

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA

IN RE: Bishop, Michael Eugene

Debtors

Bankruptcy No: 16-30213  
Chapter 11

**MOTION FOR SALE OF REAL ESTATE FREE AND CLEAR OF LIENS AND  
ENCUMBRANCES PURSUANT TO 11 U.S.C. §363(f)**

Michael Eugene Bishop, as Debtor-in-possession; hereby moves this honorable Court for an order allowing him to sell certain real estate pursuant to 11. U.S.C. § 363 and Fed.R.Bankr.P. 6004.

1. The Debtor filed for Chapter 11 Bankruptcy protection on May 2, 2016 and the case is pending with this Court.
2. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334. This proceeding is a core proceeding.
3. The Debtor and his spouse have determined it is in their best interest to sell a vacant parcel of property in Becker County, Minnesota in an effort to pay down creditors.
4. The Debtor, his Spouse Aimee L. Smith and buyers William J. & Jennifer A. Quinn have entered into a purchase agreement, dated April 10, 2016. A copy is attached as Exhibit A. The purchase agreement pertains to the following real property in Becker County, Minnesota, legally described as:

Lot Twelve (12), Block One (1), Killian's Buffalo Lake Redezvous, according to the certified Plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

This property has an address of 29291 Buffalo Run, Callaway, MN 56521

Hereinafter, this property will be referred to as “Buffalo Run”

5. This property is subject to a consensual mortgage held by Community Development Bank. The property is also subject to a judicial lien filed April 13, 2016 in Becker County District Court, Case #03-CV-16-806 by Pinnacle Bank in the amount of \$106,231.20.
6. The Debtor’s proposed treatment of the sale proceeds is as follows:

<b>Sale Proceeds:</b>			<b>\$ 107,001.00</b>
<b>Expenses incurred for Sale:</b>	<b>Purpose:</b>		
Becker County Title Services, Inc.	Closing Costs	\$739.10	
<b>Creditors:</b>	<b>Description:</b>		
Community Development Bank	Payoff of Mortgage	\$39,999.00	
<i>Net Sale Proceeds:</i>			<i>\$66,262.90</i>
<b>50% of Ownership (Joint Tenants)</b>	Share of Equity payment to Aimee L. Smith	\$33,131.45	
Balance to Lienholder Pinnacle Bank		\$33,131.45	
<b>Total Distribution:</b>			<b>\$ 107,001.00</b>

7. The Debtor respectfully requests that he be allowed to distribute the sale proceeds as indicated above (allowing for any minor increases because of interest or changes in closing expenses).
8. A Debtor in possession may sell property free of liens and encumbrances pursuant to 11 U.S.C. §363(f), where the lienholders consent to the sale or can be compelled to accept a money satisfaction of its interest.
9. All funds received by the Debtor-in-Possession will be held by undersigned Counsel for distribution as indicated above.
10. WHEREFORE, the Debtor respectfully requests the Court’s approval of the sale of real estate as provided in this motion.

Dated: August 18, 2016

BULIE LAW OFFICE

BY:     /s/ SARA E. DIAZ      
Sara E. Diaz #06069  
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Fargo, ND 58104  
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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA

IN RE: Bishop, Michael Eugene

Debtors

Bankruptcy No: 16-30213  
Chapter 11

**NOTICE OF MOTION FOR SALE OF REAL ESTATE FREE AND CLEAR OF LIENS  
AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §363(f)**

The Debtor has filed a motion to sell real estate in the above referenced case. Your rights may be affected. You should read these papers carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

PLEASE NOTE that you have TWENTY-ONE (21) days from the date of this notice to object to the proposed amendment. You must file your objection in writing with the Clerk of the Bankruptcy Court at Quentin N. Burdick, United States Courthouse, 655 1<sup>st</sup> Ave. N., Suite 210, Fargo, ND 58102-4932. You must also mail your objection to other parties in interest, whose names and addresses may be obtained by contacting the clerk at (701) 297-7100.

If no written objections are filed with the Clerk of the Bankruptcy Court, please be advised that the Court may, without further proceedings, sign and enter the order.

Dated: August 19, 2016

BULIE LAW OFFICE

BY: /s/ SARA E. DIAZ

Sara E. Diaz #06069  
Bulie Law Office  
1790 32nd St. S. Ste 2B  
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ATTORNEYS FOR DEBTOR

VACANT LAND PURCHASE AGREEMENT

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1. Date 04/10/2016

2. Page 1 of 8 pages.

3. RECEIVED OF William J. Quinn and Jennifer A. Quinn of 4703 Harbor Trail SE, Mandan, ND 58554

4. \_\_\_\_\_

5. the sum of one Dollars (\$ 1.00 )

6. by [ ] CHECK [X] CASH [ ] NOTE as earnest money to be deposited upon acceptance of Purchase (Check one.)

7. Agreement by all parties, on or before the third business day after acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller. Said earnest money is part payment for the purchase of the property located at

8. Street Address: 29291 Buffalo Run

9. City of Callaway, County of Becker State of Minnesota, legally

10. described as Section 06 Township 140 Range 040 Kilians Buffalo Lk Rendezvous Lot 012 Block 001

11. \_\_\_\_\_

12. including all fixtures, if any, [X] INCLUDING [ ] EXCLUDING all emblements within the property at the time of this (Check one.)

13. Purchase Agreement, if any, and [ ] INCLUDING [ ] EXCLUDING the following personal property, if any, (Check one.)

14. Land Only 16.0338.812

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_

18. all of which property Seller has this day agreed to sell to Buyer for the sum of (\$ 107,001 )

19. one hundred seven thousand one Dollars,

20. which Buyer agrees to pay in the following manner:

21. 1. Cash of at least 100% percent (%) of the sale price, which includes the earnest money, PLUS

22. 2. Financing, the total amount secured against this property to fund this purchase, not to exceed \_\_\_\_\_ percent (%) of the sale price.

23. Such financing shall be [ ] a first mortgage [ ] contract for deed or [ ] a first mortgage with subordinate (Check one.)

24. financing, as described in the attached Addendum:

25. [ ] Conventional [ ] FHA [ ] DVA [ ] Assumption [ ] Contract for Deed [ ] Other: \_\_\_\_\_ (Check all that apply.)

26. The date of closing shall be April 22, 20 16 or sooner

27. This Purchase Agreement [ ] IS [X] IS NOT subject to a Contingency Addendum for sale of Buyer's property. (If (Check one.)

28. answer is IS, see attached Addendum.) (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)

29. This Purchase Agreement [ ] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated (Check one.)

30. \_\_\_\_\_, 20 \_\_\_\_\_. (If answer is IS, said cancellation shall be obtained

31. no later than \_\_\_\_\_, 20 \_\_\_\_\_. )

32. If said cancellation is not obtained by said date, 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 hereunder to be refunded to Buyer.)

VACANT LAND PURCHASE AGREEMENT

39. Page 2

40. Address 29291 Buffalo Run Callaway MN

41. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
42. contingencies checked below are not satisfied or waived, in writing, by Buyer by \_\_\_\_\_, 20\_\_\_\_\_,
43. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
44. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to
45. Buyer.
46. (Select appropriate options a-i.)
47.  (a)  BUYER  SELLER shall provide a certificate of survey of the property, at  BUYER  SELLER  
 48. expense. (Check one.)
49.  (b) Buyer obtaining approval of city/township of proposed building plans and specifications at  
 50.  BUYER  SELLER expense. (Check one.)
51.  (c) Buyer obtaining approval of city/township of proposed subdivision development plans at  
 52.  BUYER  SELLER expense. (Check one.)
53.  (d) Buyer obtaining approval of city/township for rezoning or use permits at  BUYER  SELLER expense. (Check one.)
54.  (e) Buyer obtaining, at  BUYER  SELLER expense, percolation tests which are acceptable to Buyer. (Check one.)
55.  (f) Buyer obtaining, at  BUYER  SELLER expense, soil tests which indicate that the property may be  
 56. improved without extraordinary building methods or cost.
57.  (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision  
 58. covenants and approval of the architectural control committee.
59.  (h) Buyer obtaining, at  BUYER  SELLER expense, copies of all covenants, reservations and restrictions  
 60. affecting the property. (Check one.)
61.  (i) Other: \_\_\_\_\_
62. \_\_\_\_\_
63. Seller's expenses for these contingencies (if any) shall not exceed \$ \_\_\_\_\_.
64. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the property described in this
65. Purchase Agreement consists of approximately 1.3  ACRES  SQUARE FEET and is currently zoned  
 66. (Check one.)
67. Seller discloses, to the best of Seller's knowledge, that the property  IS  IS NOT in a designated flood plain  
 68. area. (Check one.)
69. Seller discloses, to the best of Seller's knowledge, that the property  DOES  DOES NOT currently receive  
 70. preferential tax treatment (e.g. Green Acres). (Check one.)
71. Seller certifies that any and all leases applicable to the property in effect as of the date of this Purchase Agreement  
 72. are terminable on or before the date of closing as specified in this Purchase Agreement.
73. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances or  
 74. underground storage tanks, except where herein noted.
75. \_\_\_\_\_
76. \_\_\_\_\_

VACANT LAND PURCHASE AGREEMENT

77. Page 3

78. Address 29291 Buffalo Run Callaway MN

79. PLEASE NOTE: Buyer may incur additional charges improving the property, including, but not limited to, hookup and/or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road access, curb cuts, utility connection and connecting fees; and tree planting charges.

82. SELLER CERTIFIES, TO THE BEST OF SELLER'S KNOWLEDGE, WHETHER ANY OF THE FOLLOWING PRESENTLY EXIST WITHIN THE PROPERTY:

- 84. Connection to public water? [ ] Yes [X] No
85. Connection to public sewer? [ ] Yes [X] No
86. Connection to private water system off property? [ ] Yes [X] No
87. Connection to electric utility? [ ] Yes [X] No

88. (Check appropriate boxes.)

89. PRIVATE SEWER SYSTEM

90. SELLER CERTIFIES THAT SELLER [ ] DOES [X] DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, see Private Sewer System Disclosure Statement.)

92. PRIVATE WELL

93. SELLER CERTIFIES THAT SELLER [ ] DOES [X] DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)

95. THIS PURCHASE AGREEMENT [ ] IS [X] IS NOT SUBJECT TO A PRIVATE SEWER AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)

97. IF A WELL OR SEPTIC SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A PRIVATE SEWER SYSTEM DISCLOSURE STATEMENT.

99. BUYER [X] HAS [ ] HAS NOT RECEIVED A VACANT LAND DISCLOSURE STATEMENT OR A SELLER'S DISCLOSURE ALTERNATIVES FORM.

100. DISCLOSURE ALTERNATIVES FORM.

101. Buyer acknowledges that no oral representations have been made regarding the property. Buyer relies solely on Seller's written disclosure forms or a written report prepared by an independent third-party inspector that has been provided to Buyer.

104. BUYER HAS RECEIVED INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.

105. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.

109. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a

110. [X] Warranty Deed or [ ] Other: Deed joined in by spouse, if any, conveying marketable title, subject to

- 111. (a) building and zoning laws, ordinances, state and federal regulations;
112. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
113. (c) reservation of any mineral rights by the State of Minnesota;
114. (d) utility and drainage easements which do not interfere with existing improvements;
115. (e) rights of tenants as follows (unless specified, not subject to tenancies):

116. ; and

117. (f) others (must be specified in writing):

118.

VACANT LAND PURCHASE AGREEMENT

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120. Address 29291 Buffalo Run Callaway MN

121.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes (Check one.)

122. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

123.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON (Check one.)

124. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and  
125. payable in the year or closing.

126.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as (Check one.)

127. of the date of this Purchase Agreement.

128.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as (Check one.)

129. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.  
130. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the  
131. assessments or less, as required by Buyer's lender.)

132. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
133. which is not otherwise herein provided.

134. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice (Check one.)

135. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
136. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before  
137. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and  
138. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide  
139. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare  
140. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
141. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
142. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and  
143. directing all earnest money paid hereunder to be refunded to Buyer.

144. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate (Check one.)

145. taxes due and payable in the year 20 16 .

146. Seller shall pay,  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes (Check one.)

147. due and payable in the year 20 16 . If the closing date is changed, the real estate taxes paid shall, if prorated,  
148. be adjusted to the new closing date.

149. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which  
150. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate  
151. taxes.

152. POSSESSION: Seller shall deliver possession of the property no later than IMMEDIATELY after closing.

153. All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and natural gas shall  
154. be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid  
155. petroleum gas on the day of closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND  
156. ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.



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158. **TITLE AND EXAMINATION:** Within a reasonable time period after acceptance of this Purchase Agreement, Seller  
159. shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches  
160. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer  
161. or Buyer's designated title service provider:
162. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
163. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
164. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
165. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if any.  
166. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in Seller's possession or  
167. control, for this property to Buyer or Buyer's designated title service provider.
168. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date  
169. if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any abstract for  
170. this property in Seller's possession or control to Buyer or Buyer's designated title service provider. If property is  
171. Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.
172. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not  
173. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in  
174. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer  
175. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare  
176. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
177. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
178. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
179. directing all earnest money paid hereunder to be refunded to Buyer.
180. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all  
181. subdivision expenses and obtain all necessary governmental approvals. This provision deals with the necessity of  
182. subdividing land to complete the sale of the property described herein in contrast to the subdivision provision of lines  
183. 51-52 which deals with the future development plans of Buyer. Seller warrants the legal description of the real property  
184. to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a  
185. right of access to the property from a public right of way. These warranties shall survive the delivery of the deed or  
186. contract for deed.
187. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures  
188. or tools furnished within the 120 days immediately preceding the closing. Seller warrants that Seller has not received  
189. any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance or  
190. regulation. If the property is subject to restrictive covenants, Seller warrants that Seller has not received any notice  
191. from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to  
192. Buyer immediately.
193. Seller agrees to allow Buyer reasonable access to the property for performance of any surveys, inspections or tests  
194. or for water, sewer, gas or electrical service hookup as agreed to herein. Buyer shall restore the premises to the same  
195. condition it was in prior to the surveys, inspections or tests and pay for any restoration costs relative thereto.
196. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for  
197. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property  
198. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's  
199. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
200. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
201. directing all earnest money paid hereunder to be refunded to Buyer.
202. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

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VACANT LAND PURCHASE AGREEMENT

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204. Address 29291 Buffalo Run Callaway MN

205. ENTIRE AGREEMENT: This Purchase Agreement, any attached exhibits and any addenda or amendments signed
206. by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or
207. oral agreements between Buyer and Seller. This Purchase Agreement can be modified or canceled only in writing
208. signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for
209. purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which may
210. effectively increase the cash outlay at closing or reduce the proceeds from the sale.

211. ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be
212. delivered.

213. DEFAULT: If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement
214. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or
215. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel the Purchase
216. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that the Purchase Agreement is
217. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute
218. 559.217, Subd. 4.

219. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
220. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
221. specific performance, such action must be commenced within six (6) months after such right of action arises.

222. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone
223. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
224. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
225. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

226. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender
227. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
228. obtained by contacting the local law enforcement offices in the community where the property is located
229. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
230. site at www.corr.state.mn.us.

231. NOTICE

232. \_\_\_\_\_ is  Seller's Agent  \_\_\_\_\_ Agent  Dual Agent  Facilitator.  
 (Licensee) (Check one.)

233. \_\_\_\_\_  
 (Real Estate Company Name)

234. \_\_\_\_\_ is  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) (Check one.)

235. \_\_\_\_\_  
 (Real Estate Company Name)

236. THIS NOTICE DOES NOT COMPLY WITH MINNESOTA STATUTORY AGENT DISCLOSURE REQUIREMENTS.

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VACANT LAND PURCHASE AGREEMENT

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DUAL AGENCY REPRESENTATION

239.

240. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

241.  Dual Agency representation DOES NOT apply in this transaction. Disregard lines 242-258.

242.  Dual Agency representation DOES apply in this transaction. Complete the procedure in lines 243-258.

243. Broker represents both Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a special agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

248. (1) confidential information communicated to Broker which includes price, terms or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

251. (2) Broker and its salespersons will not favor the interest of either party to the detriment of the other; and

252. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

254. With the knowledge and understanding of the nature of dual agency, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.

256. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

257. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

258. Date \_\_\_\_\_ Date \_\_\_\_\_

259. OTHER: \_\_\_\_\_

260. \_\_\_\_\_

261. \_\_\_\_\_

262. \_\_\_\_\_

263. \_\_\_\_\_

264. \_\_\_\_\_

265. \_\_\_\_\_

266. \_\_\_\_\_

267. \_\_\_\_\_

268. \_\_\_\_\_

269. \_\_\_\_\_

270. \_\_\_\_\_

271. \_\_\_\_\_

272. \_\_\_\_\_

273. \_\_\_\_\_

274. \_\_\_\_\_

VACANT LAND PURCHASE AGREEMENT

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277. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

279. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.
280.
281.
282.
283. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and on the terms and conditions set forth above.
I have reviewed all pages of this Purchase Agreement.

284. [ ] If checked, this Agreement is subject to attached Counteroffer Addendum.
285.

286. X [Signature] (Date)

X [Signature] (Date)

287. X Michael E. Bishop (Seller's Printed Name)

X William J. Quinn (Buyer's Printed Name)

288. X Married (Marital Status)

X Married (Marital Status)

289. X [Signature] (Date)

X [Signature] (Date)

290. X Aimee L. Smith (Seller's Printed Name)

X Jennifer A. Quinn (Buyer's Printed Name)

291. X Married (Marital Status)

X Married (Marital Status)

292. FINAL ACCEPTANCE DATE 9/14/2016

293. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
294. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

295. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
296. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
297. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

298. SELLER(S) Declined

BUYER(S) Declined

299. SELLER(S) Declined

BUYER(S) Declined

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275. Page 8

276. Address 29291 Buffalo Run Callaway MN

277. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

279. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.  
281. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and on the terms and conditions set forth above.  
I have reviewed all pages of this Purchase Agreement.

284.  If checked, this Agreement is subject to attached Counteroffer Addendum.

286. X [Signature] 4/9/16  
(Seller's Signature) (Date)

X [Signature] 4-11-2016  
(Buyer's Signature) (Date)

287. X Michael E. Bishop  
(Seller's Printed Name)

X William J. Quinn  
(Buyer's Printed Name)

288. X Married  
(Marital Status)

X Married  
(Marital Status)

289. X [Signature] 4/9/16  
(Seller's Signature) (Date)

X [Signature] 4-11-2016  
(Buyer's Signature) (Date)

290. X Aimee L. Smith  
(Seller's Printed Name)

X Jennifer A. Quinn  
(Buyer's Printed Name)

291. X Married  
(Marital Status)

X Married  
(Marital Status)

292. FINAL ACCEPTANCE DATE 9/14/2016

293. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).  
294. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

295. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION  
296. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,  
297. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.  
298. SELLER(S) Declined BUYER(S) Declined  
299. SELLER(S) Declined BUYER(S) Declined

MN:VLP-8 (8/07)

