

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made this ____ day of April, 2025, by and between the Northfield Housing and Redevelopment Authority, a/k/a Housing and Redevelopment Authority of the City of Northfield, Minnesota, a body politic and corporate under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057 (the “HRA” or “Buyer”) and Oberto Properties, LLC (the “seller”); (collectively the Seller and Buyer are referred to herein as the “Parties”).

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the following property (collectively, the “Property”):
 - a. **Real Property.** The real property located 307 Sumner Street East in the City of Northfield, Rice County, Minnesota (PID No. 22.06.3.26.064); legally described on the attached Exhibit A (the “Land”), together with (1) all buildings and improvements constructed or located on the Land (the “Improvements”), and (2) all easements and rights benefiting or appurtenant to the Land and Improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the “Real Property”).
 - b. **Personal Property.** All of the fixtures, if any, situated in or about the Real Property owned by Seller and relating to the use and operation of the Real Property (“Personal Property”), except that Buyer and Seller agree that Seller may, at Seller’s option and expense, remove Personal Property located on the Property. Such removal of Personal Property by Seller shall occur prior to the Closing Date. Buyer may also seek to remove certain, prior-identified fixtures and equipment from the Property with the prior written approval of the City Administrator. Seller remains solely liable for such Personal Property, and Seller shall not have any claim or cause of action regarding the same against Buyer. Seller agrees to indemnify and hold Buyer harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Seller’s presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Seller shall survive termination of this Agreement for any reason. On the Closing Date, all buildings on the Land shall be in a secure, safe and non-hazardous condition acceptable to Buyer where entrance to the same may only be made by Buyer’s authorized personnel or agents through a locked door via keyed entry. Prior to the Closing Date, all other items or personal property not affixed to the Property and not otherwise defined as Personal Property herein shall be removed from the Property by the Seller at the Seller’s expense such that on the Closing Date the Land and Buildings located on the Property are clean and empty of all non-affixed items, garbage, debris and junk. Any debris, junk, garbage or non-affixed items of personal property or

otherwise remaining on the Property on the Closing Date and not otherwise removed by the Seller prior to the Closing Date shall be deemed abandoned by the Seller and become the property of the Buyer to be disposed of by the Buyer in its sole judgment and discretion without compensation to the Seller, and the Purchase Price at Closing shall be reduced by the cost the Buyer estimates necessary to remove and dispose of the same. The Buyer shall have the right to inspect the Property prior to Closing to ensure this paragraph has been complied with to the Buyer's satisfaction and to determine any required reduction in the Purchase Price.

- c. **Leases.** Seller warrants that any and all leases relating to the Property have been or will be terminated prior to the Closing Date. Seller shall disclose all leases pertaining to the Property to Buyer.
 - d. **Permits.** Seller's interests in any certificates, permits, variances, licenses and approvals which benefit or relate to the Property and its current use ("Permits").
 - e. **Warranties.** Seller's interest in all warranties and guaranties, if any, given to, assigned to or benefiting Seller or the Real Property or the Personal Property, regarding the acquisition, construction, design, use, operation, management or maintenance of the Property ("Warranties").
 - f. **Plans.** All blueprints, shop drawings, surveys, studies, plans and specifications regarding the Property and Personal Property that are in the possession of or readily available to Seller or its agents (the "Plans").
 - g. **Records.** All records regarding the Real Property and the Personal Property ("Records") that are in possession of the Seller, or Seller's contract manager, except those that are proprietary to Seller or which are normally viewed as confidential.
 - h. **Proceeds.** Seller's interest in and to any insurance or condemnation proceeds hereinafter received relating to any of the Property, subject to the provisions of Section 8 ("Proceeds").
2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be One Hundred Thirty-Seven Thousand Two Hundred Fifty and No/100ths Dollars (\$137,250.00), which shall be paid as follows:
- a. One Thousand Three Hundred and No/100ths Dollars (\$1,300.00) as earnest money upon execution of this Agreement by the Buyer with \$500 paid to Seller and \$800 to be held by the Title Company; and
 - b. One Hundred Thirty-Five Thousand Nine Hundred Fifty and No/100ths Dollars (\$135,950.00) by wire transfer on the Closing Date.

3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on April 30, 2025, or earlier if mutually agreed, but no later than ninety (90) days after the Inspection/Due Diligence Period described herein below has expired or is waived in writing by Buyer, subject to extension for title curative matters as provided in this Agreement (the “Closing Date”). The Closing shall take place at Northfield City Hall or the Title Company, as hereinafter defined, or at such other place and in such manner as may be agreed to mutually by the Parties. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

a. **Seller’s Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, “Seller’s Closing Documents”):

- i. Deed. A General Warranty Deed (with statement regarding any wells on the Property), substantially in the form attached hereto as Exhibit B, conveying the Property to Buyer, free and clear of all encumbrances, except the “Permitted Exceptions” determined pursuant to Section 6 hereof.
- ii. Bill of Sale. A Bill of Sale in general warranty form, conveying the Personal Property to Buyer, free and clear of all encumbrances except Permitted Encumbrances.
- iii. Seller’s Affidavits. An Affidavit of Seller 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 labor or material furnished to the Property for which payment has not been made for which mechanics’ liens could be filed; that there are no other unrecorded interests in the Property; and that there are no encroachment or survey issues of which Seller is aware; together with whatever standard owner’s affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner’s policy of title insurance conforming to the requirements of Section 6 of this Agreement.
- iv. Original Documents. To the extent reasonably available to Seller original copies of the Leases, the Permits, Warranties, Plans and Records.
- v. Well Certificate. If there are wells on the Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
- vi. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Minn. Stat. § 115B.16 or other provisions of law.
- vii. Abstract. The abstract of title or the owner’s duplicate certificate of title for the Property.

- viii. Title Policy. A title policy, or a marked-up Title Commitment, meeting the requirements of Section 6 of this Agreement.
 - ix. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.
 - b. **Buyer's Closing Documents**. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):
 - i. Purchase Price. The Purchase Price, minus the earnest money, by wire transfer.
- 4. **CONTINGENCIES**. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
 - a. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 6 of this Agreement.
 - b. The Inspection Period described in Section 10 of this Agreement shall have expired without Buyer terminating this Agreement.
 - c. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Closing Date.
 - d. The Parties understand and agree that the purchase of the Property is contingent upon approval by the Board of Commissioners of the HRA prior to the Closing Date.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void and the earnest money, if any, returned to the Buyer.

- 5. **PRORATIONS**. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.
 - a. **Title Insurance and Closing Fee**. Seller will pay all costs related to issuance of the Title Commitment, including but not limited to any tax lien, judgment and bankruptcy searches. Buyer shall pay all premiums required for the issuance of the Title Policy and all endorsements thereto. Buyer will pay any reasonable and customary closing fee or charge imposed by the Title Company.
 - b. **Deed Tax**. Seller shall pay the state deed tax on the Warranty Deed to be delivered by Seller under this Agreement.

- c. **Real Estate Taxes and Special Assessments.** General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. Seller shall pay on or before the Closing Date all special assessments that were officially levied or pending as of the date of this Agreement. Special assessments levied or which become pending after the date of this Agreement shall be paid by Buyer. General real estate taxes payable in the year of Closing shall be prorated such that Seller shall pay such portion of such taxes attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place.
 - d. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
 - e. **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.
 - f. **Attorneys' Fees.** Each of the Parties will pay its own attorneys', accountants', realtors', and consultants' fees.
6. **TITLE.** Seller shall convey good and marketable title to the Property to the Buyer, free of encumbrances other than easements and restrictions of record, which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided by this Agreement.
- a. **Title Commitment.** Buyer may, at Buyer's expense, obtain a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at Closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price. Seller shall deliver to Buyer within 10 business days of the date of this Agreement any updated Abstract(s) or Certificates of Title Seller may have in Seller's possession. Abstracts of Title or Certificates of Title are not required to be certified to date nor to include searches covering bankruptcies, state and federal judgments, judgment liens, or special assessments, so long as the Title Commitment required above assures good and unfettered title.

- b. **Survey.** Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have the right prior to Closing to obtain a survey of the Property at its cost and expense to ensure that it has an accurate legal description of the Land.
 - c. **Objections.** Within 15 business days after delivery of the Title Commitment to Buyer (but in no event later than the expiration of the Inspection/Due Diligence Period (as defined below)), Buyer may deliver to Seller such written objections as Buyer may have to anything contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
 - d. **Buyer's Rights if Seller Fails to Cure Objections.** If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable or unwilling to satisfy any objection or if, for any reason, Seller is unable to convey title in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, with or without adjustment in the Purchase Price, or terminate this Agreement by written notice to Seller, provided that such termination notice must be delivered on or before the Closing Date. In the event of termination as provided herein, Seller shall return the earnest money to Buyer.
 - e. **Permitted Exceptions.** The following shall be deemed to be permitted exceptions:
 - i. Building and zoning laws, ordinances, state and federal regulations; and
 - ii. The lien of real property taxes payable in the year of Closing, which by the terms of this Agreement are not otherwise required to be paid by Seller, but are instead required to be paid or assumed by Buyer.
7. **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 in accordance with prudent, reasonable standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will terminate all leases with respect to the Property prior to the Closing Date and shall not enter into any new leases, or renew any lease terms.
8. **DAMAGE/CONDEMNATION.** If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements, or any other cause, Seller shall immediately give notice to Buyer of such fact, and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement may be terminate by Buyer without further obligation and Seller shall return the earnest money to Buyer. If Buyer so elects not to terminate despite such damage, or if the Property is damaged but not substantially, at Buyer's election, Seller shall promptly commence to repair such

damage or destruction and return the Property to its condition prior to such damage and Buyer shall have the right to approve any loss adjustment reached by Seller with the applicable insurance companies, such approval not to be unreasonably withheld or delayed. If Buyer elects to require Seller to repair, such damage shall be completely repaired prior to the Closing Date, then Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed; provided, however, Buyer shall have the right to delay the Closing Date until repair is completed. If Seller shall fail to diligently proceed to repair such damage then Buyer shall have the right to require a closing to occur, at Buyer's option, the Seller shall assign to Buyer all right to receive the proceeds of any insurance it may carry relating to such damage and Seller shall pay Buyer an amount equal to the deductible under the applicable policies, and the Purchase Price shall remain the same. For purposes of this Section, the words "substantially damaged" mean damage that would cost \$10,000.00 or more to repair.

9. **SELLER'S WARRANTIES.** As an inducement to Buyer to enter into this Agreement of sale and purchase, Seller hereby represents and warrants to Buyer and agrees as follows:

- a. Seller has the authority to enter into this Purchase Agreement and has taken all steps required in order to authorize this Purchase Agreement and the performance and satisfaction of all its terms and conditions.
- b. Neither the execution, delivery nor performance of this Agreement will result in the breach under any indenture, security instrument or other agreement or court or administrative order by which the Seller or the Property may be bound or affected.
- c. The Property and its current use, and the location of the Improvements on the Property, are in compliance with all federal, state and municipal laws, ordinances, rules and regulations, including zoning, subdivision, environmental protection, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from any municipal or state or federal regulatory bodies or agencies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.
- d. There is access to and from the Property to a public street.
- e. Seller has disclosed and made available to Purchaser all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Substances and the Property. The term "Hazardous Substance," in the singular and plural form, means any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et. seq., any substances

or materials which are classified or considered to be hazardous, contaminants, toxic or pollutants, or otherwise regulated under the laws of the State in which the Property is located, and crude oil and any fraction thereof, asbestos in any form or condition, and polychlorinated biphenyls in any form or condition, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- f. All permits, licenses, approvals and reports necessary or required for a Party to store, use, generate or dispose of any Hazardous Substances within or on the Property have been obtained or made, are being complied with, and are in full force and effect.
- g. To the best of Seller's knowledge, no methamphetamine production has occurred on the Property.
- h. Seller is not aware of any environmental condition, situation or incident on, at, or concerning the Property, that could give rise to an action or liability under any Environmental Law or other law, rule, ordinance, or common law theory.
- i. To the best of Seller's knowledge, (i) there are no past or present investigation, administrative proceedings, litigation, regulatory hearings, claims or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("Environmental Laws") or relating to any required environmental permits, and (ii) neither Seller nor any third party has violated any Environmental Law with respect to the Property or Improvements. For purposes of this Agreement, "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, state or federal regulatory agency proceedings or actions, violations, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

- j. To the best of Seller's knowledge, there are not now, nor have there ever been, any wells, operating or abandoned, located in, on or under the Property. As applicable, Seller will provide a Well Disclosure Statement to accompany this Agreement.
- k. Neither the Seller nor any of its affiliates, nor any person that controls, is controlled by, or is under common control with Seller, is on the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor is Seller acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC.
- l. There are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances and regulations regarding such removal.
- m. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.
- n. Seller has paid for, or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Property.
- o. There exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. There is no condemnation proceeding pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.
- p. Seller is the owner of all, and there exists no lien, encumbrance or adverse claim with respect to, any of the items of Personal Property, and all equipment and capital leases for fixtures or equipment essential to operation of the Property have been disclosed in writing to Buyer.
- q. There are no service, maintenance or other contracts or equipment leases relating to the Property other than those which can and, at Buyer's option, will be cancelled on or before the Closing Date; and Seller has disclosed in writing to Buyer all such contracts and equipment leases, if any.
- r. Seller will terminate all leases and contracts with respect to the Property on or prior to the Closing Date and Seller agrees that Seller will not enter into any new leases or renew any lease terms.

- s. No portion of the Property is in a flood plain.
- t. The income and expense statements of the Property made available to Buyer by Seller shall be true, accurate, and complete in all material respects and shall not omit any material information.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date and shall survive the Closing Date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date, Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

10. INSPECTION/DUE DILIGENCE PERIOD. Buyer shall have, commencing the effective date of this Purchase Agreement, until ten (10) days thereafter (the "Inspection/Due Diligence Period") to: (i) conduct such reviews, inspections, soil borings, and tests of the Property as Buyer in its sole discretion deems necessary or advisable; (ii) conduct a Phase I environmental assessment of the Property in Buyer's discretion; and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations and taking soils samples and borings as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason.
- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period or to extend the Closing Date for such time as necessary for the Seller to be in compliance with the terms and conditions of this Agreement. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an

environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, other Hazardous Substances, etc.) of the Property is unacceptable to Buyer, or (3) the Land or buildings are not clear of personal property, debris, junk and garbage on the Closing Date. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

This section shall not be construed to limit in any manner any future testing or analyses by Buyer, in Buyer's sole judgment and discretion, of the environmental conditions on the Property.

11. **BROKER'S COMMISSION.** Seller shall pay any brokers commissions, finders or the like in connection with this transaction.
12. **SURVIVAL.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.
13. **NOTICES.** Any notice required or permitted to be given by any Party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to Buyer; or if mailed by United States registered or certified mail; postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer:

Dayna Norvold, Executive Director
Rice County Habitat for Humanity
204 7th Street NW
Northfield, Minnesota 55057

If to Seller:

Melissa Hanson, Housing & Redevelopment Coordinator
Northfield Housing and Redevelopment Authority
801 Washington Street
Northfield, Minnesota 55057

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other Party shall commence to run two (2) business days after any such deposit. Any Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

14. **CAPTIONS.** The section/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.
15. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding 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.
16. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
17. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
18. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate with no further obligation by either Party. The termination of this Agreement will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon five (5) days' notice to Seller (Seller having cure rights during the 5-day period), and upon such termination, the earnest money, if any, shall be refunded to Buyer and thereafter, neither Party shall have any further rights or obligations hereunder; provided however that this provision does not preclude the Buyer from seeking specific performance of this Agreement so long as the action for specific performance or for "loss of bargain" damages is commenced within six (6) months of the date the cause of action arises.
19. **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.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

- 21. DUTIES OF TITLE COMPANY.** The sole duties of the Title Company shall be those described herein, and the Title Company shall be under no obligation to determine whether the other Parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said Parties. The Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper Party or Parties, consistent with reasonable due diligence on the Title Company's part. The Title Company shall have no duty or liability to verify any such notice, consent order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. The Title Company shall be under no obligation to institute or defend any action, suit or proceeding of any connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, the Title Company may continue to hold the same pending resolution of such dispute, and the Parties hereto hereby indemnify and hold harmless the Title Company from any action taken by it in good faith in the execution of its duties hereunder. The Parties hereto agree that there may exist a potential conflict of interest between the duties and obligations of the Title Company pursuant to this Agreement and as insurer of the purchase of the Property by Buyer from Seller. The Parties hereto acknowledge such potential conflict and indemnify and hold harmless the Title Company from any claim of conflict of interest arising as a result of its duties hereunder and in determining whether it can give its irrevocable commitment to insure Buyer's title. The provisions of this Section shall survive the termination of this Agreement.
- 22. BUYER'S TRANSACTION APPROVAL.** Buyer's obligation to perform hereunder is contingent upon Buyer obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Board of Commissioners of the HRA. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Buyer prior to obtaining the necessary approval provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Buyer under this Agreement.
- 23. ASSIGNMENT.** Buyer shall have an unconditional right to assign this Agreement, and either Party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning Party of its obligations under this Agreement.
- 24. AUTHORIZED SIGNATORIES.** The Parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- 25. TIME OF ESSENCE.** Time is of the essence with respect to this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed effective as of the day and year first set forth above.

SELLER:

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by

Notary Public

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed effective as of the day and year first set forth above.

BUYER:

**Northfield Housing and Redevelopment
Authority, a/k/a Housing and Redevelopment
Authority of the City of Northfield, Minnesota**

By: _____
Galen Malecha, Its Chair

By: _____
Brent Nystrom, Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Brent Nystrom, the Chair, and Jayne Hager Dee, the Secretary, for the Northfield Housing and Redevelopment Authority, a/k/a Housing and Redevelopment Authority of the City of Northfield, Minnesota, a body politic and corporate under the laws of the state of Minnesota, Buyer.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
651-225-8840

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

PID: 22.06.3.26.064

Legal Description:

Lot 1, Block 8, Drake's Addition to Northfield, Rice County Minnesota