

**OPTION AGREEMENT**  
**BETWEEN**  
**THE PRESBYTERY OF THE TWIN CITIES AREA**  
**AND**  
**HOMESTEAD COMMUNITY CHURCH**

**1. OPTION AGREEMENT, COMMENCEMENT DATE, AND PARTIES**

This *Option Agreement Between The Presbytery Of The Twin Cities Area And Homestead Community Church* ("**Option Agreement**") is made and entered into to become effective on the \_\_\_\_ day of \_\_\_\_\_, 2026 ("**Commencement Date**"), by and between the Presbytery of the Twin Cities Area ("**Seller**") and Homestead Community Church ("**Purchaser**") , each individually a "**Party**" and collectively the "**Parties**".

**2. RECITALS**

**2.1 Seller**

Seller is a mid-council governing body of the Presbyterian Church (U.S.A.), a Minnesota non-profit corporation who owns the land and improvements located at 602 Vermillion Street, Minnesota (collectively, "**Seller's Property**"), legally described as follows:

Lots One (1) and Two (2) of Block Forty Four (44), Town of Hastings, according to the plat thereof now on file and record in the office of the Registrar of Deeds, Dakota County, Minnesota.

**2.2 Purchaser**

Purchaser is a congregation of the Assemblies of God and a Minnesota non-profit corporation that desires an option to purchase Seller's Property. Purchaser currently leases Seller's Property pursuant to the Lease Provisions of that *Lease Between The Presbytery Of The Twin Cities area And Homestead Community Church*, which commenced on March 1, 2026 ("**2026 Lease**").

**3. OPTION MONEY AND SUFFICIENCY OF CONSIDERATION**

For and in consideration of \$1,000.00 ("**Option Money**") and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following agreements, assumptions, conditions, covenants, indemnities, limitations, promises, provisions, obligations, recitals, requirements, warranties, and other terms of this Option Agreement (collectively, "**Option**

**Agreement Provisions”).** In the event that Purchaser exercises the Purchase Option within the initial option period or any extension thereof and is not in default in any Option Agreement Provisions, the Option Money will apply toward the Purchase Price at closing.

**4. GRANT OF PURCHASE OPTION**

The Seller hereby grants to Purchaser the exclusive and irrevocable option to purchase, in accord with the Option Agreement Provisions all of Seller’s Property (**“Purchase Option”**).

**5. EXERCISE OF OPTION**

This Purchase Option may be exercised by the Purchaser at any time prior to midnight on February 28, 2028, by giving effective notice to Seller prior to that date and time.

**6. EXTENSION**

Provided Purchaser has extended that *Lease Between The Presbytery of The Twin Cities Area And Homestead Community Church* effective March 1, 2026, Purchaser will be entitled to extend the time within which this Purchase Option may be exercised to midnight on February 28, 2029, by giving effective notice to Seller at least 90 days before February 28, 2028, that notice to include a payment to Seller in cash or by cashier’s check of the additional sum of \$500.00, which will become part of the Option Money.

**7. FAILURE TO EXERCISE OR DEFAULT BY PURCHASER**

In the event Purchaser fails to exercise this Purchase Option, or in the event of any default by the Purchaser after the exercise of this Purchase Option, all Option Money paid by the Purchaser to the Seller upon the execution of this Option Agreement, or upon any extension, will be retained by the Seller as liquidated damages and as consideration for the granting of this Purchase Option to the Purchaser, and all rights of the Purchaser under this Option Agreement will terminate.

**8. TITLE**

**8.1 Title Examination**

Within 60 days after Purchaser has exercised the Purchase Option, Seller will deliver to the Purchaser a commitment for an owner’s title insurance policy covering the Seller’s Property. Purchaser will have 15 days after effective receipt of the title commitment to provide Seller with written objections (**“Objection Period”**). Purchaser will be deemed to have waived any title objections not made within the Objection Period.

## **8.2 Title Corrections**

Seller will have 25 days in which to make the title good and marketable or insurable and will use due diligence in an effort to do so. If after using due diligence, Seller is unable to make the title acceptable to Purchaser, Purchaser can either accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect or cancel this Agreement. If this Option Agreement is thus canceled, all Option Money will be returned to the Purchaser, and this Option Agreement will terminate without further obligation of either Party to the other. If title is acceptable to Purchaser, the closing will occur within 30 days after expiration of the "title review period". At closing, Seller will convey title to Purchaser by Limited Warranty Deed subject only to exceptions in the accepted title insurance policy.

## **9. PURCHASE PRICE**

### **9.1 Purchase Price**

The purchase price for the Seller's Property will be \$350,000.00 ("**Purchase Price**"), subject to adjustments as provided in Sections 3 and 9.2.

### **9.2 Credits Under 2026 Lease**

The Purchase Price may be reduced by an amount up to \$50,000.00 in credits given by the Seller for expenses for either (a) minor alterations made under 2026 Lease Section 19.2.A. or (b) major alterations made under 2026 Lease Section 19.2.B. to the Seller's Property that Purchaser completed during the Term or Extended Term (if any). Credits will be given only for work totaling more than \$5,000.00 per completed project, provided Seller and Purchaser agreed that such expenses would be applied to the Purchase Price at the time the expenses were incurred.

### **9.3 Purchase Price Payment**

The purchase Price after the application of the option money will be paid by Purchaser to Seller in cash. Closing will take place within 30 days of Seller's delivery to Purchaser of an acceptable Title Certificate as provided for in Section 8.2.

## **10. SALE EXPENSES**

In the event that Purchaser exercises his option to purchase the subject property, Seller agrees to pay all costs and expenses of the sale including Seller's attorney fees recording fees, and any and other costs attributable to the preparation of the Limited Warranty Deed, Title Certificate, and any other closing documents. However, Seller will not pay Purchaser's attorney's fees and costs.

**11. POSSESSION**

Purchaser will be entitled to possession of the property at closing.

**12. RIGHT OF ENTRY**

During the term of this Option or any extension hereof, Purchaser will be entitled to enter upon the Seller's Property for the purpose of conducting soil tests, engineering studies, and surveys.

**13. TAXES**

Taxes will be prorated as of the date of closing.

**14. DEFAULT**

This contract will be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

**15. NOTICES**

**15.1 Written Notice Required**

Any accounting, approval, bill, consent, demand, election, notice, request, waiver, or other communication (collectively, "**Notice**") that any Party or any other entity is required to give, or is provided may be given, in this Option Agreement will be in writing and will be directed as follows:

**15.1.1 To Landlord:**

Presbytery of the Twin Cities Area  
Attn: Stated Clerk  
2115 Cliff Drive  
Eagan, MN 55122

**15.1.2 To Tenant:**

Homestead Community Church  
Attn: Pastor  
344 3<sup>rd</sup> Street  
Farmington, MN 55024

**15.2 How Notices May Be Delivered**

Notices may be:

- A.** Delivered personally;
- B.** Sent by first class, certified United States Mail, return receipt requested, postage prepaid.

**15.3 When Notices Are Effective**

Notices are effective and any time periods associated with them begin:

- A.** On delivery if delivered personally;
- B.** On the date shown on the return receipt if mailed.

**15.4 Notice Refused Or Cannot Be Delivered**

Refusal to accept a Notice or the inability to deliver a Notice because the addressee has not informed the sender of a change in address or because addressee has not maintained a mailing address will not defeat or delay a notice's effective date. When delivery of Notice is refused, the effective date is the date of refusal. When delivery cannot be made because the addressee has not informed the sender of a change of address or has not maintained a mailing address, the effective date is the date postal authorities designate the Notice as undeliverable.

**16. CHANGE IN NOTICE ADDRESS AND NUMBER OF NOTICES**

Either Party may change the address to which notice must be delivered by notice given to both Parties. Neither Party may require that notice be delivered to more than two addresses.

**17. EXECUTION**

Landlord and Tenant have executed this Option Agreement on the dates shown below to be effective on the Commencement Date.

[SIGNATURE PAGES FOLLOW]

**SELLER'S SIGNATURE PAGE**  
**FOR OPTION AGREEMENT**  
**BETWEEN THE PRESBYTERY OF THE TWIN CITIES AREA**  
**AND HOMESTEAD COMMUNITY CHURCH**

**SELLER:**

**Presbytery of the Twin Cities Area**

By: \_\_\_\_\_

Printed Name: John H.G. Curtiss

Title: Stated Clerk

Date: \_\_\_\_\_, 2026

By: \_\_\_\_\_

Printed Name: Paul Moore

Title: Moderator

Date: \_\_\_\_\_, 2026

STATE OF MINNESOTA     )  
                                          ) ss.  
COUNTY OF DAKOTA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by John H.G. Curtiss, Stated Clerk, and Paul Moore, Moderator, of the Presbytery of the Twin Cities Area, on behalf of the Presbytery.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**PURCHASER'S SIGNATURE PAGE**  
**FOR OPTION AGREEMENT**  
**BETWEEN THE PRESBYTERY OF THE TWIN CITIES AREA**  
**AND HOMESTEAD COMMUNITY CHURCH**

**PURCHASER:**

**Homestead Community Church**

By: \_\_\_\_\_

Printed Name: Jeff Kerr

Title: Pastor

Date: \_\_\_\_\_, 2026

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

STATE OF MINNESOTA     )  
                                          ) ss.  
COUNTY OF DAKOTA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2026, by Jeff Kerr, Pastor, and \_\_\_\_\_,  
of the Homestead Community Church, on behalf of the Church.

\_\_\_\_\_  
Notary Public  
My commission expires:  
  
\_\_\_\_\_