

Close~Converse

COMMERCIAL & PREFERRED PROPERTIES

Specializing in Commercial Real Estate & Business Brokerage

521 Charles Street | Brainerd, Minnesota 56401
Phone: (218) 828-3334 | Fax: (218) 828-4330

VACANT LAND PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

© 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date _____
2. Page 1 of _____ pages.

3. RECEIVED OF _____
4. _____
5. the sum of _____ Dollars (\$ _____)
6. by CHECK CASH NOTE as earnest money to be deposited upon Final Acceptance of Purchase
------(Check one.)-----
7. **Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of**
8. **listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not**
9. **accepted by Seller.**
10. Said earnest money is part payment for the purchase of the property located at
11. Street Address: _____ .
12. City of _____ , County of _____ State of Minnesota, legally
13. described as _____
14. _____
15. _____
16. _____
17. including all fixtures, if any, INCLUDING EXCLUDING all emblements within the property at the time of this
------(Check one.)-----
18. Purchase Agreement, if any, and INCLUDING EXCLUDING the following personal property, if any,
------(Check one.)-----
19. _____
20. _____
21. _____
22. _____ ,
23. all of which property Seller has this day agreed to sell to Buyer for the sum of (\$ _____)
24. _____ Dollars,
25. which Buyer agrees to pay in the following manner:
26. 1. Cash of at least _____ percent (%) of the sale price, which includes the earnest money, PLUS
27. 2. Financing, the total amount secured against this property to fund this purchase, not to exceed _____
28. percent (%) of the sale price.
29. Such financing shall be a first mortgage contract for deed or a first mortgage with subordinate
------(Check one.)-----
30. **financing**, as described in the attached *Addendum*:
31. **Conventional** **FHA** **DVA** **Assumption** **Contract for Deed** **Other:** _____ .
------(Check all that apply.)-----
32. **The date of closing shall be _____ , 20 _____ .**
33. This Purchase Agreement **IS** **IS NOT** subject to a *Contingency Addendum* for sale of Buyer's property. (If
------(Check one.)-----
34. answer is **IS**, see attached *Addendum*.) (If answer is **IS NOT**, the closing of Buyer's property, if any, may still affect
35. Buyer's ability to obtain financing, if financing is applicable.)
36. This Purchase Agreement **IS** **IS NOT** subject to cancellation of a previously written purchase agreement dated
------(Check one.)-----
37. _____ , 20 _____ . (If answer is **IS**, said cancellation shall be obtained
38. no later than _____ , 20 _____ .
39. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
40. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
41. paid hereunder to be refunded to Buyer.)

VACANT LAND PURCHASE AGREEMENT

42. Page 2

43. Address _____

44. SPECIAL CONTINGENCIES: This Purchase Agreement is subject to the following contingencies, and if the contingencies checked below are not satisfied or waived, in writing, by Buyer by _____, 20_____, this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

49. (Select appropriate options a-i.)

50. ~~(a) BUYER SELLER shall provide a certificate of survey of the property, at BUYER SELLER expense.~~

51. ~~expense.~~

52. (b) Buyer obtaining approval of city/township of proposed building plans and specifications at BUYER SELLER expense.

54. (c) Buyer obtaining approval of city/township of proposed subdivision development plans at BUYER SELLER expense.

56. (d) Buyer obtaining approval of city/township for rezoning or use permits at BUYER SELLER expense.

57. (e) Buyer obtaining, at BUYER SELLER expense, percolation tests which are acceptable to Buyer.

58. (f) Buyer obtaining, at BUYER SELLER expense, soil tests which indicate that the property may be improved without extraordinary building methods or cost.

60. (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision covenants and approval of the architectural control committee.

62. (h) Buyer obtaining, at BUYER SELLER expense, copies of all covenants, reservations and restrictions affecting the property.

64. (i) Other: _____

66. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

67. SPECIAL DISCLOSURES: Seller discloses, to the best of Seller's knowledge, that the property described in this Purchase Agreement consists of approximately _____ ACRES SQUARE FEET and is currently zoned _____.

69. _____

70. Seller discloses, to the best of Seller's knowledge, that the property IS IS NOT in a designated flood plain area.

72. Seller discloses, to the best of Seller's knowledge, that the property DOES DOES NOT currently receive preferential tax treatment (e.g. Green Acres).

74. Seller certifies that any and all leases applicable to the property in effect as of the date of this Purchase Agreement are terminable on or before the date of closing as specified in this Purchase Agreement.

76. ENVIRONMENTAL CONCERNS: To the best of the Seller's knowledge there are no hazardous substances or underground storage tanks, except where herein noted.

78. _____

79. _____

VACANT LAND PURCHASE AGREEMENT

80. Page 3

81. Address _____

82. PLEASE NOTE: Buyer may incur additional charges improving the property, including, but not limited to, hookup and/
83. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
84. access, curb cuts, utility connection and connecting fees; and tree planting charges.

85. SELLER CERTIFIES, TO THE BEST OF SELLER'S KNOWLEDGE, WHETHER ANY OF THE FOLLOWING
86. PRESENTLY EXIST WITHIN THE PROPERTY:

- 87. Connection to public water? [] Yes [] No
88. Connection to public sewer? [] Yes [] No
89. Connection to private water system off property? [] Yes [] No
90. Connection to electric utility? [] Yes [] No

91. (Check appropriate boxes.)
92. SUBSURFACE SEWAGE TREATMENT SYSTEM
93. SELLER CERTIFIES THAT SELLER [] DOES [] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT
94. SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit,
95. see Subsurface Sewage Treatment System Disclosure Statement.)
96. PRIVATE WELL
97. SELLER CERTIFIES THAT SELLER [] DOES [] DOES NOT KNOW OF A WELL ON OR SERVING THE
98. PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)
99. THIS PURCHASE AGREEMENT [] IS [] IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM
100. AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)
101. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS
102. RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM
103. DISCLOSURE STATEMENT.

104. BUYER [] HAS [] HAS NOT RECEIVED A VACANT LAND DISCLOSURE STATEMENT OR A SELLER'S
105. DISCLOSURE ALTERNATIVES FORM.
106. Buyer acknowledges that no oral representations have been made regarding the property. Buyer relies solely on
107. Seller's written disclosure forms or a written report prepared by an independent third-party inspector that has been
108. provided to Buyer.
109. BUYER HAS RECEIVED INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
110. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
111. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
112. THIS PURCHASE AGREEMENT. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY
113. SUBSTANTIVE CHANGES FROM ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.

114. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a
115. [] Warranty Deed or [] Other: _____ Deed joined in by spouse, if any, conveying marketable title, subject to
116. (a) building and zoning laws, ordinances, state and federal regulations;
117. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
118. (c) reservation of any mineral rights by the State of Minnesota;
119. (d) utility and drainage easements which do not interfere with existing improvements;
120. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____
121. _____ ; and
122. (f) others (must be specified in writing): _____
123. _____ .

VACANT LAND PURCHASE AGREEMENT

124. Page 4

125. Address _____

126. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and
127. interest.

128. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes
-----*(Check one.)*-----

129. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

130. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
-----*(Check one.)*-----

131. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
132. payable in the year or closing.

133. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
-----*(Check one.)*-----

134. of the date of this Purchase Agreement.

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

136. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
137. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
138. assessments or less, as required by Buyer's lender.)

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

141. As of the date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
-----*(Check one.)*-----

142. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
143. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before
144. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
145. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
146. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
147. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
148. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
149. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
150. directing all earnest money paid hereunder to be refunded to Buyer.

151. Buyer shall pay **PRORATED FROM DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate
-----*(Check one.)*-----

152. taxes due and payable in the year 20 _____ .

153. Seller shall pay, **PRORATED TO DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes
-----*(Check one.)*-----

154. due and payable in the year 20 _____ . If the closing date is changed, the real estate taxes paid shall, if prorated,
155. be adjusted to the new closing date.

156. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
157. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate
158. taxes.

159. **POSSESSION:** Seller shall deliver possession of the property no later than _____ after closing.
160. All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and natural gas shall
161. be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid
162. petroleum gas on the day of closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND
163. ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.

VACANT LAND PURCHASE AGREEMENT

164. Page 5

165. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance of this Purchase Agreement,
166. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
167. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
168. or Buyer's designated title service provider:

169. ~~(1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write~~
170. ~~title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs~~
171. ~~related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title~~
172. ~~insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if any.~~
173. ~~Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in Seller's possession or~~
174. ~~control, for this property to Buyer or Buyer's designated title service provider.~~

175. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date
176. if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any abstract for
177. this property in Seller's possession or control to Buyer or Buyer's designated title service provider. If property is
178. ~~Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.~~

179. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
180. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
181. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
182. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
183. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
184. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
185. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
186. directing all earnest money paid hereunder to be refunded to Buyer.

187. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all
188. subdivision expenses and obtain all necessary governmental approvals. This provision deals with the necessity of
189. subdividing land to complete the sale of the property described herein in contrast to the subdivision provision of lines
190. 54-55 which deals with the future development plans of Buyer. Seller warrants the legal description of the real property
191. to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a
192. right of access to the property from a public right of way. These warranties shall survive the delivery of the deed or
193. contract for deed.

194. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures
195. or tools furnished within the 120 days immediately preceding the closing. Seller warrants that Seller has not received
196. any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance or
197. regulation. If the property is subject to restrictive covenants, Seller warrants that Seller has not received any notice
198. from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to
199. Buyer immediately.

200. Seller agrees to allow Buyer reasonable access to the property for performance of any surveys, inspections or tests
201. or for water, sewer, gas or electrical service hookup as agreed to herein. Buyer shall restore the premises to the same
202. condition it was in prior to the surveys, inspections or tests and pay for any restoration costs relative thereto.

203. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for
204. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property
205. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
206. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
207. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
208. directing all earnest money paid hereunder to be refunded to Buyer.

209. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

210. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed
211. by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or
212. oral agreements between Buyer and Seller. This Purchase Agreement can be modified or canceled only in writing
213. signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for
214. purposes of this Purchase Agreement. **Buyer or Seller may be required to pay certain closing costs, which may**
215. **effectively increase the cash outlay at closing or reduce the proceeds from the sale.**

VACANT LAND PURCHASE AGREEMENT

216. Page 6

217. Address _____

218. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
219. must be delivered.

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

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

225. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement
226. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or
227. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel the Purchase
228. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that the Purchase Agreement is
229. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute
230. 559.217, Subd. 4.

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

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

238. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
239. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
240. obtained by contacting the local law enforcement offices in the community where the property is located
241. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
242. site at www.corr.state.mn.us.

243.

NOTICE

244.

(Licensee)

is Seller's Agent Buyer's Agent Dual Agent Facilitator.
------(Check one.)-----

245.

(Real Estate Company Name)

246.

(Licensee)

is Seller's Agent Buyer's Agent Dual Agent Facilitator.
------(Check one.)-----

247.

(Real Estate Company Name)

248. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

VACANT LAND PURCHASE AGREEMENT

249. Page 7

250. Address _____

251. **DUAL AGENCY REPRESENTATION**

252. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

253. Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 254–270.*

254. Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 255–270.*

255. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a
256. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
257. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
258. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
259. Seller(s) and Buyer(s) acknowledge that

260. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will
261. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
262. information will be shared;

263. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

264. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
265. the sale.

266. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
267. and its salesperson to act as dual agents in this transaction.

268. Seller _____ Buyer _____

269. Seller _____ Buyer _____

270. Date _____ Date _____

271. OTHER: _____

272. _____

273. _____

274. _____

275. _____

276. _____

277. _____

278. _____

279. _____

280. _____

281. _____

282. _____

283. _____

284. _____

285. _____

286. _____

VACANT LAND PURCHASE AGREEMENT

287. Page 8

288. Address _____

289. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of
290. this Purchase Agreement, including addenda, on line two (2) of page one (1).)

291. I, the owner of the property, accept this Purchase
292. Agreement and authorize the listing broker to withdraw
293. said property from the market, unless instructed otherwise
294. in writing.

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

I have reviewed all pages of this Purchase Agreement.

295. **I have reviewed all pages of this Purchase Agreement.**

296. **If checked, this Agreement is subject to attached**
297. **Counteroffer Addendum.**

298. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

299. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

300. **X** _____
(Marital Status)

X _____
(Marital Status)

301. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

302. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

303. **X** _____
(Marital Status)

X _____
(Marital Status)

304. **FINAL ACCEPTANCE DATE** _____

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

~~307. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
308. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
309. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.~~

310. **SELLER(S)** _____ **BUYER(S)** _____

311. ~~**SELLER(S)** _____ **BUYER(S)** _____~~