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COMMERCIAL & PREFERRED PROPERTIES

Specializing in Commercial Real Estate & Business Brokerage

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VACANT LAND PURCHASE AGREEMENT

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

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40. Address _____

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

46. (Select appropriate options a-i.)

47. [] (a) [] BUYER [] SELLER shall provide a certificate of survey of the property, at [] BUYER [] SELLER
expense. (Check one.)

48. expense.

49. [] (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
50. [] BUYER [] SELLER expense. (Check one.)

51. [] (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
52. [] BUYER [] SELLER expense. (Check one.)

53. [] (d) Buyer obtaining approval of city/township for rezoning or use permits at [] BUYER [] SELLER expense. (Check one.)

54. [] (e) Buyer obtaining, at [] BUYER [] SELLER expense, percolation tests which are acceptable to Buyer. (Check one.)

55. [] (f) Buyer obtaining, at [] BUYER [] SELLER expense, soil tests which indicate that the property may be
56. improved without extraordinary building methods or cost. (Check one.)

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

59. [] (h) Buyer obtaining, at [] BUYER [] SELLER expense, copies of all covenants, reservations and restrictions
60. affecting the property. (Check one.)

61. [] (i) Other: _____

62. _____

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

64. SPECIAL DISCLOSURES: Seller discloses, to the best of Seller's knowledge, that the property described in this
65. Purchase Agreement consists of approximately _____ [] ACRES [] SQUARE FEET and is currently zoned
66. _____ (Check one.)

67. Seller discloses, to the best of Seller's knowledge, that the property [] IS [] IS NOT in a designated flood plain
68. area. (Check one.)

69. Seller discloses, to the best of Seller's knowledge, that the property [] DOES [] DOES NOT currently receive
70. preferential tax treatment (e.g. Green Acres). (Check one.)

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

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

75. _____

76. _____

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

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

- 84. Connection to public water? [] Yes [] No
85. Connection to public sewer? [] Yes [] No
86. Connection to private water system off property? [] Yes [] No
87. Connection to electric utility? [] Yes [] No

88. (Check appropriate boxes.)

89. PRIVATE SEWER SYSTEM

90. SELLER CERTIFIES THAT SELLER [] DOES [] DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON OR
91. SERVING THE PROPERTY. (If answer is DOES, see Private Sewer System Disclosure Statement.)

92. PRIVATE WELL

93. SELLER CERTIFIES THAT SELLER [] DOES [] DOES NOT KNOW OF A WELL ON OR SERVING THE
94. PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)

95. THIS PURCHASE AGREEMENT [] IS [] IS NOT SUBJECT TO A PRIVATE SEWER AND WELL INSPECTION
96. CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)

97. IF A WELL OR SEPTIC SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL DISCLOSURE
98. STATEMENT AND/OR A PRIVATE SEWER SYSTEM DISCLOSURE STATEMENT.

99. BUYER [] HAS [] HAS NOT RECEIVED A VACANT LAND DISCLOSURE STATEMENT OR A SELLER'S
DISCLOSURE ALTERNATIVES FORM.

100. DISCLOSURE ALTERNATIVES FORM.

101. Buyer acknowledges that no oral representations have been made regarding the property. Buyer relies solely on
102. Seller's written disclosure forms or a written report prepared by an independent third-party inspector that has been
103. provided to Buyer.

104. BUYER HAS RECEIVED INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.

105. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
106. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
107. THIS PURCHASE AGREEMENT. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY
108. SUBSTANTIVE CHANGES FROM ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.

109. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a

110. [] Warranty Deed or [] Other: _____ Deed joined in by spouse, if any, conveying marketable title, subject to
_____ (Check one.)

- 111. (a) building and zoning laws, ordinances, state and federal regulations;
112. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
113. (c) reservation of any mineral rights by the State of Minnesota;
114. (d) utility and drainage easements which do not interfere with existing improvements;

115. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____
116. _____ ; and

117. (f) others (must be specified in writing): _____

118. _____ .

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

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

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

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

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

127. of the date of this Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

152. **POSSESSION:** Seller shall deliver possession of the property no later than _____ after closing.

153. All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and natural gas shall
154. be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid
155. petroleum gas on the day of closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND
156. ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.

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

~~162. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
163. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
164. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
165. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if any.
166. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in Seller's possession or
167. control, for this property to Buyer or Buyer's designated title service provider.~~

~~168. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date
169. if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any abstract for
170. this property in Seller's possession or control to Buyer or Buyer's designated title service provider. If property is
171. Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.~~

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

180. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all
181. subdivision expenses and obtain all necessary governmental approvals. This provision deals with the necessity of
182. subdividing land to complete the sale of the property described herein in contrast to the subdivision provision of lines
183. 51-52 which deals with the future development plans of Buyer. Seller warrants the legal description of the real property
184. to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a
185. right of access to the property from a public right of way. These warranties shall survive the delivery of the deed or
186. contract for deed.

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

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

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

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

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204. Address _____

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

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

213. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement
214. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or
215. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel the Purchase
216. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that the Purchase Agreement is
217. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute
218. 559.217, Subd. 4.

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

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

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

231.

NOTICE

232.

(Licensee)

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

233.

(Real Estate Company Name)

234.

(Licensee)

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

235.

(Real Estate Company Name)

236.

THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

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239. DUAL AGENCY REPRESENTATION

240. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

241. Dual Agency representation DOES NOT apply in this transaction. Disregard lines 242-258.

242. Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 243-258.

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

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

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

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

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

256. Seller _____ Buyer _____

257. Seller _____ Buyer _____

258. Date _____ Date _____

259. OTHER: _____

260. _____

261. _____

262. _____

263. _____

264. _____

265. _____

266. _____

267. _____

268. _____

269. _____

270. _____

271. _____

272. _____

273. _____

274. _____

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

279. I, the owner of the property, accept this Purchase
280. Agreement and authorize the listing broker to withdraw
281. said property from the market, unless instructed otherwise
282. in writing.
283. **I have reviewed all pages of this Purchase Agreement.**

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.**

284. **If checked, this Agreement is subject to attached**
285. **Counteroffer Addendum.**

Potlatch Forest Holdings, Inc.

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

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

X _____
(Marital Status)

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

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

X _____
(Marital Status)

292. **FINAL ACCEPTANCE DATE** _____

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

295. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE *ARBITRATION***
296. ***DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT*, WHICH IS AN OPTIONAL,**
297. **VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

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

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