



ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

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1. Date October 20th, 2025

2. Page 1

3. Addendum to Purchase Agreement between parties, dated April 18th, 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 24xx E. Pioneer Rd.

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. This Counteroffer Addendum is valid only upon signature and delivery of the Purchase Agreement.

8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
9. the same, as stated in the Purchase Agreement, except the following:

10. (Select appropriate changes from original offer.)

11. ☐ Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be
12. \$ _____.

13. ☐ Earnest money shall be a total of \$ _____.

14. ☐ Cash of _____ percent (%) of the sale price, which includes the earnest money.

15. ☐ Mortgage financing of _____ percent (%) of the sale price.

16. ☒ Closing date shall be November 12th, 2025

17. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____.

18. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and _____
19. not to exceed \$ _____ or _____ percent (%) of the sale price.

20. ☐ Seller contribution to Buyer's Broker's Compensation shall be \$ _____ or
21. _____ percent (%) of the sale price.

22. ☐ **OTHER:**

23. _____
24. _____
25. _____
26. _____
27. _____
28. _____

29. K Eden 10/31/25 Signed by: Douglas Mantley 10/23/2025
(Seller) (Date) (Buyer) (Date)

30. John Magas 10/28/25 Signed by: Sean M Rufes 10/23/2025
(Seller) (Date) (Buyer) (Date)

31. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
32. is the date on which the fully executed Purchase Agreement is delivered.

33. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

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

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

401. Page 10 Date April 18th, 2025402. Property located at 24xx E. Pioneer Rd. Duluth 55804

403.

AGENCY NOTICE

404. Kevin P. OBrien

(Licensee)

is ☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Facilitator.

(Check one.)

405. Messina and Assoc.

(Real Estate Company Name)

406.

(Licensee)

is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.

(Check one.)

407.

(Real Estate Company Name)

408. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**409. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's410. compensation at closing 2.5 percent (%) of the selling price or \$ _____, which is in

411. addition to any Seller's contribution to buyer's closing costs paid at closing. This amount is in addition to the listing

412. broker's offer of cooperating compensation, if any.

413.

DUAL AGENCY REPRESENTATION

414. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**415. ☐ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 415-431.*416. ☒ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 416-431.*

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

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

425. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
 426. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
 427. the sale.

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

430. Seller K. Keller

Signed by:

Buyer Douglas MantleySigned by: F1C98D6B3E04BD431. Seller John MagnusBuyer Susan RanfranzSigned by: F6D1AF0C5AD04BF432. Date 10/27/25Date 4/18/2025

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



PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

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1. Date April 18th, 2025

2. Page 1

3. BUYER(S): Douglas Manthey and Susan Ranfranz
4. _____
5. Buyer's earnest money in the amount of
6. Five Hundred Dollars (\$ 500.00)
7. shall be delivered to listing broker, or, if checked, to ☐ no later than two (2) Business
("Earnest Money Holder")
8. Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account
9. of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final
10. Acceptance Date, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 24xx E. Pioneer Rd.
13. City of Duluth, County of St. Louis State of Minnesota,
14. Zip Code 55804, legally described as _____
15. W1/2 of NW1/4 of NW1/4 of NW1/4 Sec 25 Twp 52 Rng 13
16. _____
17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no
18. additional monetary value, and free and clear of all liens and encumbrances:
19. _____
20. _____
21. _____ (collectively the "Property").
22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
23. _____

PURCHASE PRICE:

24. _____
25. Seller has agreed to sell the Property to Buyer for the sum of (\$ 51,000.00)
26. _____
27. Fifty-One Thousand Dollars,
28. which Buyer agrees to pay in the following manner:
29. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
30. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing
31. section.)
32. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached Addendum to
33. Purchase Agreement: Assumption Financing.)
34. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached Addendum to Purchase
35. Agreement: Contract for Deed Financing.)

CLOSING DATE:

36. _____
37. The date of closing shall be May 5th, 2025.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date April 18th, 2025

39. Property located at 24xx E. Pioneer Rd. Duluth 55804

40. **MORTGAGE FINANCING:**

41. This Purchase Agreement ☐ IS ☒ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
-----*(Check one.)*-----

42. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
43. **COSTS** section.

44. Such mortgage financing shall be: *(Check one.)*

45. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

47. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

48. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

49. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

50. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

51. ☐ **OTHER** _____

52. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
53. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
54. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
55. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
56. said financing.

57. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
58. to the first mortgage and any subordinate financing. *(Check one.)*

59. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
60. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
61. sign a **Cancellation of Purchase Agreement** confirming said cancellation and directing all earnest money paid here
62. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
-----*(Check one.)*-----

63. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be
64. prohibited. See the following DVA and FHA Escape Clauses.

65. **OR**

66. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
67. or before _____.

68. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
69. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
70. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
71. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
72. conditions required by lender(s) to close the loan.

73. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
74. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
75. are deemed accepted by Buyer:

76. (a) work orders agreed to be completed by Seller;

77. (b) any other financing terms agreed to be completed by Seller here; and

78. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

MN:PA:VL-2 (8/24)

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

79. Page 3 Date April 18th, 2025

80. Property located at 24xx E. Pioneer Rd. Duluth 55804
81. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
82. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
83. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
84. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
85. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
86. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies
87. allowed by law.
88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
89. canceled if the reason this Purchase Agreement does not close was due to:
90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
93. as specified in the contingency for sale and closing of Buyer's property.
94. If the Written Statement is not provided by the date specified on line 67, Seller may, at Seller's option, declare this
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
98. and directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**
------(Check one.)-----
99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
102. earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**
------(Check one.)-----
103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
104. (Check one.)
105. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
106. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**
107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:
110. (a) making the necessary repairs; or
111. (b) negotiating the cost of making said repairs with Buyer; or
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.
116. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
------(Check one.)-----
117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender
122. setting forth the appraised value of the Property as not less than \$ _____
(sale price)
123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
126. himself/herself that the price and condition of the Property are acceptable."
127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

130. Page 4 Date April 18th, 2025

131. Property located at 24xx E. Pioneer Rd. Duluth 55804

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
133. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

134. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**

 (Check one.)

135. _____ paid by Seller

136. NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.

137. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
138. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
139. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
140. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
141. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
142. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

143. **NOTE:** Verify DVA requirements relating to payment of all special assessments levied and pending, and
144. annual installments of special assessments certified to yearly taxes.

145. OTHER MORTGAGE FINANCING ITEMS: _____

146. _____

147. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

148. Seller ☐ IS ☒ IS NOT contributing to Buyer's costs. If answer is IS, Seller agrees to pay at closing, up to: (Check one.)
----- (Check one.) -----

149. ☐ \$ _____

150. percent (%) of the sale price

151. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
152. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
153. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
154. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
155. by Seller.

156. **NOTE:** The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or
157. lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.

158. SALE OF BUYER'S PROPERTY:

159. (Check one.)

160. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
161. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

162. OR

163. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
164. _____, which is scheduled to close on _____.

_____ pursuant to a fully executed purchase agreement. If Buyer's property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary in any financing contingency made a part of this Purchase Agreement, if applicable.

171. OR

172. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
173. and closing on any other property.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

174. Page 5 Date April 18th, 2025

175. Property located at 24xx E. Pioneer Rd. Duluth 55804

176. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

177. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
178. including all penalties and interest.

179. Buyer shall pay ☒ PRORATED FROM DAY OF CLOSING ☐ ALL ☐ NONE ☐ _____ /12ths OF real estate
(Check one.)

180. taxes due and payable in the year of closing.

181. Seller shall pay ☒ PRORATED TO DAY OF CLOSING ☐ ALL ☐ NONE ☐ _____ /12ths OF real estate taxes
(Check one.)

182. due and payable in the year of closing.

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

185. DEFERRED TAXES/SPECIAL ASSESSMENTS:

186. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes
(Check one.)

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

188. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON _____ (Check one)

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

191. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)

192. of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments
193. that cannot be paid in the year of closing.

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

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

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

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

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

210. **ADDITIONAL PROVISIONS:**

211. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ IS ☒ IS NOT subject to

 (Check one.)

212. cancellation of a previously executed purchase agreement dated _____

213. (If answer is **IS**, said cancellation shall be obtained no later than _____)

214. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
215. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
216. paid here to be refunded to Buyer.)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

217. Page 6 Date April 18th, 2025

218. Property located at 24xx E. Pioneer Rd. Duluth 55804

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

223. (Select appropriate options a-k.)

224. ☐ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
225. ☐ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory
226. to Buyer.
227. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
228. expense.
------(Check one.)-----
229. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at
230. ☐ **BUYER** ☐ **SELLER** expense.
------(Check one.)-----
231. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at
232. ☐ **BUYER** ☐ **SELLER** expense.
------(Check one.)-----
233. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.
------(Check one.)-----
234. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
------(Check one.)-----
235. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
236. improved without extraordinary building methods or cost.
237. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
238. covenants and approval of the architectural control committee.
239. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
240. affecting the Property, satisfactory to Buyer.
------(Check one.)-----
241. ☐ (k) Other:
242. _____
243. _____
244. _____

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

246. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

247. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

248. ☐ **TRUSTEE'S DEED** ☐ Other: _____ Deed joined in by spouse, if any, conveying
249. marketable title, subject to

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

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

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

257. _____

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

258. Page 7 Date April 18th, 2025

259. Property located at 24xx E. Pioneer Rd. Duluth 55804
260. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)
261. ☒ **IMMEDIATELY AFTER CLOSING;** or
262. ☐ **OTHER:** _____
263. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
264. by possession date.
265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,
266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining
267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
268. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated
271. title service provider:
272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
274. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
277. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
279. assisting Seller, upon cancellation of this Purchase Agreement.
280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
285. automatically apply.
286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
294. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
295. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
296. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
297. to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants
298. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date
299. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.
300. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.
302. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
303. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
304. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
305. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

309. Page 8 Date April 18th, 2025

310. Property located at 24xx E. Pioneer Rd. Duluth 55804.
311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
317. restoration costs relative thereto.
318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
322. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
323. said cancellation and directing all earnest money paid here to be refunded to Buyer.
324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
327. specified) ending at 11:59 P.M. on the last day.
328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
329. unless stated elsewhere by the parties in writing.
330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
332. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
333. money from the Earnest Money Holder's trust account:
334. (a) at or upon the successful closing of the Property;
335. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
336. *Agreement* executed by both Buyer and Seller;
337. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
338. (d) upon receipt of a court order.
339. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
340. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
341. Seller shall affirm the same by a written cancellation agreement.
342. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
343. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
344. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
345. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
346. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
347. Cancellation under MN Statute 559.217, Subd. 4.
348. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
349. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
350. performance, such action must be commenced within six (6) months after such right of action arises.
351. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
357. obtained by contacting the local law enforcement offices in the community where the Property is located
358. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
359. site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

360. Page 9 Date April 18th, 2025

361. Property located at 24xx E. Pioneer Rd. Duluth 55804
362. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
363. Purchase Agreement consists of approximately ⁵ ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned
------(Check one.)-----
364. Residential
365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.
------(Check one.)-----
366. Seller discloses, to the best of Seller's knowledge, that the Property ☒ **DOES** ☐ **DOES NOT** currently receive
------(Check one.)-----
367. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
368. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or
------(Check one.)-----
369. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
370. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

371. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
372. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
373. **PURCHASE AGREEMENT.**
374. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: VACANT LAND OR A**
375. ☒ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
376. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
377. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
378. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
379. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

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

383. (Check appropriate boxes.)
384. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
385. **CITY SEWER** ☐ **YES** ☒ **NO** / **CITY WATER** ☐ **YES** ☒ **NO**
386. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
387. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
------(Check one.)-----
388. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
389. *Statement: Subsurface Sewage Treatment System.*)
390. **PRIVATE WELL**
391. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
------(Check one.)-----
392. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)
393. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
------(Check one.)-----
394. CONSTRUCTION AREA.
395. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
------(Check one.)-----
396. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
397. (If answer is **IS**, see attached *Addendum.*)
398. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
399. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
400. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

435. Page 11 Date April 18th, 2025

436. Property located at 24xx E. Pioneer Rd. Duluth 55804

437. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
438. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
439. in the transaction at the time these documents are provided to Buyer and Seller.

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

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

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

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

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

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

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

464. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
465. for deed.

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

468. **OTHER:** _____
469. _____

470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

472. ☐ Addendum to Purchase Agreement
473. ☐ Addendum to Purchase Agreement: Additional Signatures
474. ☐ Addendum to Purchase Agreement: Assumption Financing
475. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
476. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
477. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
478. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
479. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
480. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
481. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
482. ☐ Addendum to Purchase Agreement: Short Sale Contingency
483. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
484. ☐ Other: _____

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

485. Page 12 Date April 18th, 2025486. Property located at 24xx E. Pioneer Rd. Duluth 55804487. I agree to sell the Property for the price and on the terms
488. and conditions set forth above.I agree to purchase the Property for the price and on
the terms and conditions set forth above.

489. I have reviewed all pages of this Purchase

I have reviewed all pages of this Purchase

490. Agreement.

Agreement.

491. ☒ If checked, this Purchase Agreement is subject to
 492. attached **Addendum to Purchase Agreement:**
 493. **Counteroffer** and the Final Acceptance Date shall
 494. be noted on the **Addendum**.

495. **FIRPTA:** Seller represents and warrants, under penalty
 496. of perjury that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a
 -----(Check one.)-----

497. non-resident alien individual, foreign corporation, foreign
 498. partnership, foreign trust, or foreign estate for purposes of
 499. income taxation. (See lines 444-457.) This representation
 500. and warranty shall survive the closing of the transaction
 501. and the delivery of the deed.

502. X K Eder
 (Seller's Signature) (Date)

Signed by: 4/18/2025
 X Susan Ranfranz
 (Buyer's Signature) (Date)

503. X Kelly Eder
 (Seller's Printed Name)

X Susan Ranfranz
 (Buyer's Printed Name)

504. X John Magas
 (Seller's Signature) (Date)

Signed by: 4/18/2025
Douglas Manthey
 (Buyer's Signature) (Date)

505. X John Magas
 (Seller's Printed Name)

X Douglas Manthey
 (Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
 507. is the date on which the fully executed Purchase Agreement is delivered.

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

510. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE
 511. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
 512. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**
 513. **AGREEMENT.**

514. SELLER(S) K Eder

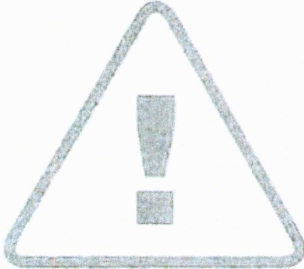
Signed by:
 BUYER(S) Douglas Manthey
 (Buyer's Signature)

515. SELLER(S) John Magas

BUYER(S) Susan Ranfranz
 (Buyer's Signature)

MN:PA:VL-12 (8/24)

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.

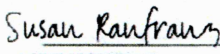
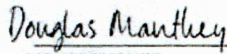
Buyers/Tenants and Sellers/Owners are advised to:

- (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.

Signed by:		Signed by:	
	4/18/2025		4/18/2025
(Signature)	(Date)	(Signature)	(Date)

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