

EXHIBIT A

PURCHASE AGREEMENT

1. **PARTIES:** This Purchase Agreement is made on May _____, 2015, by and between the City of Duluth, Minnesota, a Minnesota municipal corporation (Buyer), and Westminster Presbyterian Church of West Duluth, Minnesota, a religious corporation, Seller.
2. **SALE OF PROPERTY.** Buyer offers to purchase and Seller agrees to sell real property in St. Louis County, Minnesota, legally described as follows:

Lots 1 through 4, Block 8, including part of vacated alley adjacent to Lot 4 and part of vacated 4th Street adjacent to Lot 1, GRAND CENTRAL DIVISION OF DULUTH, according to the recorded plat thereof;

("Land"), together with (i) all buildings and improvements constructed or located on the Land ("Buildings"), and (ii) all fixtures owned by Seller and located on Real Property ("Fixtures"), and (iii) all easements and rights benefitting or appurtenant to the Real Property, and (iv) all easements and rights running against the Land (collectively the Property").
3. **PRICE AND TERMS.** The price for the real and personal property included in this sale is Thirty Thousand and No/100ths Dollars (\$30,000.00), which Buyer will pay at Closing.
4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title of record subject only to the following exceptions:

Covenants, conditions, restrictions, declarations and easements of record; the reservation of minerals and mineral rights by the State of Minnesota; unpaid real estate taxes and assessments; restrictions related to the use or improvement of the Property without effective forfeiture provision; and any law, ordinance, or governing regulations including but not limited to building and zoning ordinances restricting, regulating or prohibiting the occupancy, use, enjoyment, improvement or subdivision or the Property.
5. **CLOSING:** The closing on the purchase and sale contemplated by this Agreement ("Closing") shall occur no later than June 30, 2015. The hour and place of Closing shall be mutually agreed. Possession shall be delivered to Buyer at Closing.
6. **TITLE AND EXAMINATION.** Buyer will obtain an Owner's commitment for a policy of title insurance on a current ALTA form issued by an insurer licensed to

write title insurance in Minnesota as selected by Buyer. Buyer shall be responsible for all additional costs related to the issuance of the title insurance policy. If title to the Property shall have been found not to be acceptable, Buyer, at its option, may terminate this Agreement or may waive any title objections and proceed to Closing.

7. DEED TAX. Buyer shall pay any applicable deed tax and recording fees.
8. TAXES. Seller shall pay all real property taxes due and payable in year 2015, and in year 2016, if any.
9. ASSESSMENTS. Buyer shall pay on the date of Closing all installments of special assessments levied/pending as of the Closing date.
10. UTILITIES. All utilities shall be shut off and all accounts closed and paid in full by Seller on the Closing date.
11. ATTORNEY FEES. Each of the parties will pay its own attorney fees, if any.
12. STATE AUDITS. Pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5, the books, records, documents, and accounting procedures and practices of the Buyer relevant to this Agreement shall be subject to examination by Seller and/or Legislative Auditor as appropriate, for a minimum of six (6) years.
13. WELL DISCLOSURE. Seller certifies that Seller does not know of any wells on the Property.
14. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller makes the following representations and warranties to Buyer:

To the knowledge of Seller, there are no encroachments or boundary line questions affecting the Property.

To the knowledge of Seller, there are no contracts, leases, licenses, or permits related to the Property, other than those copies which have been made available to Buyer.

To the knowledge of Seller, there are no subsurface sewage treatment systems on or serving the Property.

No agent has represented Seller in the sale of the Property and there are no agency fees due to any licensed real estate agent or broker upon Closing.

To the knowledge of Seller, there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind involving any portion of the Property.

To the knowledge of Seller, no hazardous substances or petroleum products have been placed, stored, or released from or on the Property by any person in violation of any law, and no underground storage tanks have been located on the Property at any time.

To the knowledge of Seller, methamphetamine production has not occurred on the Property.

That prior to Closing, payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the Closing in connection with construction, alteration or repair of any structure on or improvement to the Property.

15. INSPECTION. Buyer shall have the right to have inspections of the Property conducted prior to Closing.
16. SALVAGE RIGHTS. Seller shall retain salvage rights until the date of Closing. All personal property shall be removed by Seller prior to the Closing date. Seller understands that all buildings and anything remaining upon the Property after Closing will be demolished and removed.
17. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Agreement.
18. ASSIGNMENT. Neither party may assign its rights under this Agreement before the Closing.
19. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.
20. DATA PRACTICES. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Data Practices Act.
21. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement and are not to be considered in interpreting this Agreement.
22. ENTIRE AGREEMENT. It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing

and shall be executed by the same parties who executed the original agreement or their successors in office.

I agree to sell the property for the price and terms and conditions set forth above.

**SELLER:
WESTMINSTER PRESBYTERIAN
CHURCH OF WEST DULUTH,
MINNESOTA**

By: Jason E. Abramson
Its: Clerk of Session

By: _____

Its: _____

I agree to purchase the property for the price and terms and conditions set forth above.

**BUYER;
CITY OF DULUTH**

By: [Signature]
Its Mayor

Attest: [Signature]
Its City Clerk

Date Attested: 6/2, 2015

Countersigned:

By: [Signature]
Its Auditor

Approved as to form:
By: [Signature]
Its City Attorney

This Purchase Agreement was prepared by:

Joan M. Christensen
Assistant City Attorney
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411 W. 1st Street
Duluth, MN 55802