

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT made and entered into this ____ of _____, 2024, by and between INDEPENDENT SCHOOL DISTRICT #51, hereinafter known as Seller, and ST. JOHN'S CATHOLIC CHURCH, hereinafter known as Buyer.

RECITALS

WHEREAS the Buyer sold the below described real and personal property to the Seller via a Sales Agreement dated October 27th, 1986 ("Original Agreement"); and

WHEREAS in the Original Agreement, Buyer would be entitled to an option to purchase the below described real and personal property pursuant to paragraph six "Seller's Option" which states that the Buyer must give the Seller a minimum of thirty (30) days' notice of their intent to repurchase the property and pay One Dollar for consideration; and

WHEREAS pursuant to the "Seller's Option" of the 1986 agreement, the Buyer is entitled to repurchase the below described real and personal property for One Dollar after giving the Seller notice on August 8th, 2024, satisfying the requirements of the "Seller's Option."

NOW THEREFORE in consideration of the mutual promises set forth herein, the Seller and Buyer agree to the following terms:

1. Property to be Sold. Buyer offers to purchase, and Seller agrees to sell real property (hereinafter referred to as the "Property") legally described as:

That part of Lots 1, 4 and 5, Block 4, HALL'S ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Benton County, Minnesota, City of Foley, being more particularly described as follows:

Commencing at the southeasterly corner of said block; thence North 30° 00'00" West, assumed bearing, along the easterly line of said block, a distance of 183.50 feet; thence South 60° 11' 30" West a distance of 52.20 feet to the Point of Beginning of the parcel of land to be described; thence South 29° 48' 30" East a distance of 34.00 feet; thence South 60° 11' 30" West a distance of 50.00 feet; thence North 29° 48' 30" West a distance of 34.00 feet; thence North 60° 11'30" East a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 1700 square feet of land, more or less, and is subject to existing easements of record. Together with a 10.00-foot-wide perpetual easement for ingress and egress purposes over and across that part of Lots 1 and 2 of said Block 4 of the above said plat. The centerline thereof being more particularly described as follows:

Commencing at the southeasterly corner of said block; thence North 30° 00' 00" west, assumed bearing, along the easterly line of said block, a distance of 183.50 feet to the Point of Beginning of the centerline to be described; thence South 60° 11' 30" West, along said centerline, a distance

of 52.20 feet to the northeasterly corner of the above-described parcel of land and said centerline there terminating and the temporary building located on the real estate above-described.

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record and subject to any state of facts an accurate survey would show.

2. Personal Property and Fixtures Included in the Sale. For the purpose of this Purchase Agreement, "Fixtures" are items that are embedded in the land or attached to the building(s) and cannot be removed without damaging the real property. The method by which the fixture is "attached" could be screws, nails, adhesives, or any other mechanical connection which shows Seller's intent to make the item a relatively permanent part of the real estate. Examples of fixture are doors and cabinets. Title to fixtures passes to Buyer with the deed.

3. Title. Seller has good and marketable title to the real property described above and to the temporary building located thereon. All such assets are free and clear of all restrictions on transfer or assignment and of all encumbrances. Seller is not bound by any contractual obligations not listed in this agreement. Seller has complied with and is not in violation of all applicable federal, state and local statutes, laws and regulations affecting Seller's property.

4. Possession. Subject to the payment required in Paragraph 5 hereunder, Buyer shall take possession of the property on September 20, 2024, and this contract shall be retroactive to that time.

5. Price. Buyer shall pay to the Seller the sum of ONE AND NO/100 DOLLARS (\$1.00) as and for the purchase price of the real estate and temporary building such property being evidenced by a Quit Claim Deed and Bill of Sale.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2024.

INDEPENDENT SCHOOL DISTRICT #51

_____, School District #51 Chair

_____, School District #51 Clerk

ST. JOHN'S CATHOLIC CHURCH

Fr. _____

_____, Trustee

STATE OF MINNESOTA

ss.

COUNTY OF BENTON

On this ____ day of _____, 2024, before me, a Notary Public within and for said County and State, personally appeared _____ and _____, to me personally known, who, being each by me duly sworn they did say that they are respectively the Chair for Independent School District #51 and a Clerk of Independent School District #51 of the municipal corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ and _____ acknowledged that said instrument to be the free act and deed of said corporation.

Notary Republic

STATE OF MINNESOTA

ss.

COUNTY OF BENTON

On this ____ day of _____, 2024, before me, a Notary Public within and for said County and State, personally appeared _____ and _____, to me personally known, who, being each by me duly sworn did say that they are respectively the pastor of St. John’s Catholic Church and Trustee of St. John's Catholic Church; the religious corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said _____ and _____ acknowledged that said instrument to be the free act and deed of said corporation.

Notary Republic

THIS INSTRUMENT DRAFTED BY:
KNUTSON FLYNN & DEANS
1155 CENTRE POINTE DRIVE, SUITE 10
MENDOTA HEIGHTS, MN 55120
(651) 222-2811