earnest money in the amount of \_\_\_\_\_
7. Five Thousand Dollars
8. (\$ 5,000.00 ) shall be delivered no later than two (2) Business Days after
9. Final Acceptance Date to be deposited in the trust account of: (Check one.)
10. ☒ listing broker; or
11. ☐ \_\_\_\_\_,  
(Trustee)
12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.
13. Said earnest money is part payment for the purchase of property at \_\_\_\_\_
14. 131 E Main Street located in the
15. City/Township of Vergas, County of Otter Tail,
16. State of Minnesota, Zip Code 56587, PID # (s) 82000990064001
17. \_\_\_\_\_
18. and legally described as follows Subdivision: 01648-VERGAS ORIGINAL PLAT
19. Sect-25 Twp-137 Range-041 VERGAS ORIGINAL PLAT PT LOTS 3, 4 & 5 BLK 3 OF ALTONA DESC AS COM MOST NLY COR BLK 3 S
20. 63° W 50.11' TO BG S 63° W 62.64' S 26° E 69.71' N 62° E 62.61' N 26° W 68.76' TO BG TRACT A (collectively the "Property")
21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement*:
22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
23. \_\_\_\_\_
24. One Hundred Seventy-Five Thousand
25. (\$ 175,000.00 ) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:
26. 1. **CASH** of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
27. money; PLUS
28. 2. **FINANCING** of \_\_\_\_\_ percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
29. financing as required by this Purchase Agreement.
30. Such financing shall be: (Check one.) ☐ a first mortgage; ☐ a contract for deed; or ☐ a first
31. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement*:
32. ☐ **Conventional/SBA/Other** ☐ **Contract for Deed**.  
(Check one.)
33. **DUE DILIGENCE:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** subject to a due diligence contingency. (If answer is **IS**,
34. see attached *Addendum to Commercial Purchase Agreement: Due Diligence*.)
35. **CLOSING:** The date of closing shall be October 2nd 2023.

MNC:PA-1 (8/22)



# COMMERCIAL PURCHASE AGREEMENT

36. Page 2 Date August 17th 2023

37. Property located at 131 E Main Street Vergas MN 56587

38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*

39. ☐ **WARRANTY DEED** ☐ **LIMITED WARRANTY DEED** ☐ **CONTRACT FOR DEED**

40. ☒ **OTHER:** Trustee's **DEED** conveying marketable title, subject to:

41. (a) building and zoning laws, ordinances, and state and federal regulations;

42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

44. (d) utility and drainage easements which do not interfere with existing improvements; and

45. (e) others (must be specified in writing): \_\_\_\_\_

46. \_\_\_\_\_

47. **TENANTS/LEASES:** Property ☒ **IS** ☐ **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*  
-----*(Check one.)*-----

48. *to Commercial Purchase Agreement: Due Diligence*).

49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease  
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within <sup>3</sup> \_\_\_\_\_ days of Seller's written request. Said consent  
52. shall not be unreasonably withheld.

53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and  
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.  
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall  
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

57. **SPECIAL ASSESSMENTS:**

58. ☒ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY**  
-----*(Check one.)*-----

59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and  
60. payable in the year of closing.

61. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments  
-----*(Check one.)*-----

62. levied as of the Date of this Purchase Agreement.

63. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as  
-----*(Check one.)*-----

64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments  
66. or less, as allowed by Buyer's lender.)

67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
68. which is not otherwise here provided.

69. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice  
-----*(Check one.)*-----

70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before  
72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement  
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,  
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may  
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the  
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement  
77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said  
78. cancellation and directing all earnest money paid here to be refunded to Buyer.

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# COMMERCIAL PURCHASE AGREEMENT

79. Page 3 Date August 17th 2023

80. Property located at 131 E Main Street Vergas MN 56587

81. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

82. ☒ **IMMEDIATELY AFTER CLOSING;** or

83. ☐ **OTHER:** \_\_\_\_\_

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
85. by possession date.

86. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
87. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
88. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date  
90. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before  
91. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
92. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
93. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation  
94. and directing all earnest money paid here to be refunded to Buyer.

95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 10 days after Final  
96. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy  
97. of title insurance from MN Title & Closing CO., including levied and pending special

(Name of Title Company)

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title  
99. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed  
100. to have waived any title objections not made within the Objection Period provided for immediately above and any  
101. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified  
102. here to be delivered pursuant to this Agreement.

103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's  
104. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title  
105. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether  
106. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated  
107. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall  
108. not delay the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,  
110. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase  
111. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase  
112. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
113. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to  
114. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,  
115. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has  
116. declined to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that  
118. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase  
119. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections  
120. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the  
121. closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would  
123. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation  
124. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled  
125. closing date, whichever is later.

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# COMMERCIAL PURCHASE AGREEMENT

126. Page 4 Date August 17th 2023

127. Property located at 131 E Main Street Vergas MN 56587

128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated  
 129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written  
 130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,  
 131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
 132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither  
 133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by  
 134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept  
 135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase  
 136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice  
 137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and  
 138. to proceed to closing as provided in the immediately preceding sentence.

139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,  
 140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase  
 141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all  
 142. earnest money paid here as liquidated damages.

143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,  
 144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six  
 145. (6) months after such right of action arises.

146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
 147. of Seller's knowledge.

148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened  
 149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to  
 150. closing, Seller will promptly notify Buyer of such proceeding.

151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;  
 152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and  
 153. operation of the Property.

154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished  
 155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any  
 156. structure on, or improvement to, the Property.

157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of  
 158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,  
 159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
 160. received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions  
 161. against conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are  
 162. illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants from the  
 163. title by recording a statutory form in the office of the county recorder of any county where the property is located.

164. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
 165. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
 166. to purchase, rights of first refusal, or other similar rights affecting the Property.

167. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
 168. of closing.

169. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
 170. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of  
 171. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
 172. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on  
 173. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of  
 174. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
 175. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations  
 176. of Seller, and are enforceable in accordance with their terms.

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# COMMERCIAL PURCHASE AGREEMENT

177. Page 5 Date August 17th 2023

178. Property located at 131 E Main Street Vergas MN 56587.

179. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
180. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
181. breach of any of the above representations and warranties, whether such breach is discovered before or after the  
182. date of closing.

183. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
184. and warranties.

185. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
186. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
187. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
188. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
189. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
190. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
191. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
192. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
193. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
194. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
195. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
196. the date of closing.

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

198. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
199. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
200. ending at 11:59 P.M. on the last day.

201. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
202. stated elsewhere by the parties in writing.

203. **CALENDAR DAYS:** For purposes of this Agreement, any reference to "days" means "calendar days." "Calendar  
204. days" include Saturdays, Sundays, and state and federal holidays.

205. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
206. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
207. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

208. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
209. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

210. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
211. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
212. performance, such action must be commenced within six (6) months after such right of action arises.

213. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**  
214. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**  
215. **DATE OF THIS PURCHASE AGREEMENT.**

216. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

217. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

218. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

219. ☐ Seller is aware that methamphetamine production has occurred on the Property.

220. (See *Disclosure Statement: Methamphetamine Production*.)

221. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
222. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
223. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
224. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

MNC:PA-5 (8/22)



# COMMERCIAL PURCHASE AGREEMENT

225. Page 6 Date August 17th 2023

226. Property located at 131 E Main Street Vergas MN 56587

227. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
228. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may  
229. be obtained by contacting the local law enforcement offices in the community where the Property is located  
230. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
231. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

232. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential  
233. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement:*  
234. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.  
235. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

236. **(Check appropriate boxes.)**

237. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

238. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO

239. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

240. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
------(Check one.)-----

241. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
242. *Subsurface Sewage Treatment System*.)

243. **PRIVATE WELL**

244. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well  
------(Check one.)-----

245. is located on the Property, see *Disclosure Statement: Well*.)

246. To the best of Seller's knowledge, the Property ☐ IS ☒ IS NOT in a Special Well Construction Area.  
------(Check one.)-----

247. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
------(Check one.)-----

248. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

249. (If answer is **IS**, see attached *Addendum*.)

250. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
251. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**  
252. **TREATMENT SYSTEM.**

253. There ☐ IS ☒ IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.  
------(Check one.)-----

254. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

## AGENCY NOTICE

255. Deanna Sinclair  
256. (Licensee) is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent.  
------(Check one.)-----

257. Counselor Realty of Detroit Lakes  
(Real Estate Company Name)

258. Joy Summers  
(Licensee) is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent.  
------(Check one.)-----

259. RE/MAX LAKES REGION  
(Real Estate Company Name)

COMMERCIAL PURCHASE AGREEMENT

260. Page 7 Date August 17th 2023

261. Property located at 131 E Main Street Vergas MN 56587

262. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a  
263. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual  
264. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary  
265. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can  
266. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,  
267. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or  
268. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents  
269. may not advocate for one party to the detriment of the other.

270. **CONSENT TO DUAL AGENCY**  
271. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and  
272. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its  
273. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this  
274. transaction without the consent of both parties. Both parties acknowledge that  
275. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will  
276. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will  
277. be shared;  
278. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
279. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the  
280. sale.  
281. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its  
282. salespersons to act as dual agents in this transaction.

283. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)  
284. By: \_\_\_\_\_  
(Seller's Signature)  
285. \_\_\_\_\_  
(Seller's Printed Name)  
286. Its: \_\_\_\_\_  
(Title)  
287. \_\_\_\_\_  
(Date)

**BUYER:** \_\_\_\_\_  
(Business Entity or Individual Name)  
By: \_\_\_\_\_  
(Buyer's Signature)  
\_\_\_\_\_  
(Buyer's Printed Name)  
Its: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

288. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)  
289. By: \_\_\_\_\_  
(Seller's Signature)  
290. \_\_\_\_\_  
(Seller's Printed Name)  
291. Its: \_\_\_\_\_  
(Title)  
292. \_\_\_\_\_  
(Date)

**BUYER:** \_\_\_\_\_  
(Business Entity or Individual Name)  
By: \_\_\_\_\_  
(Buyer's Signature)  
\_\_\_\_\_  
(Buyer's Printed Name)  
Its: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)



# COMMERCIAL PURCHASE AGREEMENT

293. Page 8 Date August 17th 2023

294. Property located at 131 E Main Street Vergas MN 56587

295. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and  
296. assigns.

297. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
298. cash outlay at closing or reduce the proceeds from the sale.

299. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
300. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
301. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer  
302. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

303. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
304. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
305. the closing and delivery of the deed.

306. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
307. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
308. identification numbers or Social Security numbers.

309. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
310. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
311. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**  
312. **party whether the transaction is exempt from FIRPTA withholding requirements.**

313. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens  
314. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the  
315. sale of agricultural land and Buyer is a foreign person.

316. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,  
317. \_\_\_\_\_, and in such event all earnest money shall be returned to Buyer.

318. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
319. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
320. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
321. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
322. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
323. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
324. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
325. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
326. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
327. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
328. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
329. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written  
330. consent.

331. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
332. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
333. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
334. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
335. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
336. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
337. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
338. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
339. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
340. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
341. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable  
342. made by such party.

MNC:PA-8 (8/22)



# COMMERCIAL PURCHASE AGREEMENT

343. Page 9 Date August 17th 2023

344. Property located at 131 E Main Street Vergas MN 56587.

345. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
346. and all addenda must be fully executed by both parties and a copy must be delivered.

347. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
348. this transaction constitute valid, binding signatures.

349. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
350. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
351. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
352. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
353. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
354. Agreement.

355. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
356. contract for deed and be enforceable after the closing.

357. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
358. (1) of this Purchase Agreement.

359. **OTHER:**

360. For the purpose of this document the definition of net sales price shall be as follows: sales  
price minus any seller concessions such as allowances, points, closing costs, home warranty  
fees, etc. This offer is confidential between buyer and seller.  
361.

362. Buyer agrees that should there be another offer that is equal to or high than the net sales  
price of \$175,000, buyer agrees to pay \$2,000 more than said competing offer up to \$189,000.  
363. Seller agrees to provide buyer written evidence of competing offer. Written evidence shall  
include the purchase agreement, financing addendum, counter offer or any other relevant  
364. information (redacted if preferred).

365.

366. In the event one of the competing offers has required confidentiality as part of the agreement,  
seller will provide a copy of confidentiality agreement and a written statement verifying the  
367. existence of the offer without disclosing terms.

368.

369.

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377.

378.

MNC:PA-9 (8/22)



# COMMERCIAL PURCHASE AGREEMENT

379. Page 10 Date August 17th 2023

380. Property located at 131 E Main Street Vergas MN 56587

381. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

382. ☐ If checked, this Purchase Agreement is subject to  
383. attached **Addendum to Commercial Purchase**  
384. **Agreement: Counteroffer.**

385. **FIRPTA:** Seller represents and warrants, under penalty  
386. of perjury, that Seller ☐ IS ☒ **IS NOT** a foreign person (i.e., a  
----- (Check one.) -----  
387. non-resident alien individual, foreign corporation, foreign  
388. partnership, foreign trust, or foreign estate for purposes  
389. of income taxation. (See lines 299-315.) This representation  
390. and warranty shall survive the closing of the transaction  
391. and the delivery of the deed.

392. **SELLER**

393. Jeanette C. Bruhn Trust  
(Business Entity or Individual Name)

394. By: Jean Evans, trustee  
(Seller's Signature)

395. Jean Evans  
(Seller's Printed Name)

396. Its: Trustee  
(Title)

397. 08/22/23  
(Date)

398. **SELLER**

399. \_\_\_\_\_  
(Business Entity or Individual Name)

400. By: \_\_\_\_\_  
(Seller's Signature)

401. \_\_\_\_\_  
(Seller's Printed Name)

402. Its: \_\_\_\_\_  
(Title)

403. \_\_\_\_\_  
(Date)

**BUYER**

City of Vergas  
(Business Entity or Individual Name)

By: Julie Lammers  
(Buyer's Signature)

Julie Lammers  
(Buyer's Printed Name)

Its: Clerk - Treasurer  
(Title)

08/17/2023  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

404. **FINAL ACCEPTANCE DATE:** 08/22/23 The Final Acceptance Date  
405. is the date on which the fully executed Purchase Agreement is delivered.

406. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
407. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

408. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
409. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
410. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
411. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**

412. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
413. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

MNC:PA-10 (8/22)



# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

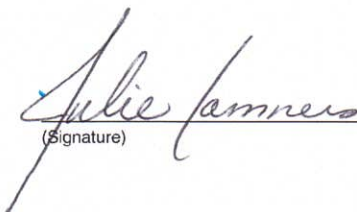
## Buyers/Tenants and Sellers/Owners are advised to:


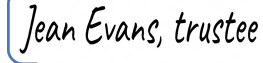
- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

 08/17/2023  
(Signature) (Date)

  08/22/23  
(Signature) (Date)

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# ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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1. Date August 17th, 2023

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 17th 2023  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 131 E Main Street Vergas MN 56587

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language  
7. in this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in  
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in  
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this  
12. Purchase Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility  
14. and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer  
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding  
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of  
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing  
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is  
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing  
21. all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)  
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of  
24. any disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall  
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred  
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or  
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was  
29. in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for  
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections  
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property  
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if  
34. any, to provide tenant with proper notice in advance of any Property showing.

## 35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) **Phase I:** This Purchase Agreement ☐ IS ☒ IS NOT contingent upon ☐ BUYER ☐ SELLER  
------(Check one.)-----

37. obtaining a Phase I environmental site assessment of the Property at ☐ BUYER'S ☐ SELLER'S expense  
------(Check one.)-----

38. within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. \_\_\_\_\_ days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is  
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.



ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE

44. Page 2

45. Property located at 131 E Main Street Vergas MN 56587

46. (ii) **Phase II:** This Purchase Agreement ☐ IS ☒ IS NOT contingent upon ☐ BUYER ☐ SELLER  
------(Check one.)-----

47. obtaining a Phase II environmental site assessment of the Property at ☐ BUYER ☐ SELLER  
------(Check one.)-----

48. expense within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within \_\_\_\_\_ days of either:

50. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is obligated to be obtained by Buyer; or

51. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

52. (iii) **Other Testing:** This Purchase Agreement ☐ IS ☒ IS NOT contingent upon ☐ BUYER ☐ SELLER  
------(Check one.)-----

53. obtaining other Intrusive Testing of the Property at ☐ BUYER'S ☐ SELLER'S expense within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

54. Buyer shall provide reasonable approval of the assessment/inspection within \_\_\_\_\_ days of either:

55. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained by Buyer; or

56. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

57. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

58. Buyer ☐ SHALL ☒ SHALL NOT be required to provide Seller with a copy of any assessment/inspection reports obtained by Buyer.  
------(Check one.)-----

59. (iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted:

60. \_\_\_\_\_

61. \_\_\_\_\_

62. \_\_\_\_\_

63. **B. GOVERNMENTAL APPROVAL:** The following items, if applicable, shall be completed within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

64. (i) This Purchase Agreement ☐ IS ☒ IS NOT contingent upon Buyer obtaining approval of governing body of development or subdivision plans, as described below, at ☐ BUYER ☐ SELLER expense. If IS, Seller shall cooperate with Buyer to obtain such approval.  
------(Check one.)-----

65. \_\_\_\_\_

66. (ii) This Purchase Agreement ☐ IS ☒ IS NOT contingent upon Buyer obtaining approval of governing body for rezoning or use permits, as described below, at ☐ BUYER ☐ SELLER expense. If IS, Seller shall cooperate with Buyer to obtain such approval.  
------(Check one.)-----

67. \_\_\_\_\_

68. \_\_\_\_\_

69. \_\_\_\_\_

70. \_\_\_\_\_

71. \_\_\_\_\_

72. \_\_\_\_\_

73. \_\_\_\_\_

74. \_\_\_\_\_



# **ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE**

82. Page 3

83. Property located at 131 E Main Street Vergas MN 56587.

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the  
85. following items, if checked. Buyer shall approve the items within \_\_\_\_\_ days of either:  
86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or  
87. (b) receipt of the item if Seller is obligated to obtain the item.  
88. (Select appropriate options i-vi.)

89. ☐ (i) ☐ **BUYER** ☐ **SELLER** obtaining a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**  
90. \_\_\_\_\_(Check one.)\_\_\_\_\_ expense.

91. ☐ (ii) ☐ **BUYER** ☐ **SELLER** obtaining soil tests which indicate that the Property may be improved without  
92. \_\_\_\_\_(Check one.)\_\_\_\_\_ extraordinary building methods or costs, at ☐ **BUYER** ☐ **SELLER** expense.  
\_\_\_\_\_ (Check one.) \_\_\_\_\_

93. ☐ (iii) ☐ **BUYER** ☐ **SELLER** obtaining copies of all covenants, reservations and restrictions affecting the Property,  
94. \_\_\_\_\_(Check one.)\_\_\_\_\_ at ☐ **BUYER** ☐ **SELLER** expense.  
\_\_\_\_\_ (Check one.) \_\_\_\_\_

95. ☐ (iv) ☐ **BUYER** ☐ **SELLER** obtaining and approving copies of Association documents at ☐ **BUYER** ☐ **SELLER**  
96. \_\_\_\_\_(Check one.)\_\_\_\_\_ expense.  
\_\_\_\_\_ (Check one.) \_\_\_\_\_

97. ☒ (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights  
98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel  
99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if  
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants  
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the  
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's  
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all  
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute  
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and  
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,  
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of  
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person  
110. or persons claiming under any of them with respect to any of the Security Deposits.

111. ☐ (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the  
112. last \_\_\_\_\_ years, vendor contracts, and any other documents in Seller's possession or  
113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to  
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

MN-ACPA:DD-3 (8/20)



ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE

116. Page 4

117. Property located at 131 E Main Street Vergas MN 56587

118. **D. BUYER INVESTIGATIONS:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon Buyer's investigations  
------(Check one.)-----  
119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and  
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be  
121. completed within 7 days of Final Acceptance Date of this Purchase  
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. **SELLER**

124. Jeanette C. Bruhn Trust  
(Business Entity or Individual Name)  
125. By: Jean Evans, trustee  
(Seller)  
126. Its: Trustee  
(Title)  
127. 08/22/23  
(Date)

128. **SELLER**

129. \_\_\_\_\_  
(Business Entity or Individual Name)  
130. By: \_\_\_\_\_  
(Seller)  
131. Its: \_\_\_\_\_  
(Title)  
132. \_\_\_\_\_  
(Date)

**BUYER**

City of Vergas  
(Business Entity or Individual Name)  
By: Julie Jannus  
(Buyer)  
Its: Clerk - Treasurer  
(Title)  
08/17/2023  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)  
By: \_\_\_\_\_  
(Buyer)  
Its: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

133. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
134. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN-ACPA:DD-4 (8/20)