Presbytery of Northern Waters
Special Presbytery Meeting
Via Zoom
Minutes
August 22, 2024, 2023, at 10:00am

Call to Order

- Commissioned Ruling Elder (CRE) Chip Holt, Vice - Moderator.

  Chip Holt, Vice-Moderator, announced that the Moderator, Dianna Bell, asked him to moderate the meeting. There were no objections from the Presbytery.

  Chip Holt called the meeting to order at 10:00 am.

Opening Prayer

- CRE Chip Holt opening prayer.

  Chip Holt opened the meeting with prayer.

Declaration of a Quorum

- Rev. Brad Carloss, Stated Clerk, declaration of quorum.
  - At least three Ministers of Word and Sacrament and three ruling elders were present from different congregations.
    Brad Carloss, Stated Clerk, declared a quorum.
  - Without objection, Amanda will serve as Recording and Minutes.
    There were no objections. Therefore, Amanda Keppers served as Recording and Minutes Clerk.

Approval of the Docket

The purpose of the Special Call Meeting was read and accepted by those present. The docket was approved unanimously following the reading of the purpose.

Purpose of Special Call—Chip Holt

The purpose of the meeting is to consider action on the following:

> To approve the sale of a piece of property jointly owned by First United Church of Coleraine and Bovey and Bethel-Trinity Lutheran Church in Bovey.

All supporting documentation was provided via email and the Presbytery of Northern Waters website prior to the meeting.

MSC- Motion to approve the sale of the property jointly owned by First United Church of Coleraine and Bovey and Bethel-Trinity Lutheran Church in Bovey was made by Dorothy Duquette, seconded by Sue Hendrickson, discussed, and carried unanimously.

The Vacant Land Purchase Agreement presented to Presbytery for approval follows:

VACANT LAND PURCHASE AGREEMENT

This Purchase Agreement is entered into on August 20, 2024 by and between First United Church of Coleraine & Bovey, a corporation under the laws of Minnesota, AND Bethel-Trinity Lutheran Church, a corporation under the laws of Minnesota, as Seller, and The Range Holdings, LLC, a Minnesota limited liability company, as Buyer.

THE SALE. Seller agrees to sell and Buyer agrees to purchase the property legally described as:

> Northeast Quarter of the Northeast Quarter (NE!/4 of NE1/4), Section Thirty-two (32), Township Fifty-six (56) North, Range Twenty-four (24), West of the Fourth Principal Meridian, lying South of US Highway 169, AND LESS the West 660.02 feet, and lying North of the Duluth, Mesabi and Iron Range railway right-of-way.
> Exact legal description to be determined by title examination.
> Parcel No. 86-032-1121

Located at the City of Bovey, State of Minnesota, County of Itasca, including all plants, shrubs and trees, IF ANY, located on the Property, all of which property Seller has this day sold to Buyer for the sum of Forty-five Thousand and 00/100 Dollars ($45,000.00), which Buyer agrees to pay in the following manner: Earnest money of $1,000.00, payable to First American Title in Grand Rapids, MN, to be held in escrow, and $44,000.00 cash on the closing date.

Closing date shall be on or before September 30, 2024.

Attached is one Closing Costs Addendum which is made a part of this agreement.

SUBJECT TO performance by Buyer, seller agrees to execute and deliver a Warranty Deed, conveying marketable title to the premises subject only to the following exceptions:
(1) Building and zoning laws, ordinances, State and Federal regulations. (2) Restrictions relating to use or improvement of the premises without effective forfeiture provision. (3) Reservation of any minerals or mineral rights. (4) Utility and drainage easements which do not interfere with present improvements. (5) Rights of tenants, if any.

REAL ESTATE TAXES. There are no real estate taxes and special assessments due in the year 2024. Buyer agrees to assume on the date of closing all municipal special assessments, levied and pending. Buyer shall pay taxes due and payable in the year 2025 and thereafter and any unpaid installments of municipal special assessments payable therewith and thereafter. Seller makes no representation concerning the amount of future real estate taxes.

CLOSING COSTS. The closing costs are set forth on the Closing Costs Addendum attached hereto.

PRORATIONS. All interest; unit owner's association dues; rents; and charges for city water, city sewer, electricity and natural gas, IF ANY, shall be prorated between the parties as of the date of

closing.

WARRANTIES. Seller warrants they have title to the subject property and full authority to convey. Seller warrants that the premises **are not** connected to city sewer and city water.

AS IS. Buyer acknowledges that the Seller is selling this property in "AS IS" condition with no warranties, express or implied, as to habitability or fitness.

POSSESSION. Seller agrees to deliver possession not later than date of closing.

TITLE & EXAMINATION. Seller shall, at Seller's cost, within a reasonable time after acceptance of this agreement, furnish a commitment for title insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens. Buyer shall be allowed 10 business days after receipt of said commitment for examination of title and making any objections which shall be made in writing or deemed waived. If any objection is so made, Seller shall have 10 business days from receipt of Buyer's written title objections to notify Buyer of Seller's intention to make title marketable. If notice of Sellers intent to correct title is given, payments hereunder required shall be postponed pending correction of title. Upon correction of title and within 10 days after written notice from Seller to Buyer that title has been corrected, the parties shall perform this Purchase Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, this Purchase Agreement shall be null and void, at option of Buyer; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer; Buyer and Seller agree to sign cancellation of Purchase Agreement. Buyer shall pay the entire premium for any lender's or owner's policy, if obtained.

TITLE CORRECTIONS AND REMEDIES. Seller shall use Seller's best efforts to provide marketable title by the closing date. If Seller has not provided marketable title by the closing date, (a) Seller shall have an additional 30 days to make title marketable; or (b) Buyer may waive title defects by written notice to Seller; and (c) in addition to the 30 day extension, Buyer and Seller may agree to extend the closing date. If the closing date is not extended, either party may declare this Agreement null and void, the parties shall immediately sign a cancellation of purchase agreement in confirmation, and earnest money will be refunded to Buyer. If this Agreement is voided for Seller's failure to provide marketable title, neither party shall be liable for damages.

DEFAULT. If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this agreement, and on such termination all payments made hereunder shall be retained by Seller and Agent, as their respective interest may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this agreement, provided this agreement is not terminated and action to enforce specific performance is commenced within six months after such right of action arises. In the event Buyer defaults in his/her performance of the terms of this Agreement, the Seller may serve a Notice of Cancellation upon the Buyer pursuant to MSA 559.217.

WELL DISCLOSURE. Seller certifies that there are no wells on the property.

SEPTIC DISCLOSURE. Seller certifies that there is no individual septic treatment system on the property.

NOTICE REGARDING PREDATORY OFFENDER INFORMATION. Information about the predatory offender registry and persons registered in it under Minn. Stat. §243.166 can be obtained by contacting the local law enforcement offices in the community where the property is located, or the Minnesota Department of Corrections at (651) 642-0200 or at its web site, www.corr.state.mn.us.

METHAMPHETAMINE PRODUCTION DISCLOSURE. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2(m).) Seller **is not** aware of any methamphetamine production that has occurred on the Property.

WAIVER. Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or abridge any obligation for Seller disclosure created by any other law.**

ACCEPTANCE. Buyer understands and agrees that this sale is subject to acceptance by Seller in writing.

I, the owner, of the premises, accept this agreement and the sale hereby made.

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

SELLER:	**BUYER:**
First United Church of Coleraine & Bovey By: Candace I Deal Candace I Deal (printed name) Clerk of Session (title) Bethel Trinity Lutheran Church By: Loren G Sulberg Treasurer Bethel Trinity (printed name) Loren Sulberg (title)	The Range Holdings, LLC By: Christopher Champlin Christopher Champlin (printed name) CFO (title)

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Itasca County Parcel Information System
Itasca County's Web Site

Tue, Aug 13, 2024

Parcel Info Data Date: August 13, 2024
CRV Info Data Date: August 13, 2024
Payment Detail Data Date: August 13, 2024

Parcel Information | CRV Information | Lake Finder | FAQ | Request Info

Payable 2024 Property Tax Statement

Record Details **Parcel Number: 86-032-1121**

Owner of Record
FIRST UNITED CHURCH
COLERAINE/BOVEY
PO BOX 880
COLERAINE MN 55722

2024 Tax:	$0.00
2024 Special Assessments:	$0.00
2024 TOTAL Tax and Assessments:	$0.00

2024 Payment Detail

First Half	N/A
Second Half	N/A

Tax District (# / Name):	86 / BOVEY CITY
Plat Description:	
Legal Description:	E 1/2 OF NE NE LYG SLY OF THE SLY ROW OF HWY
Deeded Acres:	6.55
Section-Township-Range:	32-056-24
School District:	316
Lake (# / Name):	

Payable 2024 Assessment Data

	Estimated Value	Taxable Value
Land	$23,600	$0
Building	$0	$0
TOTAL	$23,600	$0

Class Code(s)
725 -- Churches and Houses of Worship

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Adjournment and Closing Prayer— CRE Chip Holt or designee.

MSC- A motion to adjourn the meeting was moved, seconded and carried.
Chip Holt, Vice-Moderator, closed the meeting with prayer.
The meeting closed at 10:06 am.

Report of Roll

- Teaching Elders: 14
  - Present:
    - Matthew Arneson, *Phillips*
    - Dianna Bell, Moderator, *Honorably Retired*
    - Richard Blood, *General Presbyter*
    - Brad Carloss, *Stated Clerk*
    - James Deters, *Ashland*
    - Dorothy Duquette, *Bovey, Calumet, Coleraine, Lawron*
    - Dewey Johnson, *Rice Lake*
    - Kari Jutila, *Lakeside Duluth*
    - Corey Larsen, *Ely*
    - Lawrence Lee, *Bayfield*
    - Eric Peterson*, Manitowish Waters*
    - Jason Schiller, *Grand Rapids*
    - C. Arlin Talley, *Honorably Retired*
    - Robyn Weaver, *Duluth Glen Avon*
  - Excused:
    - Katherine Bell, *St. Louis County Chaplain*
    - Karen Schuder, *Member-at-Large*
    - Kathy Walker*, First Eau Claire*
- CRE: 3
  - Present:
    - Chip Holt, Vice-Moderator, *Bemidji*
    - Katie Larson, *Hibbing*
    - Ed Williams*, Chippewa Falls*
- Commissioners: 9
  - Present:
    - Candy Deal, *Coleraine*
    - Hope Dougherty, *Manitowish Waters*
    - Sue Hendrickson, *Country Peace Superior*
    - Barb Meyer, *Grand Rapids*
    - Angela Michler, *Phillips*
    - Phil Peterson, *Bayfield*
    - Elizabeth Sola, *First Duluth*

Peggy Smith*, Calumet*
Michael Van Uytven, *Ashland*

Excused:

Peggy Lundeen, *Pike Lake Duluth*

- Council: 1

  Present:

  Mary Voss, Personnel
- Observer/Visitor:
- Staff: 1

  Present:

  Amanda Keppers, *Office Administrator and Minutes Clerk*
- Total: 28

Minutes respectfully submitted by

Amanda Keppers,
Roll and Minutes Clerk

Special Meeting Minutes approved by Council January 28, 2025