

**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

Page 1 Date: April 22, 2021

Property located at: 100 River Ridge Court, Burnsville, MN 55337

**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

The Addendum to Commercial Purchase Agreement dated April 22, 2021, pertaining to the purchase and sale of property at:

100 River Ridge Court, Burnsville, MN, legally described as follows:

Lot 1, Block 2, River Ridge 3<sup>rd</sup> Addition, according to the recorded plat thereof, County of Dakota, State of Minnesota.

**1. Personal Property.** Lines 21-22 of the Commercial Purchase Agreement is hereby amended to read as follows:

Together with the following personal property:

All office furniture that is attached to the walls of the building (the "Personal Property").

The following personal property will be removed by Seller prior to the sale and is not included in the sale:

Industrial refrigerator in Room 207 of the building  
Washer and dryer in Room 207 of the building  
All wall-mounted monitors in the building  
Refrigerator in Room 100

The Personal Property as defined herein is included in the sale of the Property to Buyer for the sum of:

**2. Deed/Marketable Title.** Line 39 of the Commercial Purchase Agreement is hereby amended to include the following additional language:

Buyer understands and agrees that the limited warranty deed for the Property will contain a deed restriction that prohibits Buyer and any successors in interest from using the Property as a public, private, or charter school providing general education instruction for any students that are in kindergarten through twelfth grade unless the school is in conjunction with or consented to by Independent School District No. 191. [Buyer may use the Property for a day care.](#)

**3. Representations and Warranties of Seller.** Lines 148-150 of the Commercial Purchase Agreement are hereby amended to read as follows:

There is no action, litigation, investigation, condemnation, or other proceeding of any kind, pending or threatened, against the Seller related to the Property or any portion of the

## ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

Page 2 Date: April 22, 2021

Property located at: 100 River Ridge Court, Burnsville, MN 55337

Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller will promptly notify Buyer of such proceeding.

**4. Representations and Warranties of Seller.** Lines 176-179 of the Commercial Purchase Agreement are hereby amended to read as follows:

For a period of ~~180~~365 days from the date of closing, Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after the date of closing.

**5. Due Diligence.** Lines 45-53 of the Addendum to Commercial Purchase Agreement: Due Diligence are hereby amended to read as follows:

If a Phase II environmental assessment is required by Buyer's lender for reasons that are based on the findings in the Phase I environmental assessment and the closing on Buyer's purchase of the property occurs, Seller agrees that it will pay ~~one-half of~~ the cost of the Phase II environmental assessment which payment shall be credited to Buyer on the closing statement. Seller shall not be responsible for paying for any portion of a Phase II environmental assessment if it is not required by Buyer's lender or if the transaction does not close.

**6. Due Diligence.** Lines 66 to 70 of the Addendum to Commercial Purchase Agreement: Due Diligence are hereby amended to read as follows:

Buyer acknowledges that he has inspected or have had the opportunity to inspect the Property and agrees to accept the Property "AS IS," ~~with no right of set off or reduction in the purchase price.~~ Such sale shall be without representation of warranties, express or implied, either oral or written, made by Seller or any official, employee or agent of Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated above. Buyer is relying entirely upon information and knowledge obtained from his own investigation, experience and knowledge obtained from his own investigation, experience, or personal inspection of the Property. Buyer expressly assumes, at closing, all environmental and other liabilities

Property located at: 100 River Ridge Court, Burnsville, MN 55337

with respect to the Property and releases and indemnifies Seller from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (“RCRA”), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release shall survive closing. The foregoing provision shall survive closing and shall not be deemed merged into any instrument of conveyance delivered at closing.

**7. Due Diligence.** An additional contingency shall be added to the benefit of the Seller to the Addendum to Commercial Purchase Agreement: Due Diligence as a Seller’s contingency to read as follows:

There is currently a solar array located on the Property that is subject to the following agreements:

- a. Purchase Agreement dated May 4, 2017 between Ideal Energies, LLC (Ideal) and Seller whereby Ideal sold and installed a grid-tiered photovoltaic solar electric system (the “Energy System”) on the Property;
- b. Facility Lease Agreement dated May 4, 2017 between Green Sky Leasing, LLC (Green Sky) and Seller whereby Green Sky leases a portion of the Property for the construction, operation, and maintenance of the Energy System;
- c. Power Purchase Agreement dated May 4, 2017 between Green Sky and Seller whereby Green Sky sells renewable electric power to Seller that is produced by the Energy System; and
- d. Put and Call Agreement dated May 4, 2017 between Green Sky and Seller whereby Green Sky has an option to put its interest to Seller and upon which Seller has an option to call Green Sky’s interest from Green Sky.

These agreements are collectively referred to as the “Energy System Agreements.” This Purchase Agreement is contingent upon Seller’s ability to assign its obligations for the Energy System Agreements to Buyer at no additional cost to Seller. In the event that the Energy System Agreements cannot be assigned to Buyer at no additional cost to Seller, Seller may cancel this Purchase Agreement and the earnest money shall be refunded to Buyer. [Seller shall provide copies of the Energy System Agreements to Buyer upon the execution of this Purchase Agreement by both parties.](#)

**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

Page 4 Date: April 22, 2021

Property located at: 100 River Ridge Court, Burnsville, MN 55337

**8. Closing Costs and Related Items.** Seller shall be responsible for the following closing costs and related items: (1) all recording fees and charges relating to the filing of any instrument required to make title marketable; (2) any fees incurred for updating the title, including the cost of preparing the title commitment and any search and examination fees; (4) any state deed tax, conservation fee or other federal, state or local documentary or revenue stamps or transfer tax with respect to the limited warrant deed to be delivered by Seller; and (5) its own legal and accounting fees associated with this transaction.

Buyer shall be responsible for the following closing costs and related items: (1) the cost of all premiums required for issuance of the title insurance policy and endorsements, if any; (2) any fees for standard searches with respect to Seller and the Property; (3) the fees of any soil tests, surveys, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by Buyer (with the exception of the Phase II environmental assessment as noted in Section 5 above); (4) recording fees and charges related to the filing of the limited warranty deed; and (5) his own legal and accounting fees associated with this transaction. All closing fees charged by the title company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Commercial Purchase Agreement shall be split equally between Buyer and Seller.

**9. Broker Commissions.** Seller is represented by William Harrison Wagenseil of Transwestern Real Estate Services (“Seller’s Broker”) in this transaction. Buyer is represented by Mohamed Abdulle of Northstar Real Estate Associates (“Buyer’s Broker”) in this transaction. Seller shall be responsible for paying Seller’s Broker’s commission (four percent of the purchase price) and Buyer’s Broker’s commission (3 percent of the purchase price) in this transaction. Seller and Buyer represent and warrant to each other that other than Seller’s Broker and Buyer’s Broker, that they have not dealt with any other real estate agents or brokers in connection with the transaction contemplated by this Purchase Agreement. Each party agrees to indemnify, defend, and hold each other harmless from the claims of any other broker or real estate agent.

**10. Section 1031 Exchange.** If either party desires to have this transaction constitute a like-kind exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, each party agrees to cooperate with the other party in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay the closing under this Purchase Agreement, (b) the non-exchanging party does not incur any additional liability as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. Either party may assign their rights under this Purchase Agreement prior to Closing to a “Qualified Intermediary,” as that term is defined in applicable Treasury Regulation.

**11. Assignment.** This Purchase Agreement shall be binding and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding the assignment to a Qualified Intermediary as set forth in Section 8 above,

**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

Page 5 Date: April 22, 2021

Property located at: 100 River Ridge Court, Burnsville, MN 55337

Buyer shall not assign its rights and interest in the Purchase Agreement without the prior written approval of Seller.

**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

Page 6    Date: April 22, 2021

Property located at: 100 River Ridge Court, Burnsville, MN 55337

**SELLER**

**BUYER**

INDEPENDENT SCHOOL DISTRICT  
NO. 191

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Board Chair

Abdullahi Jama

By: \_\_\_\_\_

Its: Board Clerk

Document comparison by Workshare 10.0 on Thursday, April 22, 2021 11:23:55 AM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/715887/1
Description	DOCSOPEN-#715887-v1-Addendum_to_Commercial_Purchase_Agreement
Document 2 ID	PowerDocs://DOCSOPEN/715887/2
Description	DOCSOPEN-#715887-v2-Addendum_to_Commercial_Purchase_Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	14