



Grand Forks Growth Fund, a JDA
Staff Report
Growth Fund Committee – April 20, 2026
JDA – May 4, 2026

APPROVED

Agenda Item: Business Park Purchase Offer – 2755 South 48th Street

Submitted by: Ryan Brooks, Planning & Community Development Director

Staff Recommended Action:

1. Accept offer as described herein.
 2. Hold a public hearing on this request at the JDA meeting on May 4, 2026.
 3. Authorize execution of purchase agreement and sale documents, subject to City Attorney review and approval.
-

April 20, 2026 – Committee Action:

May 4, 2026 – JDA Action: Motion by Sande, second by Osowski to approve agenda item. Motrin passed unanimously.

BACKGROUND:

Staff has received an offer for the property located at 2755 South 48th Street in the Grand Forks Business Park from Ross & Kjersten Huebner (The Huebners). The Huebners plan to build a warehouse facility with space to house multiple commercial/light industrial tenants. This is consistent with allowable Business Park uses. The offer is \$701,750 (\$5/s.f. for a 140,350 s.f. parcel).

ANALYSIS AND FINDINGS OF FACT:

- In 2016, the Growth Fund determined that cost certainty and shovel-ready industrial land were priorities for developing the Business Park.
- The infrastructure was completed in 2018 and the JDA set the current price for business park lots at \$5 per s.f. in 2024.
- The buyers are not represented by a real estate agent in this transaction. The subject offer proposes a 3% "credit" to the buyer to go toward the buyer's closing costs in lieu of a broker commission.
- The subject lot was previously sold to Northridge Assets, LLC in 2023 at \$3.25/s.f. It was subsequently reconveyed to the JDA in 2024 following a change in the company's development plans, per the terms of the purchase agreement.

SUPPORT MATERIALS:

- Plat Map
- Proposed Purchase Agreement

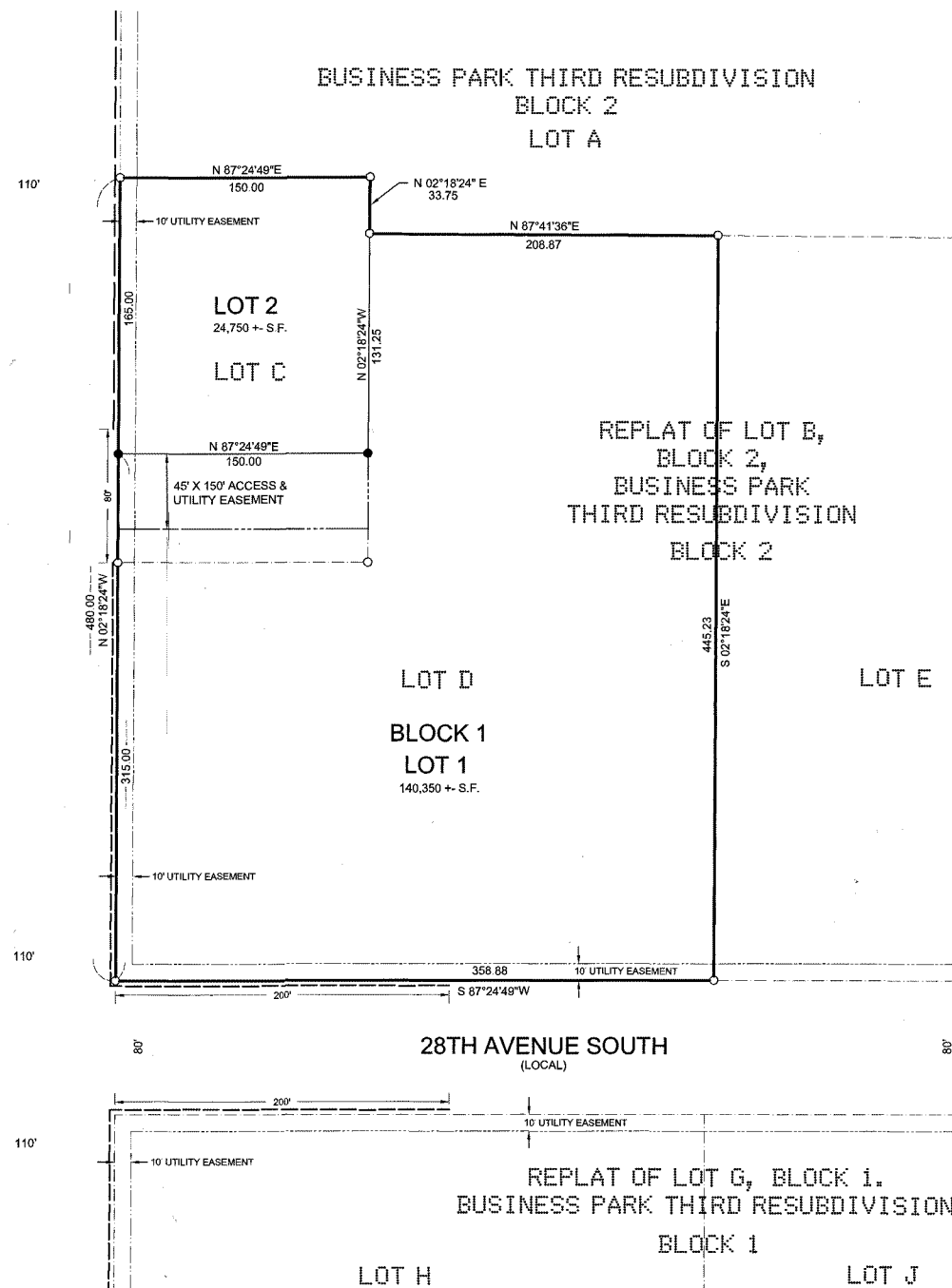
BUSINESS PARK FOURTH RESUBDIVISION

TO THE CITY OF GRAND FORKS, NORTH DAKOTA

(BEING A REPLAT OF LOT C, BLOCK 2, BUSINESS PARK THIRD RESUBDIVISION AND LOT D, BLOCK 2 OF THE REPLAT OF LOT B, BLOCK 2, BUSINESS PARK THIRD RESUBDIVISION).

831324

UNPLATTED SW 1/4, SEC. 18, T15N, R50W
WEST LINE OF THE SE 1/4, SEC. 18, T15N, R50W
SOUTH 48TH STREET
(LEVEL 4 ACCESS CONTROL)



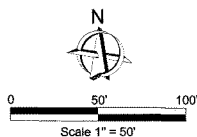
EASEMENT NOTE:

45' X 150' EASEMENT TO PROVIDE LOT 2, BLOCK 1, BUSINESS PARK FOURTH RESUBDIVISION WITH UTILITIES AND ACCESS TO SOUTH 48TH STREET OVER, UNDER AND THROUGH LOT 1, BLOCK 1, BUSINESS PARK FOURTH RESUBDIVISION.

NOTES:

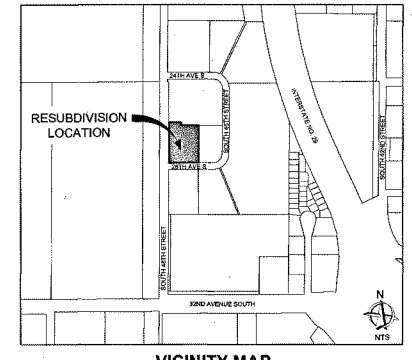
ALL BEARINGS ARE GRID BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM - NDRTH ZDNE OF 1983 (NAD83) (2011) VERTICAL DATUM IS (NAVD88). AS SHOWN ON BUSINESS PARK FIRST ADDITION. DOC. NO. 735243, RECORDED 08/09/2013.

NO LANDS ON THIS REPLAT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD MAP NUMBER 38035C0781E, EFFECTIVE DATE DECEMBER 17, 2010. ELEV. 834.00 (NAVD 88).



LEGEND

- REPLAT BOUNDARY LINE
- PROPERTY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- EASEMENT BY PLAT LINE
- SECTION LINE
- ACCESS CONTROL
- MONUMENT FOUND
- MONUMENT SET



AUDITOR'S OFFICE
COUNTY OF GRAND FORKS, NORTH DAKOTA
JAN 15 2023
Auditor Deputy
Heather M. C...
My Commission Expires AUGUST 20, 2025

831324 1 of 1
GRAND FORKS COUNTY Recorded: 1/13/2023 at 10:12 AM
Return To: OFFICE RECORDS (GRAND FORKS CITY)
151 S. 4TH ST
GRAND FORKS, ND 58201
831324 \$20.00
RECORDER'S OFFICE, GRAND FORKS CO., ND 1/13/2023 at 10:12 AM
I certify that this instrument was filed for record this date.
GARLYNN HELMOSKI, County Recorder
BY: [Signature]



OWNERS CONSENT AND DEDICATION:

We the undersigned, being all the owners and lien holders of the land platted herein as "Business Park Fourth Resubdivision", to the City of Grand Forks, do hereby voluntarily consent to the execution of said plat and do dedicate the streets, alleys, park, open spaces, fire lane easements, bikeways and pedestrian walk-ways, drainage ditches and public grounds, as shown thereon, including all sewers, culverts, bridges, water distribution lines, and public grounds, whether such improvements are shown or not to the public use forever. We agree not to vacate any portion of this plat without the consent of the Planning and Zoning Commission and the City of Grand Forks. We also hereby dedicate easements to run with the land for water, sewer, gas, electric, telephone, sidewalk, drainage or other public utility lines or services under, on or over these certain strips of land designated herein as "Drainage & Utility Easements", "Sidewalk and Utility Easements" and "Access & Utility Easements". We consent to any access control to the property designated on said plat and further agree to prohibit any and all ingress or egress across those lot lines designated hereon as having "Access Control". Containing 3.79 acres more or less.

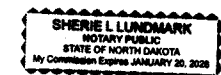
Grand Forks Growth Fund, a Job Development Authority

Bret Weber, Chairperson
Ken Vien, Vice Chairperson

STATE OF NORTH DAKOTA
COUNTY OF GRAND FDRKS)

Be it known on this 9 day of January, 2023, before me personally appeared Bret Weber known to me to be Chairperson and Ken Vien known to me to be Vice Chairperson that is described in and who executed the foregoing instrument to me known and acknowledged that they executed the same as their free act and deed.

Sherie L. Lundmark
Notary Public, Grand Forks County, North Dakota



CITY ENGINEER APPROVAL:

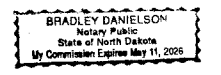
On this 11 day of Jan., 2023, I, Allen R. Grasser, City Engineer for Grand Forks, North Dakota, hereby certify that I have reviewed the attached subdivision and find that it meets applicable design criteria as specified by City Ordinance and the North Dakota Century Code.

Allen R. Grasser, City Engineer

STATE OF NORTH DAKOTA
COUNTY OF GRAND FDRKS)

Be it known on this 11th day of January, 2023, before me personally appeared Allen R. Grasser, City Engineer of the City of Grand Forks, North Dakota, and acknowledged the execution and signing of the above certificate.

Bradley Danielson
Notary Public, Grand Forks County, North Dakota



PLANNING AND ZONING COMMISSION APPROVAL:

The subdivision of land shown herein has been approved by the Planning and Zoning Commission of the City of Grand Forks on 7th day of December, 2022, in accordance with the laws of the State of North Dakota, ordinances of the City of Grand Forks, and regulations of said Planning and Zoning Commission. In witness thereof are set the hands and seals of the President and the Secretary of the Planning and Zoning Commission of the City of Grand Forks.

President: Steve Wasvick
Secretary: Meggen Sande

STATE OF NORTH DAKOTA
COUNTY OF GRAND FDRKS)

Be it known on this 3rd day of January, 2023, before me personally appeared Steve Wasvick, President and Meggen Sande, Secretary of the Grand Forks Planning and Zoning Commission and acknowledged consent and dedication to have been executed at the direction and on behalf of the Grand Forks Planning and Zoning Commission.

Haylie N. Grasser
Notary Public, County of Grand Forks, State of North Dakota



CITY COUNCIL APPROVAL:

The City of Grand Forks, North Dakota has approved the subdivision of land shown herein on this 19th day of December, 2022.

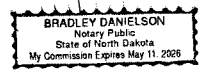
Maureen Storstad
Maureen Storstad, City Auditor



STATE OF NORTH DAKOTA
COUNTY OF GRAND FDRKS)

Be it known on this 21st day of December, 2022, before me personally appeared Maureen Storstad, City Auditor of the City of Grand Forks, and acknowledged the execution and signing of the above certificate.

Bradley Danielson
Notary Public, County of Grand Forks County, State of North Dakota



SURVEYOR'S CERTIFICATE:

I hereby certify that this map is a true and complete survey made by me or under my direct supervision on December 21st, 2022, and that all dimensions, angles and bearings are correct as shown, and that all monuments will be set as shown.

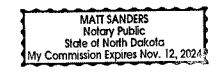
Patrick M. Krug
Patrick M. Krug, North Dakota Registered Land Surveyor No. 3289



STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS)

On this 21st day of December, 2022, before me a Notary Public, personally appeared Patrick M. Krug, and acknowledged the execution and signing of the above certificate of Registered Surveyor to be his voluntary act and deed.

Matt Sanders
Notary Public, County of Grand Forks, State of North Dakota



44 1344-9-1
44 244-10

COMMERCIAL PURCHASE AGREEMENT

Date 03/24/2026

1. BUYER(S) Ross & Kjersten Huebner or its assigned.

2. For purposes of this Agreement, "Calendar Days" shall end at 11:59 p.m., and include Saturdays, Sundays, and state and federal holidays.

3. Buyer(s) earnest money in the amount of \$25,000.00 (United States Currency) shall be delivered by Check or EFT/ACH to the City of Grand Forks no later than two (2) calendar days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within one (1) Business Days or receipt of the earnest money and Final Acceptance Date of this Purchase Agreement, whichever is later. If the Buyer(s) fail to provide earnest money within the two (2) calendar days after Final Acceptance Date of this Purchase Agreement, Seller(s) shall have the right to terminate the Purchase Agreement by written notice. If written notice is given by Seller(s), both parties agree to immediately sign a Cancellation of Purchase Agreement.

4. Said earnest money is partial payment for the purchase of the property located at:
2755 S 48th St. Grand Forks, ND 58201

Legally described as 2755 S 48th St Lot 1 BLK 1

Parcel # 44-1250-00001-000

5. Seller(s) have this day agreed to sell the above listed real estate property, to Buyer(s) for the purchase price of \$701,750.00 Dollars. United States Currency which Buyer(s) agrees to pay in the following manner:

CASH If cash, Buyer(s) to provide validated proof of funds is attached.

- ✓ CONTINGENT UPON FINANCING Buyer shall secure a mortgage with terms and conditions acceptable to Buyer. Buyer shall immediately apply for said mortgage. Buyer's performance hereunder is expressly conditioned upon Buyer securing a written commitment for said mortgage within 14 calendar days of acceptance of this offer, and if not so obtained, this Agreement shall be voidable at the option of either party, and is so voided, all earnest money paid shall be immediately refunded to Buyer.

Please note: a preliminary loan commitment letter does not indicate final loan approval.

6. CLOSING COSTS: Seller(s) and Buyer(s) may be required to pay certain closing costs, which may effectively reduce the proceeds from the sale or increase the cash outlay at closing.

7. SETTLEMENT AGENCY FEE: Settlement Agency Fee is to be divided equally by Buyer(s) and Seller(s) (if using the same Settlement Agency) unless not allowed by Lender.

8. CLOSING/POSSESSION: Closing/possession is to be on or before 05/01/2026

9. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of the sale of the Property here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

10. LEASES AND SECURITY DEPOSITS: Any leases and security deposits, plus interest if any, shall be transferred to Buyer(s) at the time of closing.

11. TENANTS/LEASES: Property IS NOT subject to rights of tenants. Seller SHALL NOT (Strike one) execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be provided to Seller within 0 calendar days of Seller's written request. Said consent shall not be unreasonably withheld.

12. FINAL WALK THROUGH: The Buyer(s) has a right to a final walk through, prior to closing, and to establish that the property is in substantially the same condition as of the date of the purchase agreement.

13. INSPECTION CONTINGENCY: This Purchase Agreement is not contingent upon any inspections and/or tests of the property obtained by Buyer(s) to determine its condition, including any non-testing or any intrusive testing as allowed within this Purchase Agreement. Inspections shall be made within N/A calendar days of acceptance of this Agreement or said inspection contingency shall be deemed waived by Buyer. If the inspection is unsatisfactory to Buyer, Buyer shall notify Seller in writing within calendar days from the date of inspection and upon notification, this Agreement shall be voidable at the option of either party. If voided, both parties shall immediately sign a "Cancellation of Purchase Agreement" and all earnest money paid shall be refunded to Buyer.

14. DOCUMENTS CONTINGENCY: Within 10 calendar days after the date of acceptance by Seller of this Agreement, Seller shall provide Buyer with the following items: _____

15. OTHER CONTINGENCY: Seller agrees to provide Buyer a credit equal to three percent (3%) of the purchase price at closing, in lieu of broker commission, as Buyer is not represented by a real estate agent. Said credit shall be applied toward Buyer's allowable closing costs and prepaid items, subject to lender approval.

16. Seller hereby agrees that the Buyer shall have the right to terminate this Agreement and to have the earnest money returned to Buyer, if any one or more of the above contingency materials are not satisfactory to the Buyer in their discretion.

17. Buyer's right to terminate this Agreement shall expire 30 calendar days after all of the foregoing items have been delivered to Buyer. If Buyer exercises the option to terminate this Agreement, Buyer shall do so by serving written notice to Seller, on or before the expiration of said 30-day period upon which the earnest money shall be returned to Buyer. If the 30-day period should expire without notice of Buyer's intention to terminate this Agreement, then this contingency shall be deemed removed and Purchase Agreement shall move forward and be in full force and effect.

18. THIS SALE INCLUDES: _____

19. THIS SALE EXCLUDES: _____

20. EXAMINATION OF TITLE: Seller shall, at its expense, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy of title insurance, including levied and pending special assessments. Buyer shall be allowed 10 calendar days ("Objection Period") after receipt of the commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately above and any matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified here to be delivered pursuant to this Agreement.

21. TITLE INSURANCE: If Title Insurance is provided, the Owner's Title Insurance policy and Mortgager's Title Insurance policy, if applicable, this expense is to be split equally between the Buyer(s) and Seller(s).

22. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) calendar days ("Cure Period") from receipt of Buyer's Written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections, Seller shall, within ten (10) calendar days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay the closing, providing the same are actually paid at closing. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period, Buyer may, as its sole remedy, within ten (10) calendar days of the sending of such notice by Seller, declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure without reduction in the Purchase Price. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase Agreement canceled as provided above, Seller shall use reasonable efforts to cure the specified objections or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the closing shall be postponed. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation establishing that such objections have been cured, the closing shall take place within ten (10) calendar days or on the scheduled closing date, whichever is later. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, given within five (5) calendar days after the end of the Cure Period, in which case 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. Neither party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to proceed to closing as provided in the immediately preceding sentence.

23. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.

24. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or contract for deed and be enforceable after the closing.

26. REPRESENTATIONS AND WARRANTIES OF BUYER: If Buyer is an organized entity, Buyer represents and warrants to Seller that Buyer is duly organized and is in good standing under the laws of the State of North Dakota; that Buyer is duly qualified to transact business in the State of North Dakota; that Buyer has the requisite organizational power and authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; that such documents have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered, that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer is a party; and that such documents are valid and binding obligations of Buyer and are enforceable in accordance with their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller 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.

27. REPRESENTATIONS AND WARRANTIES OF SELLER: The following representations made are to the best of Seller's knowledge. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller will promptly notify Buyer of such proceeding.

The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations; and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and operation of the Property.

Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within 3 years immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants, Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options to purchase, rights of first refusal, or other similar rights affecting the Property.

Seller warrants that all buildings are or will be constructed entirely within the boundary lines of the property. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date of closing.

If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good standing under the laws of the State of North Dakota; that Seller is duly qualified to transact business in the State of North Dakota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and the Seller's closing documents signed by it; that

such documents have been duly authorized by all necessary action on the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.

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.

Seller warrants that there is a legal right of access to the property from a public right of way, and that such warranty shall survive the delivery of the deed or contract for deed.

If conveyance of the property is contingent upon compliance with any law, ordinance, code, regulation, breach of restrictive covenants, environmental hazards, or otherwise, not including customary closing costs and matters addressed herein, Seller(s) or Buyer(s) may cancel this purchase agreement and the earnest money will be returned to the Buyer(s). The Buyer(s) may waive this provision and agree to be responsible for obtaining compliance at Buyer(s) expense.

28. METHAMPHETAMINE PRODUCTION DISCLOSURE:

- Seller is not aware of any methamphetamine production that has occurred on the Property.
- Seller is aware that methamphetamine production has occurred on the Property.

29. STORAGE TANK: Seller IS NOT aware of any storage tank(s) currently or previously located on the Property.

30. CONDEMNATION: If, prior to the closing date, condemnation proceedings are commenced against all or any part of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30) calendar days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.

31. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made by such party.

32. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date of closing, for any reason, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before closing, this Purchase Agreement shall be canceled, at Buyer's option. If Buyer gives written notice to Seller, or licensee representing or assisting Seller, of such cancellation within 30 calendar days after Seller notifies Buyer of such damage. Upon said cancellation, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

33. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP") to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase Agreement.

34. **REAL ESTATE TAXES:** Seller shall pay, on or before the date of closing, all annual real estate taxes due and payable for all prior years including any penalties and interest. The annual real estate taxes to be paid, for the year of the closing, shall be pro-rated between Buyer and Seller to include the date of closing based on the most current years information from the County Auditor and/or Assessor. All Future real estate taxes, following the closing, shall be paid by the Buyer(s).

35. **ANNUAL CERTIFIED SPECIAL ASSESSMENTS:** Seller shall pay, on or before the date of closing, all annual installments of certified special assessments due and payable for prior years and any penalties and interest.

36. **UNCERTIFIED SPECIAL ASSESSMENTS INSTALLMENT:** (for the year of closing): Seller shall credit the Buyer at closing, the pro-rated amount of the estimated uncertified special assessment installment for the year of closing, including the date of the closing, based on the most current years information available at the time of closing from the County Auditor and/or Assessor.

37. UNCERTIFIED SPECIAL ASSESSMENTS BALANCE: (remaining unpaid balance + interest) Buyer shall assume all uncertified special assessments following closing and thereafter, the payment of which is not otherwise here provided.

38. WORK IN PROGRESS, PENDING/PROPOSED/DEFERRED SPECIAL ASSESSMENTS, CREDITS OR OTHER MATTERS RELATED TO TAXES OR ASSESSMENTS AGAINST THE PROPERTY:

Seller(s) HAVE HAVE NOT received any notice to be levied against the Property related to work in progress, pending special assessments, water and/or sewer tapping fees, proposed special assessment projects and/or deferred special assessments by any governmental assessing authority. Any notices received by the Seller(s) prior to closing, will be forwarded to the Buyer(s) immediately. Neither the Seller(s) nor the agent(s) make any representation or warranties whatsoever concerning the amount of real estate taxes or special assessments, which will be assessed against the property after the date of purchase. Buyer(s) should make an independent inquiry regarding taxes and special assessments. Buyer should be aware that there may be a tax exemption on this property which may affect the tax proration. No representations have been made concerning the amount of subsequent real estate taxes or special assessments.

39. UTILITIES: Seller is responsible for payment of all utilities incurred prior to date of closing. Buyer is responsible for payment of all utilities incurred on and after the date of closing. Seller(s) warrants that the Property is connected to:

CITY SEWER YES RURAL WATER NO CITY WATER YES

40. OTHER CONDITIONS:

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyers responsibility for withholding the applicable tax, Buyer and Seller should seek legal and tax advice regarding FIRPTA compliance, as the respective licensee's representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.

Seller represents and warrants, under penalty of perjury, that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (see lines 268-281).) This representation and warranty shall survive the closing of the transaction and delivery of the deed.

41. SUBDIVISION OF LAND: Subdivision DOES apply. If this sale constitutes or requires a subdivision of land, Seller(s) Buyer(s) shall pay all subdivision expenses and obtain all governmental approvals, and warrant that the legal description of the real property to be conveyed has been approved for recording, as of the date of the closing. If Seller(s) Buyer(s) is unable to gain approval for the subdivision, Seller(s) or Buyer(s) have option to cancel this Purchase Agreement prior to closing with both parties agreeing to immediately sign a Cancellation of Purchase Agreement with refund of earnest money to the Buyer(s).

42. DEFAULT: If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to complete the Purchase within ten (10) calendar days after title is proven marketable or insurable, or by the closing date, whichever is later, then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement. If the closing of this property has not occurred by the designated closing date, then a breach of contract has occurred. The Buyer(s) and Seller(s) shall have the following options to reconcile the breach: (1) Sign an amendment with a new agreed upon closing date, (2) Sign a Cancellation of the Purchase Agreement, (3) Pursue other available remedies. A claim of either party for specific performance, or the Seller(s)'s claim to the earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing or Cancellation of Purchase Agreement is delivered. If the Seller(s) does not deliver copies of documents evidencing the Seller's commencement of legal proceedings to claim the earnest money to the Broker who has possession of the earnest money within said three (3) month time period, then that Broker shall be authorized to return the earnest money to the Buyer, free of any claim by Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance.

43. OFFER CONFIDENTIALITY: Buyer is aware that Purchase Agreements generally are not confidential and in some cases the Seller, in dealing with multiple offers, could make other Buyers aware of the existence and contents of this Purchase Agreement. Buyer is aware that Buyer could make this offer contingent upon confidentiality prior to commencing negotiations with the Seller.

44. DISCLAIMER: The Buyer(s) and Seller(s) in this transaction acknowledge the Broker(s) and agent(s) is/are being retained solely as a real estate agent and not as an attorney, Lender, appraiser, septic, or well inspector, surveyor, structural engineer, home inspector, title insurance company, or any professional service provider. Buyer(s) and Seller(s) are advised to seek professional advice concerning any of these additional matters.

45. CONTINUE TO SHOW: Seller(s) have the right to continue to offer the property for sale for back-up offers only.

46. ENTIRE AGREEMENT: This Purchase Agreement and any above listed addenda, exhibits, or amendments, signed by Seller(s) and Buyer(s) constitute the entire agreement between Buyer(s) and Seller(s) and supersedes any other previously written or oral agreement between Buyer(s) and Seller(s). This Purchase Agreement can be modified only in writing, signed by Buyer(s) and Seller(s).

The parties agree that the electronic signatures of either party on any document relating to this transaction constitute a valid and binding agreement.

47. ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and acceptance must be communicated to both parties.

48. TIME IS OF THE ESSENCE IN THIS PURCHASE AGREEMENT.

I/WE THE BUYER(S) OFFER TO PURCHASE THE ABOVE-DESCRIBED PROPERTY PURSUANT TO THE TERMS AND CONDITIONS HEREIN.

I/WE THE SELLER(S) OFFER TO SELL THE ABOVE-DESCRIBED PROPERTY PURSUANT TO THE TERMS AND CONDITIONS HEREIN.

I/WE HAVE REVIEWED ALL PAGES OF THIS PURCHASE AGREEMENT.

I/WE HAVE REVIEWED ALL PAGES OF THIS PURCHASE AGREEMENT.

Ross Huebner
Buyer's Printed Name

Seller's Printed Name

[Signature] 03/24/20
Buyer's Signature Date

Seller's Signature Date

Kjersten Huebner
Buyer's Printed Name

Seller's Printed Name

[Signature] 03/24/20
Buyer's Signature Date

Seller's Signature Date

THIS IS A LEGAL AND BINDING CONTRACT BETWEEN BUYER (S) AND SELLER(S) BUYER(S) AND SELLER(S) HAVE A RIGHT TO SEEK LEGAL AND TAX ADVICE.