

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into this 1st day of November, 2007 by and between **BRUGGEMAN PROPERTIES, LLC**, a Minnesota limited liability company, (the "Seller") and the **BIG LAKE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, having offices at 160 Lake Street North, Big Lake, Minnesota 55309 (the "Buyer").

RECITALS

WHEREAS, Seller is the fee owner of the approximately 160 acres of real property ("Seller's Property") located west of 172nd Street south of 205th Avenue N.W. and north of Highway 10, Sherburne County, Minnesota as legally described in Exhibit A attached hereto; and

WHEREAS, Buyer wishes to purchase approximately 38.4 acres of Seller's Property (the "Buyer's Property") as described in Exhibit B and shown on Exhibit C and Seller wishes to convey the Buyer's Property to the Buyer; and

WHEREAS, Seller acknowledges that Buyer is purchasing the Buyer's Property with the intent of developing the Buyer's Property for the expansion of Big Lake Industrial Park East ("Industrial Park") ("Buyer's Use");

WHEREAS, Seller has already applied for a Conditional Use Permit, Planned Unit Development and Preliminary Plat of Prairie Meadows and the City of Big Lake ("City") approved the same pursuant to Resolution No. 2003-39 on June 11, 2003; and

WHEREAS, the Buyer's Use requires that the City amend the Comprehensive Land Use Plan Map of the City to designate the Buyer's Property as Industrial and that the City amend the City's Official Zoning Map to designate the Buyer's Property as I-1, Industrial Park District, amend the Master Planned Unit Development, Preliminary Plat and the Prairie Meadows Alternative Urban Areawide Review ("AUAR") and Final Plat of the Buyer's Property into lots for development.

WHEREAS, the Buyer and Seller each agree to take in good faith all reasonable actions required to allow the Buyer's Property to be rezoned, have the City amend its Comprehensive Plan, amend the Planned Unit Development Preliminary Plat, amend the AUAR and plat the Buyer's Property into lots for development.

NOW, THEREFORE, in consideration of the mutual promises and agreements provided herein and other good and valuable consideration, Seller agrees to sell and Buyer agrees to purchase the Buyer's Property, together with and including all hereditaments, appurtenances, easements and right of ways thereunto belonging or in any way appertaining and also the right, title and interest, if any, of Seller in and to the bounding and abutting streets, alleys and highways, in accordance with the following terms and conditions:

AGREEMENT

I. PURCHASE PRICE

The purchase price for the Buyer's Property shall be approximately One Million Seven Hundred Twenty-eight Thousand and No/100 Dollars (\$1,728,000.00), determined as follows. The purchase price of the Buyer's Property shall be Forty-five Thousand and No/100 Dollars (\$45,000.00) per gross acre, which shall be determined by the survey completed by Buyer pursuant to this Agreement ("Purchase Price"). If the total gross acreage of the Buyer's Property is greater or lesser than 38.4 acres, the Purchase Price shall be adjusted accordingly. The Purchase Price shall be paid by Buyer to Seller as follows:

- A. Forty-Five Thousand Dollars (\$45,000.00) in earnest money shall be deposited with the Title Company upon execution of this Agreement ("Earnest Money") pursuant to the Escrow Agreement attached hereto as Exhibit E ("Escrow Agreement"). If this Agreement expires or is terminated for any reason other than default of the Buyer, the Earnest Money shall be returned to the Buyer. If this Agreement expires or is terminated due to default of the Buyer, the Earnest Money shall be paid to the Seller as liquidated damages. If this Agreement closes pursuant to its terms thereof, the Earnest Money shall be applied to the Purchase Price.
- B. The balance of the Purchase Price shall be due and payable on the Closing Date as defined herein in Section V. A.

II. BUYER'S AND SELLER'S CONTINGENCIES AND RESPONSIBILITIES

Seller and Buyer agree that the transaction contemplated herein is contingent upon the performance or resolution of the "Seller's Responsibility", "Buyer's Responsibility", "Buyer Contingencies" and "Seller Contingencies" contained in this Section II. In the event any of the Buyer Contingencies or Seller Contingencies have not been satisfied or waived, in the sole and absolute judgment of Buyer or Seller as applicable, by the dates specified below, or, if no date is specified then on or before the Closing Date, the Buyer and/or Seller, may terminate this Agreement by giving written notice to the other party. The Buyer Contingencies are for the sole benefit of the Buyer and the Buyer shall have the right to waive any or all of the Buyer Contingencies by written notice to the Seller. The Seller Contingencies are for the sole benefit of the Seller and the Seller shall have the right to waive any or all of the Seller Contingencies by written notice to the Buyer. Termination of this Agreement by Buyer or Seller as a result of any of the Buyer Contingencies or Seller Contingencies not being satisfied shall result in both parties hereto being relieved of any further rights, responsibilities or obligations hereunder other than the return of the Earnest Money to Buyer.

- A. **Seller Responsibilities.** Seller agrees, in order that Buyer may properly investigate and determine the status of the Buyer's Property for Buyer's Use, to provide and/or permit the following:

1. From and after the date of the execution of this Agreement by both parties, Seller agrees to allow Buyer and/or its agents, representatives and employees, reasonable access to the Buyer's Property to perform inspections, investigations, measurements, environmental audits and soil tests as Buyer deems desirable, Buyer having the right to a complete review and investigation of environmental factors affecting the Buyer's Property. Buyer agrees to notify Seller of the specific schedule of testing and inspection. Buyer agrees to indemnify, defend and hold Seller and Buyer's Property harmless from any cost, charge, lien and/or claim associated with, occasioned by, or arising out of Buyer's entry on the Buyer's Property with the exception of those liabilities, costs, expenses or claims which may arise out of Buyer's discovery of contamination of the Buyer's Property.
2. Within fifteen (15) days of the execution of this Agreement, Seller agrees to provide Buyer with all of the following documentation:
 - a. All Phase I Environmental Reports, or other environmental reports in Seller's possession that relate to the Buyer's Property.
 - b. True and correct copies of all existing environmental assessment reports, soil reports and results of all soil tests and environmental audits in Seller's possession;
 - c. Permits, licenses, complete copies of all contracts affecting the Buyer's Property ("Other Agreements"), and all correspondence or notices from the city, state or other governmental authorities pertaining to possible uncured violations of any law, ordinance or regulation.
 - d. Copies of all declarations, covenants and conditions now of record or contemplated by Seller that affect the Buyer's Property.
3. Provided the City agrees to waive all fees relating to the following, the Seller shall without charge to Buyer prepare and provide preliminary plans to the City for a revised Planned Unit Development ("PUD") and Preliminary Plat and any other governmental approvals necessary in Buyer's reasonable judgment in order to make use of the Buyer's Property for Buyer's Use. Buyer shall be responsible for any such fees the City does not waive. Seller shall execute such site plan approval applications and other documents as may be required by governmental bodies to accomplish the foregoing, so long as any change in zoning or other regulatory condition of the Buyer's Property applied for in such applications is contingent upon actual Closing of the transaction contemplated hereby.

5. Agree to pay the City the cost of the sanitary sewer extension which benefits Seller's Property pursuant to an "Assessment Agreement" in a form and amount acceptable to the Seller and the City. The cost of all oversizing of the sanitary sewer pipe shall be borne by the Buyer and/or the City.

B. **Buyer's Responsibilities.** Buyer agrees that the following shall be the Buyer's responsibilities relating to the purchase of the Buyer's Property and the development thereof:

1. Provide all on-site improvements to Buyer's Property that may be required by Buyer for Buyer's Use and pay any and all fees that may be required by the City.
2. Provide all off-site improvements, i.e. sanitary sewer, and water necessary to serve the Buyer's Property and pay any fees for the Buyer's Property improvements required by the City. Notwithstanding the foregoing, the Seller agrees that the off-site sanitary sewer improvements under the alignment of Minnesota Avenue and any other sanitary sewer services will be completed under a "Public Improvement and Assessment Agreement" with the City that would distribute the cost of the trunk sanitary sewer improvements needed to serve the Buyer's property through Seller's Property to the benefited properties, including the Seller's Property that is not subject to this Agreement. Seller's responsibility for costs under the Public Improvement and Assessment Agreement with the City will be limited to the Seller's Property, and will not include the costs attributable to the Buyer's Property. At any time before Seller and Buyer execute and deliver such Public Improvement and Assessment Agreement, Seller may elect to extend sanitary sewer through Seller's Property, in which case Seller shall have no obligation to pay for sanitary sewer improvements under any assessment agreement, and Seller shall not be responsible for any costs of sanitary sewer improvements serving Buyer's Property.
3. Request that the City update the existing AUAR. The update of the existing AUAR shall be at no cost to the Seller.
4. If any additional mitigation is required under the AUAR update for the Buyer's Property, the Buyer shall pay the cost thereof. Seller shall pay all mitigation responsibility for all improvements currently required under the existing "Development Agreements" with the City, to the extent they relate to the Buyer's Property.
5. Prepare and submit all final platting and final improvement plans for the Buyer's Property.

6. Provide design standards for all buildings to be constructed in the Industrial Park.
7. Sign any and all documents necessary for the preliminary plat of the Buyer's Property and any other applications required by the City to change the zoning, amend the comprehensive plan, and obtain a new AUAR.
8. Buyer shall, at its cost and expense, cause an ALTA Certificate of Survey of the Buyer's Property ("Survey") certified to the Buyer to be prepared within sixty (60) days of the Execution Date by a Registered Land Surveyor properly licensed to practice in the State of Minnesota.

C. **Buyer's Contingencies.** Buyer shall determine, on or before December 11, 2007 (the "Due Diligence Period"), based on its inspection of the Buyer's Property, including the actual development and improvements or proposed improvements by Buyer, and its review of the above described documentation provided by Seller in accordance with this Agreement, that the following Buyer Contingencies have been satisfied and, in Buyer's sole determination, the Buyer's Property is satisfactory for Buyer's Use. In the event any or all of the foregoing or following Buyer Contingencies have not been satisfied by the end of the Due Diligence Period, or Buyer and Seller have not agreed in writing to extend the Due Diligence Period and the Closing, Buyer shall either (1) notify Seller of its determination that the Buyer Contingencies have not been satisfied and this Agreement shall be terminated and the Earnest Money shall be returned to Buyer or (2) close on the sale of the Buyer's Property on the Closing Date. If Buyer chooses to terminate this Agreement, Buyer shall notify Seller and the Title Company in writing of same prior to expiration of the Due Diligence Period. Buyer shall promptly deliver to Seller copies of all third-party reports and findings prepared for Buyer with respect to the Buyer's Property, including but not limited to surveys, environmental reports, wetland delineations, and geotechnical reports.

1. **Zoning, Land Use and Building Classifications, Laws, Ordinances.** The zoning classification, land use classification and any other use or building classification or requirement, law, ordinance, rule or regulation of the City that is applicable to the Buyer's Property has been changed to I-1 Industrial Park. That the City's Comprehensive Land Use Plan Map ("Comprehensive Plan") has been amended and designates the Buyer's Property as Industrial. That the current PUD/Preliminary Plat of Prairie Meadows has been satisfactorily amended to provide for "Lots" in the Buyer's Property and the Final Plat of the Buyer's Property has been approved by the City and can be recorded. That Buyer and Seller have agreed to any and all terms and conditions that may be required by the City in a "Development Agreement" relating to the Buyer's Property and the Seller's Property. That the AUAR has been amended and approved by

the City and the cost of any mitigation required as a result of the Buyer's Use is reasonable. Buyer shall make all reasonable efforts to cause such amendments so as to satisfy this contingency in time for the Closing to occur on December 15, 2007.

2. **Utilities.** Buyer shall have determined that all utilities, including but not limited to electricity, gas, water (fire and domestic), storm and sanitary sewer, are available on the Buyer's Property as required for Buyer's Use through valid and adequate public or private easements as determined to Buyer's sole satisfaction.
3. **Title, Title Evidence and Examination.**
 - a. Title. Seller shall transfer the Buyer's Property to Buyer, by Warranty Deed, conveying good and marketable title in fee simple free and clear of any and all liens, the mortgages, pledges, security interests, leases, charges, encumbrances, easements, assessments, including any future assessments, including but not limited to, any future assessments that result from the Seller developing the Seller's Property, restrictions and other conditions, except for Permitted Encumbrances as set forth on Exhibit D attached hereto or those otherwise expressly waived or approved by the Buyer in writing or specifically authorized by the terms of this Agreement.
 - b. Title Commitment. Title Examination will be conducted and completed during the Due Diligence Period in the following manner:
 - (1) Seller shall, as soon as reasonably possible after execution of this Agreement, procure, a commitment for an owner's policy of title insurance ("Commitment") from Land Title, Inc. ("Title Company"), in an amount equal to the Purchase Price and deleting all exceptions, other than permitted encumbrances and containing such endorsements as required by Buyer, including but not limited to, (i) mechanics liens endorsement, survey endorsement, comprehensive endorsement, together with a copy of each document referenced in such commitment including complete documents referenced by recorded memorandums of such documents, and also including proper searches covering bankruptcies and levied and pending assessments from the Title Company, which shall be satisfactory to Buyer in its sole discretion.

- (2) Seller shall provide, as soon as reasonably possible after the execution of this Agreement, copies of all surveys of Buyer's Property.
- (3) The Commitment and related documents, required searches shall be referred to collectively as the "Title Evidence". Seller shall pay all costs necessary to provide the Title Evidence. Buyer shall pay all costs of examination of the Title Evidence and, in the event Buyer wants to secure a title insurance policy, Buyer shall pay all premium costs.
- (4) Buyer shall, after receipt of Title Evidence, examine title to the Buyer's Property and make written objections to any matter materially affecting the marketability or insurability of title to the Buyer's Property ("Objections") to Seller, within thirty (30) days of receipt of all Title Evidence, provided that Buyer shall not be entitled to object to the Permitted Encumbrances listed on Exhibit D to this Agreement. Buyer shall be deemed to have waived any Objections not made during the Due Diligence Period, whereupon they shall become "Permitted Encumbrances". Said waiver, however, shall not operate as a waiver of Seller's covenant to deliver marketable title by Warranty Deed subject to no further encumbrances other than the Permitted Encumbrances unless agreed to by Buyer in its sole discretion.
- (5) Seller shall, within ten (10) days of receipt of Buyer's written Objections, notify Buyer of its intent to cure Objections prior to the end of the Due Diligence Period and shall use reasonable efforts to do so. . Pending cure of Buyer's Objections and in the event Seller shall notify Buyer of need for additional time to cure Objections, the Seller shall have up to an additional one hundred twenty (120) days, if necessary; to cure Objections; provided, however, that Seller shall pursue cure of Objections in a diligent manner. Upon failure of Seller to provide notice of intention to cure Objections, or if notice is furnished but the Due Diligence Period expires without Objections being cured within the allowable periods, Buyer may elect any one or more of the following remedies:
 - (a) Terminate this Agreement and receive a refund of the Earnest Money and all rights and obligations of the parties hereunder shall be terminated.

- (b) Waive the Objections and proceed to close.
- (c) Wait until the expiration of the additional one hundred twenty (120) day period for Seller to cure the Objections and if Seller fails to cure said Objections terminate this Agreement or waive the Objection and proceed to close.
- (d) Possession. Possession of the Buyer's Property shall be delivered by Seller to Buyer at Closing. Seller has complete salvage rights to the house and all personal property on the Buyer's Property. Seller shall be responsible for the removal all debris and personal property on the Buyer's Property prior to the Closing Date according to all applicable laws, rules and regulations, but Seller has no obligation to remove the house. Seller waives any right, title and interest to the house and any personal property remaining on the property after the Closing Date.

4. **Buyer's Satisfaction of Environmental Status Determination.** The transaction contemplated herein is contingent upon Buyer's determination of the environmental status of the Buyer's Property to its full, complete and sole satisfaction, and Buyer has the right to a complete review and investigation of environmental factors regarding the Buyer's Property, and shall have all access necessary to undertake such review and satisfaction to the extent that the Buyer, in its sole determination, finds necessary. In the event that Buyer's environmental review and investigation reveal information disagreeable to Buyer, in its sole determination, Buyer shall have the right to terminate this Agreement as its sole and exclusive remedy.

- a. Copies of Reports and Tests. As soon as possible after execution of this Agreement, Seller shall provide Buyer with true and correct copies of all Phase I and all other environmental assessments, soil reports and results of all tests in Seller's possession with respect to environmental issues on the Buyer's Property. Seller makes no warranties or representations as to any information contained in any assessments, reports or results so provided.
- b. Additional Testing by the Buyer. Buyer shall have the right to undertake any additional tests which it, in its sole determination and at its own cost, deems advisable in order to determine the nature and extent of contamination on the Buyer's Property and the expense required to clean it up. Such tests shall include, but not be limited to soil testing and groundwater. Seller must provide Buyer

and/or its designees with reasonable accessibility to the Buyer's Property for the purposes of conducting such inspections, tests and verifications that Buyer deems necessary and appropriate. Seller shall extend whatever cooperation is reasonably necessary to complete Buyer's investigation. From and after the date of this Agreement, Seller agrees to allow Buyer and/or its agents, representatives and employees, reasonable access to the Buyer's Property to perform inspections, investigations, measurements, environmental audits and soil tests as Buyer deems desirable, Buyer having the right to a complete review and investigation of environmental factors affecting the Buyer's Property. Buyer agrees to notify Seller of the specific schedule the dates and times of the testing and inspections so as to not interfere with Seller's peak business hours and days. Buyer agrees to indemnify, defend and hold Seller and Buyer's Property harmless from any cost, charge, lien and/or claim associated with, occasioned by, or arising out of Buyer's such entry on the Buyer's Property with the exception of those liabilities, costs, expenses or claims which may arise out of Buyer's discovery of contamination of the Buyer's Property. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all losses, damages, causes of action, claims, liabilities, cost and expenses (including reasonable attorneys' fees and court costs), suffered or incurred by Seller as a result of, directly or indirectly, the conduct of the tests described above or the entry upon the Buyer's Property by Buyer, its agents, contractors, employees, licensees and invitees, including, without limitation, those arising from mechanics' liens, injury to persons or damage to the Buyer's Property, including improvements located on the Buyer's Property. The foregoing shall not include, however, any cost, expense, claim or liability arising out of or in any way related to contaminated soil, asbestos or other environmental hazards discovered by any tests. Buyer shall conduct such tests and shall otherwise enter upon the Buyer's Property at its sole risk, cost and expense. Buyer hereby waives and relinquishes any and all claims, liabilities, causes of action, demands and costs and expenses related to the subject matter of this Agreement now or hereafter arising in Buyer or any of its employees', contractors' or agents' favor with respect to injury to persons or property occasioned by, directly or indirectly, the conditions of the Buyer's Property or any improvements thereon or any other facts or occurrences with respect to Buyer's conduct under this Agreement. Without limiting the generality of the foregoing provisions, after conducting its tests, Buyer agrees to restore the same condition as now exists. Seller shall retain ownership of all cuttings or materials removed from the site for testing. In the event this Agreement is terminated in the sole

determination of Buyer, Buyer further agrees that it shall provide to Seller copies of all reports, data, inspections, tests and analyses of the Buyer's Property obtained by or for the benefit of Buyer under this Agreement and Buyer shall pay Seller the cost thereof.

- c. Commencement of Testing. Buyer shall begin its investigation of environmental conditions affecting the Buyer's Property within a reasonable time period after the execution of this Agreement and the delivery by Seller to Buyer of the documentation related to environmental assessments described above. The Buyer shall accomplish its investigation within the Due Diligence Period.
 - d. Hold Harmless. Seller agrees to hold Buyer harmless from any liability for the discovery of unknown contamination on the site.
 - e. Satisfaction by Buyer. Buyer shall satisfy itself, in its sole discretion, that the soils of the Buyer's Property are free from hazardous substances, wastes, pollutants and other contaminants, and sufficient for Buyer's Use. If the tests reveal the presence of any contamination above levels acceptable to the Buyer, the Buyer may, in its sole discretion, terminate this Agreement by written notice to Seller. Seller is aware that the discovery of contamination of the Buyer's Property will likely create a duty in Seller to notify the MPCA of the nature of the discovery and may be required to take additional steps, at its own cost, to clean up the contamination even though the Buyer has terminated this Agreement. Buyer shall not release any information obtained during its testing, without first obtaining Seller's written consent, unless Buyer is required by law to do so.
5. **Governmental Approvals.** Buyer obtaining at its sole cost and expense on or before the Due Diligence Period all governmental approvals necessary in Buyer's reasonable judgment in order to use the Buyer's Property for Buyer's Use. If Buyer has not received the governmental approvals on or before expiration of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice to the Seller and the Title Company and in such event the Earnest Money plus interest shall be paid to the Buyer.
6. **Financing.** Buyer shall have received on or before the end of the Due Diligence Period, a commitment acceptable to Buyer for the financing necessary and sufficient in Buyer's reasonable judgment to finance Buyer's purchase of the Buyer's Property, and the installation of all sewer, water, storm sewer, streets and roads necessary for the development of the Buyer's Property for Buyer's Use ("Buyer's Improvements").

7. **Improvements, Road and Utilities.** Buyer shall have determined, on or before the Due Diligence Period, that (i) all utilities necessary to adequately support Buyer's Use, and (ii) all road systems necessary to adequately service Buyer's Use, may be completed at reasonable cost.
8. **Additional Conditions.** In addition to the foregoing Contingencies, the following conditions must be met on or before the Closing date to the sole satisfaction of the Buyer. In the event these conditions are not fulfilled as of the Closing, the Buyer shall so notify the Seller whereupon Seller shall return the Earnest Money to Buyer and all rights and obligations of the parties under this Agreement shall terminate.
 - a. Buyer shall be satisfied with its own determination, to the extent possible, that all Seller's representations and warranties herein contained are true and accurate in all material respects.
 - b. There exists no "force majeure" events, litigation or any other possible events that would jeopardize the ability of the parties to consummate the transaction.

D. **Seller's Contingencies.** The Seller's obligation to sell the Buyer's Property to the Buyer is contingent upon the following:

1. The City agreeing, on terms satisfactory to Seller in its sole discretion, that the right-of-way width for the East/West connecting streets through Seller's adjacent property, referred to as Minnesota Avenue, will be reduced to a width of sixty (60) feet. Buyer shall make all efforts Seller reasonably requests so as to cause this contingency to be satisfied in time to permit the Closing to occur by December 15, 2007.
2. The Seller's Property adjacent to Buyer's Property being rezoned to a higher density residential use, including resolution of any tier analysis and impervious surface requirements, on terms satisfactory to Seller in its sole discretion. Buyer shall make all efforts Seller reasonably requests so as to cause this contingency to be satisfied in time to permit the Closing to occur by December 15, 2007
3. Seller shall be satisfied, in its reasonable discretion, that the design standards for Buyer's industrial park on the Buyer's Property are at least as high as those for Buyer's adjacent, existing industrial park, in order to ensure that the development of the Buyer's Property as an industrial park will not unduly affect the value of the Seller's Property for residential development. At Closing, the Buyer shall subject the Buyer's Property to the same design standards as the adjacent existing industrial park for the purposes of subjecting the Buyer's Property to the covenants governing

design standards in that park. Buyer shall make any alterations to its design standards that Seller reasonably requests in connection with making the industrial park compatible with Seller's proposed development of the Seller's Property.

4. The City reducing the park dedication and improvement requirements currently required under the current PUD based on the reduction in residential units and a revision of the current Development Agreement with the City, on terms satisfactory to Seller in its sole discretion. Buyer shall make all efforts Seller reasonably requests so as to cause this contingency to be satisfied in time to permit the Closing to occur by December 15, 2007
5. The City revising the public street standards for certain neighborhoods within the current Master Plan of the Seller's Property, on terms satisfactory to Seller in its sole discretion. Buyer shall make all efforts Seller reasonably requests so as to cause this contingency to be satisfied in time to permit the Closing to occur by December 15, 2007
6. Seller's approval, in its sole discretion, of the terms of the "Public Improvement and Assessment Agreement" described above in Section II.B.2 for the installation of Trunk Sanitary Sewer Improvements, Trunk Watermain Improvements, Street and Storm Sewer Improvements which shall include the following:
 - a. Deferment of any assessments until the start of each phase of the development in the Seller's Property;
 - b. Deferment of interest until the start of each phase of development in the Seller's Property; and
 - c. Deferment of any assurance requirements until the start of each phase of development in the Seller's Property.

Buyer shall make all efforts Seller reasonably requests so as to cause this contingency to be satisfied in time to permit the Closing to occur by December 15, 2007. Seller agrees to sign the Public Improvement and Assessment Agreement, when approved by the City and the Seller and waive all of Seller's rights to procedural and substantive objections to the property tax and to the special against the property including the right to claim that the assessment exceeds the benefit to the property and any rights to Appeal available under applicable law.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AND BUYER

- A. **Seller Warranties, Representations and Covenants.** To Seller's actual knowledge, Seller represents, warrants and covenants as follows:

1. Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of Minnesota. The execution and delivery of this Agreement by Seller and the consummation of the transaction contemplated hereby are within the powers of Seller, and this Agreement has been, and the documents, instruments and agreements to be executed by Seller pursuant to this Agreement will be on or before the date of closing, duly and validly authorized, executed and delivered by Seller and the obligations of Seller hereunder and are or will be valid and legally binding, and this Agreement and the documents, instruments and agreements to be executed and delivered by Seller pursuant to this Agreement are or will be upon such execution and delivery enforceable against Seller in accordance with their respective terms.
2. In accordance with the terms of this Agreement, Seller shall convey record fee title to the Buyer's Property at closing by Warranty Deed free of all encumbrances and possessory rights of third parties other than Permitted Encumbrances and other matters approved by Buyer pursuant to its Section II investigation.
3. At Closing, Seller shall assign, to the extent requested by Buyer and to the extent they are assignable, all of Seller's interest in the "Other Agreements", and deliver to Buyer the originals of the documentation provided to Buyer pursuant to Section II to the extent in Seller's possession.
4. There are no lawsuits and no administrative or regulatory proceedings pending or threatened which are affecting the Buyer's Property or affecting the right of Seller to convey the Buyer's Property.
5. To Seller's actual knowledge, the information supplied or made available to Buyer as required herein is complete and materially correct and has been duly supplemented including, but not limited to, any new Other Agreements.
6. To Seller's actual knowledge, neither Seller nor any agent or employee of Seller has knowledge of or has received: (i) notice of any suits, judgments or violations relating to or at the Buyer's Property of any laws, ordinances or regulations, including but not limited to zoning, building, fire, health, pollution, environmental protection or waste disposal ordinances, codes, laws or regulations, which have not been corrected; nor (ii) received any notice or are aware of any pending action to take the Buyer's Property or any portion thereof by eminent domain or by deed in lieu thereof.
7. To Seller's actual knowledge, the Buyer's Property conforms to all laws, ordinances, regulations, rules and requirements existing as of the date

hereof of every governmental authority or agent having jurisdiction over the Buyer's Property which are applicable to the Buyer's Property or any part thereof or which are applicable to the present use or manner of present use.

8. Seller shall provide to Buyer at Closing a Well Certificate. Seller shall have no obligation to close any wells.
9. To Seller's actual knowledge, the Buyer's Property does not contain and did not previously contain any storage tanks, except as disclosed by any environmental report delivered to Buyer, and except as disclosed by an affidavit with respect thereto, as required by Minnesota Statutes §116.48.
10. Intentionally omitted.
11. To Seller's actual knowledge, except as shown by the environmental reports provided to Buyer pursuant to Section II: (a) the Buyer's Property has never been used for the production, storage, deposit or disposal of hazardous substances in any reportable quantities under and in violation of applicable environmental laws, ordinances or regulations; and (b) the Buyer's Property does not contain any asbestos including the house thereon. However, given the age of the home, it is possible it contains asbestos, and agrees that Seller shall have no obligation to remove any asbestos from the house. Seller has not received any notice from any applicable governmental authority that any hazardous substances have been placed or located upon the Buyer's Property in violation of applicable environmental laws, ordinances or regulations.
12. To Seller's actual knowledge there are no existing private covenants, conditions or restrictions with respect to the Buyer's Property except as disclosed by Title Evidence or specifically disclosed by Seller to Buyer hereunder.
13. Seller makes no representations regarding future real estate taxes or assessments for the Buyer's Property.
14. There are no delinquent taxes against the Buyer's Property or Seller's Property.
15. At the time of Closing, the Buyer's Property shall not be subject to any outstanding leases or rights of occupancy, or any unrecorded documents containing interests in the Buyer's Property unless they have been previously and specifically approved by the Buyer.
16. There has been no labor or material furnished to the Buyer's Property for which complete payment has not been made and acknowledged.

17. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code ("FIRPTA") and Seller shall deliver at closing a form so stating that complies with federal law.
18. Seller has not commenced (within the meaning of any bankruptcy law) a voluntary case, consented to the entry of an order for relief against it in a voluntary case, or consented to the appointment of a custodian of it or for all or any substantial part of its property, nor has a court of competent jurisdiction entered an order or decree under any Bankruptcy law that is for relief against Seller in an involuntary case or appoints a custodian of Seller for all or any substantial portion of Seller's property.
19. Acceptable access to and egress from the Buyer's Property is available and provided by public streets or roads.
20. If Buyer becomes aware before closing of any material breach by Seller of any of its express representations or warranties under this Section III.A, Buyer may either (i) terminate this Agreement, in which case Buyer shall be entitled to receive back the Earnest Money together with any accrued interest, and to recover from Seller Buyer's reasonable out-of-pocket costs incurred in connection with investigating the feasibility of purchasing the Buyer's Property, or (ii) waive the breach and close without any reduction in the Purchase Price. If Buyer first discovers after closing any material breach by Seller of any of Seller's express warranties and representations under this Section III.A, Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns harmless from, any out-of-pocket expenses or damages, including reasonable attorney's fees, but not including any loss of profits or consequential damages, that Buyer incurs because of such breach. . Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will constitute a waiver and release by Buyer of any claims due to such breach.

The foregoing warranties shall be true and correct on the Closing Date and shall survive the Closing for a period of twelve (12) months, it being understood that if an action based on breach of any warranty is commenced after the expiration of the twelve month period, such action shall be deemed barred and of no legal force or effect.

Except for Seller's express representations and warranties in this Section III.A, Seller disclaims, and Buyer acknowledges that Seller has not made, any warranty or representation, express or implied, written or oral, statutory or otherwise of any nature whatsoever. Accordingly, subject only to Seller's express representations and warranties in this Section III.A, Buyer shall purchase and accept title and

possession of the Buyer's Property at Closing "as-is", "where-is", and "with all faults", with no right of setoff or reduction in the Purchase Price.

B. Buyer's Warranties, Representations and Covenants. Buyer represents, warrants and covenants as follows:

1. Buyer is a body corporate and politic duly organized and validly existing and in good standing under the laws of the State of Minnesota.
2. That Buyer has the requisite power and authority to enter into and perform this Agreement, and said document is a valid and binding obligation of the Buyer, and is enforceable in accordance with its terms.
3. That Buyer has the financial capacity to meet its obligations specified in this Agreement.
4. That Buyer will timely perform its obligations specified in this Agreement.
5. 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 attorney's fees, Seller incurs because of the breach of any of Buyer's representations and warranties, whether such breach is discovered before or after closing. Consummation of this Agreement by Seller with knowledge of any such breach by Buyer will not constitute a waiver or release by Seller of any claims due to such breach.
6. Buyer has not used or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction, and Buyer has not taken any action that would result in any real estate broker's, finder's, or other fees or commissions being due to any other party with respect to this transaction.

The foregoing warranties shall be true and correct on the Closing Date and shall survive the Closing for a period of twelve (12) months, it being understood that if an action based on breach of any warranty is commenced after the expiration of the twelve month period, such action shall be deemed barred and of no legal force or effect.

IV. TAXES AND ASSESSMENTS AND PRORATIONS

- A. Taxes Shall Be Prorated.** Real estate taxes attributable to the Buyer's Property due and payable in the year of closing shall be prorated to the date of closing. Real estate taxes attributable to the Buyer's Property and due and payable in years prior to the year of closing, including but not limited to any deferred real estate taxes under Minnesota Statutes, the so-called "Green Acres Recapture", catch-up

or adjustment in future taxes due as a result of Buyer's Property having been classified under any designation authorized by law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes, shall be paid by Seller. Real estate taxes attributable to the Buyer's Property and due and payable in the years following closing shall be paid or assumed by Buyer.

- B. **Special Assessment.** All levied assessments due and payable in the year of Closing relating to Buyer's Property shall be pro rated between Buyer and Seller as of the date of Closing. All levied assessments payable for the years prior to Closing shall be paid by Seller and all levied assessments due and payable after the year of Closing shall be paid by the Buyer.

V. **CLOSING**

- A. **Closing Date.** The closing of the purchase and sale contemplated by this Agreement shall occur on a date mutually agreeable to the parties, but not later than December 15, 2007, unless extended in writing by the Buyer and Seller (the "Closing Date").
- B. **Closing Place.** The closing shall take place at the offices of the Title Company, or such other place as the parties may agree.
- C. **Seller's Closing Documents and Obligations.** The Seller will execute and deliver the following:
1. A Warranty Deed in recordable form satisfactory to Buyer and Title, containing the legal description as shown on the Commitment and the Survey, and conveying the Buyer's Property to Buyer, free and clear of all encumbrances, except encumbrances acceptable to the Buyer and except permitted encumbrances and including the Well Certification statement in accordance with Minnesota law;
 2. A standard Seller's Affidavit indicating that there are no unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Buyer's Property, and that there has been no labor or material furnished to the Buyer's Property contracted for by Seller for which payment has not been made or for which mechanics' liens could be filed, and there are no other unrecorded interests in the Buyer's Property created by Seller;
 3. A FIRPTA Affidavit;
 4. The appropriate Federal Income Tax reporting form, if any is required;
 5. All other documents reasonably required by this Agreement or requested by the Title Company to transfer Buyer's Property to Buyer in accordance with this Agreement;

6. Satisfaction or releases in recordable form of any mortgages or contracts that remain unsatisfied as of the date of the closing;
 7. Bring-Down Certificate. A “bring down certificate” confirming that all of Seller’s express representations and warranties under Section III.A of this Agreement remain true and correct in all material respects as of Closing, or, to the extent applicable, stating how any such representation or warranty is no longer materially true and correct.
 8. Well Certificate. A Well Certificate in the form required by law.
 9. Storage Tanks. If the Buyer’s Property contains or contained a storage tank, an affidavit with respect thereto, as required by Minn. Stat. §116.48.
- D. **Buyer's Closing Documents and Obligations.** Buyer will deliver the following:
1. Proper authorization for release of the Earnest Money, if applicable and application thereof to the Purchase Price;
 2. Balance of the Purchase Price as provided in Section I above.
 3. Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required in order to record the Closing Documents and complete the transaction contemplated herein.
- E. **Allocation of Costs at Closing.** Seller and Buyer agree that all prorations of costs and expenses for the sale and purchase contemplated by this Agreement will be made at closing unless otherwise specifically stated. This allocation is as follows:
1. Seller shall pay all costs of the Title Commitment and the fees charged by the Title Company for any Escrow required regarding Buyer’s objections. Buyer shall pay for examination of the Title Commitment and the premium required for the issuance of any Title Policy. Seller and Buyer shall each pay one-half of any reasonable and customary closing fees charged by the Title Company or its agent.
 2. Seller shall pay all State Deed Tax required for the Warranty Deed to be delivered by Seller under this Agreement.
 3. Real estate taxes and special assessments shall be paid as provided in Section IV above.
 4. Seller shall pay the cost of recording any documents necessary to place record title in the condition required by this Agreement.

5. Buyer shall pay the cost of recording the Warranty Deed.
6. Buyer shall pay the premium costs for issuance of owner's policy of title insurance if such policy is desired by Buyer.

VI. REMEDIES UPON TERMINATION

- A. **Buyer's Remedies.** If Seller defaults under this Agreement for any reason (other than Buyer's default) and Seller continues in default for a period of seven (7) days after having been notified by Buyer of such default, Buyer shall be entitled to terminate this Agreement by notice to Seller in which event neither party shall have any further rights or obligations hereunder and the Earnest Money shall be returned to Buyer, or, at Buyer's option, it shall be entitled to seek specific performance of Seller's obligations hereunder, including specifically the conveyance of the Buyer's Property in the condition required by this Agreement within six (6) months of the Closing Date. In the alternative, Buyer may recover from Seller any and all damages suffered by Buyer as a result of such default, provided however, that such damages shall include only the actual costs and expenses incurred by Buyer in preparation for the consummation of the transaction contemplated by this Agreement, including, without limitation, fees and charges paid to consultants in connection with Buyer's due diligence efforts, and attorneys' fees and costs.
- B. **Seller's Remedies.** If Buyer defaults under this Agreement for any reason (other than Seller's default) and Buyer remains in default seven (7) days after notice of default has been given to Buyer by Seller, Seller shall be entitled to terminate this Agreement in the manner provided for a Purchase Agreement by Minnesota Statutes, Section 559.21, as amended, and the Title Company shall pay the Earnest Money plus interest, to Seller.

VII. NOTICES

- A. Any notice required or permitted hereunder shall be deemed to have been given when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested addressed to Seller or Buyer, as the case may be, as follows:
 1. If to Seller: Paul Bruggeman
Bruggeman Properties, LLC
3564 Rolling View Drive
White Bear Lake, MN 55110

with a copy to: Steven C. Cox
Fabyanske, Westra, Hart & Thomson, PA
Suite 1900
800 LaSalle Avenue
Minneapolis, MN 55402
612-359-7617
SCox@FWHTlaw.com

2. If to Buyer: Big Lake Economic Development Authority
160 Lake Street North
Big Lake, MN 55309
Attention: Jim Thares

with a copy to: John F. Kelly, Esq.
Campbell Knutson P.A.
1380 Corporate Center Curve, Suite 317
Eagan, Minnesota 55121
Telephone: 651-234-6213

3. If to Title: Land Title, Inc.
1900 Silver Lake Road, Suite 200
New Brighton, MN 55112
Telephone: 651-638-1900

- B. The addresses for the purpose of this Article may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes and refusal to accept or rejection or inability to deliver notice because of change of address shall be deemed delivered.

VIII. ACCEPTANCE DEADLINE

The offer to purchase contained in this Agreement (the "Offer") shall be revoked and shall be null and void on December 11, 2007 at 5:00 p.m. (the "Acceptance Deadline"), unless Buyer has accepted the Offer. In order to constitute acceptance of the Offer, Buyer must execute this Agreement and provide a copy of the fully executed Agreement to Seller in the manner provided for giving notices specified in Section IX of this Agreement.

IX. MISCELLANEOUS

- A. **Risk of Loss.** Buyer is purchasing the Buyer's Property as undeveloped land for development. Accordingly, in the event the Buyer's Property is destroyed or substantially damaged by fire or any other cause before the closing date, the risk of loss shall be on the Buyer and Buyer shall close notwithstanding any fire or casualty, except that, if Seller maintains property insurance on the house, Seller

shall apply the insurance proceeds to removing the damaged structure. Seller shall be entitled to retain any excess insurance coverage on the house.

- B. **Condemnation.** In the event any portion of the Buyer's Property is condemned or access thereto shall be taken by any party other than Buyer or the City, or in either case threatened, prior to the Closing, and Buyer reasonably concludes that the taking renders the Buyer's Property remaining unsuitable for the development contemplated and Buyer notifies Seller in writing of such conclusion within thirty (30) days after written notice to Buyer of such condemnation action, then this Agreement shall terminate. If the Agreement is not terminated pursuant to the preceding sentence, the Purchase Price of the Buyer's Property shall not be affected, it being agreed that if the award is paid prior to the Closing of this transaction, such amount, insofar as it pertains to the Buyer's Property, shall be held in escrow and delivered to Buyer at the time of Closing; and if the award has not been paid prior to the Closing of this transaction, then at the Closing Seller shall assign to Buyer all of its right, title and interest with respect to such award and shall further execute any other instrument requested by Buyer to assure that such award is paid to Buyer. If Buyer does not terminate this Agreement, it shall have the right to contest the condemnation and/or the award resulting therefrom.
- C. **Captions.** Captions used in the Articles and Sections of this Agreement are for convenience only and do not construe or limit the meaning of the language of this Agreement.
- D. **Amendments.** This Agreement may be amended only by written instrument executed by both Seller and Buyer.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- F. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by way of this Agreement.
- G. **Survival.** All warranties, representations and covenants of the Seller and Buyer in this Agreement shall survive and not be merged into the documents of conveyance, and shall be enforceable as provided hereunder after the closing. Seller and Buyer shall indemnify the other against any breach by such party, subject to the time limitations in III A 20 and III B 5 and VI A.
- H. **Entire Agreement, Modifications.** This Agreement constitutes the complete agreement between the parties regarding the transactions contemplated herein and supersedes any prior oral or written agreements regarding the Buyer's Property. There are no agreements, covenants, representations, warranties or restrictions between the parties other than those stated herein. No covenant, term or condition

of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

- I. **Additional Documents and Acts.** Seller and Buyer agree that they will, at any time and from time to time upon the written request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all future acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to effect the provisions hereof.
- J. **Attorney's Fees.** It is expressly agreed that Seller shall be entirely responsible for payment of attorneys' fees incurred by Seller relating to legal services provided in connection with the transactions provided herein, and that Buyer shall be entirely responsible for payment of attorneys' fees incurred by Buyer relating to legal services provided in connection with the transactions contemplated herein. If there is a dispute between the Buyer and Seller under the terms of this Agreement and either party shall take any legal action to enforce the terms hereof, the prevailing party shall be entitled to reasonable attorneys' fees incurred.
- K. **Assignment.** Buyer may assign its interest in this Purchase Agreement, to a single purpose limited liability company, provided that no such assignment shall be effective until written notice thereof is provided to Seller. No such assignment shall release Buyer from its obligations and liabilities under this Agreement.
- L. **Voluntary Transaction.** Seller and Buyer agree that this is a voluntary transaction and the Purchase Price set forth in this Agreement is a lump sum price which includes any and all payments under any applicable State or Federal law or regulations providing for relocation assistance, services, payments and benefits of any kind.
- M. **Time is of the Essence** of this Agreement.
- N. **1031 Exchange.** At either party's request, the other party agrees to cooperate with the requesting party in a deferred or simultaneous §1031 like kind exchange of the Buyer's Property as long as the other party is not required to take title to any other property or to incur any further cost, expense, liability or delay.
- O. **Facsimile Signature.** A facsimile signature to this Purchase Agreement shall be deemed an original signature.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each which shall constitute an original but all of which together shall constitute a single agreement.
- Q. **Severability.** If a provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining

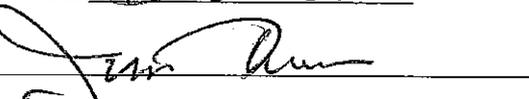
provisions of this Agreement shall not be affected, and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents intending to be bound by the provisions herein contained.

BUYER:

BIG LAKE ECONOMIC DEVELOPMENT
AUTHORITY

By: 
Its: President

By: 
Its: Exec Dir.

SELLER:

BRUGGEMAN PROPERTIES, LLC

By: 
Its: 

EXHIBIT A

LEGAL DESCRIPTION OF SELLER'S PROPERTY

EXISTING LEGAL DESCRIPTION FOR PRAIRIE MEADOWS II:

The South Half of the Northeast Quarter of the Northwest Quarter (S1/2 of NE1/4 of NW1/4) of Section Twenty-one (21), Township Thirty-Three (33), Range Twenty-seven (27), Sherburne County, Minnesota.

The South Half of the Northwest Quarter (S1/2 of NW1/4) in Section 21, Township 33, Range 27, and the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) in Section 20, Township 33, Range 27, Sherburne County, Minnesota.

And

The South Half of the Northwest Quarter of the Northwest Quarter (S1/2 of NW1/4 of NW1/4) of Section 21, Township 33, Range 27, Sherburne County, Minnesota.

And

Outlots E and F, PRAIRIE MEADOWS FIRST ADDITION, according to the recorded plat thereof, Sherburne County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF BUYER'S PROPERTY

PARCEL A (TO BE ZONED I-1)

The Southeast Quarter of the Northeast Quarter of Section 20, Township 33, Range 27, Sherburne County, Minnesota, except that part thereof described as follows:

Beginning at a point on the east line thereof, distant 150.00 feet north of the southeast corner thereof, for the purposes of this description, the south line of the South Half of the Northwest Quarter of Section 21, Township 33, Range 27, Sherburne County, Minnesota, is assumed to bear South 89 degrees 32 minutes 46 seconds East; thence North 00 degrees 05 minutes 01 seconds East, along said east line, a distance of 497.77 feet; thence North 89 degrees 41 minutes 50 seconds West, a distance of 146.71 feet; thence South 00 degrees 05 minutes 01 seconds West, parallel with said east line, a distance of 518.45 feet to the intersection with a line described as follows:

Beginning at the above described point of beginning; thence North 89 degrees 32 minutes 46 seconds West, a distance of 17.73 feet; thence westerly along a tangential curve, concave to the south, having a radius of 370.00 feet and a central angle of 14 degrees 22 minutes 28 seconds, a distance of 92.83 feet; thence South 76 degrees 04 minutes 46 seconds West, tangent to said curve, a distance of 204.17 feet, and there terminating.

thence easterly along said last described line, a distance of 148.75 feet to point of beginning.

EXHIBIT C

EXHIBIT D

PERMITTED ENCUMBRANCES

Zoning laws and other building laws, ordinances, rules and regulations.

Mineral rights in favor of the State of Minnesota, if any.

Covenants, restrictions or easements of record which do not interfere with Buyer's intended use of the Buyer's Property.

All exceptions on Seller's vesting deed approved by Buyer and any subsequent encumbrances approved by Buyer listed on the title insurance commitment Buyer receives under this Agreement.

EXHIBIT E

ESCROW AGREEMENT

The undersigned, **Land Title, Inc.** ("**Escrow Agent**") acknowledges receipt of Forty-Five Thousand and No/100 Dollars (\$45,000.00) (the "**Deposit**") to be held by it pursuant to the terms of the Purchase Agreement attached to this Escrow Agreement. Escrow Agent agrees to hold the Deposit in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both the Buyer and the Seller. Interest shall accrue for the benefit of Buyer and shall become part of the Earnest Money.

Seller represents that its Tax I.D. Number is as follows: _____.

Buyer represents that its Tax I.D. Number is as follows: 41-6004981

The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement unless first indemnified to its satisfaction. Escrow Agent may consult with respect to any question arising under this Agreement and shall not be liable for any action taken or omitted in good faith upon advice of such counsel.

The fees and charges of the Escrow Agent shall be paid as follows: one-half of such fees and charges shall be paid by Seller and one-half of such fees and charges shall be paid by Buyer.

ESCROW AGENT:
LAND TITLE, INC.

Dated: _____.

By: _____

Its: _____

**SELLER:
BRUGGEMAN PROPERTIES, LLC**

Dated: _____.

By: _____

Its: _____

**BUYER:
BIG LAKE ECONOMIC DEVELOPMENT
AUTHORITY**

Dated: _____.

By: _____

Its: _____