

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of this ~~22nd~~ ^{12th} day of January, 2015 (the "Effective Date") between, ~~The Housing and Redevelopment Authority~~ The City of Ramsey, a Minnesota municipal corporation, ("Seller"), and WESTCO Properties, LLC, a Minnesota limited liability company ("Buyer").

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In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **PREMISES.** Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, the following (~~collectively~~, the "Premises"):

~~A.~~ The real property located 6590 141st Avenue NW, Ramsey, County of Anoka, State of Minnesota, comprising PID # 27-32-25-44-0003, legally described in EXHIBIT A attached hereto and depicted on EXHIBIT A-1 attached hereto, together with all easements, tenements, hereditaments, and appurtenances belonging thereto (the "Land"); ~~and.~~

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2. **PURCHASE PRICE.** The purchase price shall be \$985,000.00 Buyer will pay upon the following terms:

A. \$3,000.00 Earnest money, The Earnest Money shall be placed and held by Escrow Agent in its commercial interest bearing account in accordance with the terms of this Agreement and shall be credited against the Purchase Price in favor of Buyer at closing. Any and all interest accruing on the Earnest Money pursuant to this Agreement shall be paid to Buyer and shall accrue solely for Buyer's benefit. If Buyer provides Seller with written notice of Buyer's waiver or satisfaction of all the conditions to closing set forth in Section 5 of this Agreement, then the Earnest Money shall be deemed non-refundable to Buyer, except as otherwise provided in Sections 3.D, 5, 6, 9, 16, 18, 19, 28.A or elsewhere in this Agreement.

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B. ~~\$2,000.00~~ \$2,000.00 Cash, the balance of the Purchase Price shall be paid (subject to prorations, reductions and credits as provided below) by wire transfer, certified check or cashier's check at the closing.

3. **TITLE TO BE DELIVERED: COMMITMENT: SURVEY: TITLE OBJECTIONS.**

A. Title To Be Delivered. At closing, **Seller** agrees to convey Marketable Fee Simple Title to the Premises. For purposes of this Agreement, the term "Marketable Fee Simple Title" means title to the Premises that, when acquired by Buyer, will be insurable by the Title Company under its current form ALTA

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Owner's Title Insurance Policy and is also free and clear of all liens, encumbrances, easements, covenants, conditions restrictions adverse claims and other matters, other than the Permitted Exceptions (defined on Exhibit B attached hereto and made a part hereof).

- B. Commitment.** As soon hereafter as reasonably possible, **Seller**, at its sole cost and expense, shall cause to be issued and delivered to Buyer, a Commitment covering the Premises issued by the Title Company wherein the Title Company agrees to issue to Buyer upon the recording of the Deed, (defined herein) and the conveyance documents described herein, a current form of ALTA Owner's Title Insurance Policy ("Commitment"), with standard coverage, in the full amount of the purchase price. The Commitment shall be accompanied by copies of all recorded documents affecting the Premises, and shall include searches for real estate taxes and pending and levied special assessments. **Buyer** shall deliver a copy of the Survey (defined herein) to Title Company so that the initial Commitment may be amended or supplemented to contain any survey exceptions to title.
- C. Survey.** **Seller**, at its sole cost and expense, shall provide a current ALTA/ACSM Land Title Survey ("Survey") of the Premises prepared by a duly licensed land surveyor in the State of Minnesota.
- D. Title Objections.** **Buyer** shall have until thirty (30) days from the date it receives the latter of the Commitment or Survey (or any update or supplement thereto) to make its objections to matters disclosed in the Commitment or Survey (or any update or supplement thereto) in writing to Seller. Any exception disclosed in the Commitment or Survey (or any update or supplement thereto) and not timely objected to by Buyer within the thirty (30) day period shall be deemed a "Permitted Exception" hereunder. Seller shall have until thirty (30) days after it receives such objections to have the same removed or satisfied, using commercially reasonable efforts, or Title Company agrees to insure over said defect based on Seller's Letter of Undertaking. If Seller shall fail to have such objections removed within that time, then Buyer may, as its sole remedy, either (a) terminate this Agreement without any liability on its part and receive the Earnest Money (together with any accrued interest) back, (b) waive such objections in writing and proceed to closing with the understanding that such uncured objections shall be deemed Permitted Exceptions at closing, or (c) attempt to cure such uncured objections, in which event Buyer shall have an additional thirty (30) days to attempt to cure such objections, and if Buyer is not successful in curing such objections, Buyer shall then have the right to either terminate this Agreement pursuant to clause (a) above, or waive such objections pursuant to clause (b) above. Seller shall use reasonable efforts to cure or have Title insure over (i) mortgage or deed of trust financing or similar liens given for security or collateral purposes, (ii) state, federal or local tax liens or liens for the nonpayment of special assessments, and (iii) any other judgment liens or non-consensual monetary liens (collectively, "Liens"), it being the understanding and agreement that any such Liens will be satisfied out of Seller's proceeds at closing, if not sooner paid.

4. REPRESENTATIONS AND WARRANTIES. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that:

- A. Seller has Marketable Fee Simple Interest to the Premises.
- B. Each of the persons executing this Agreement on behalf of Seller does hereby represent and warrant that the execution and delivery of this Agreement by Seller will not constitute a default under any indenture, agreement, contract, mortgage or other instrument to which Seller is a party.
- C. ~~Seller warrants that~~ To the best of the Seller's knowledge, there are no underground storage tanks on the Premises.
- D. Seller has not used the Premises for storage or disposal of hazardous substances and Seller has no actual knowledge that any other persons have so used the Premises.
- E. Seller has received no notice of any violation of any zoning, building, health and safety, fire safety and environmental codes and laws from the **City of Ramsey**, or other local authority.
- F. Seller has received no notice of a violation of any statutes, ordinances, regulations, judicial decrees or orders, or the pendency of any lawsuits, administrative or arbitration hearings or governmental investigations or proceedings affecting the Premises.
- G. To the best of Seller's knowledge, there are no environmental proceedings, applications, petitions, resolutions, or other matters pending before any governmental agency, which would affect the Premises in any manner.
- H. To the best of Seller's knowledge there are no environmental proceedings, applications, petitions, court pleadings, resolutions, investigations, by public or private agencies, or other matters pending which could prohibit, impede, delay, or adversely, affect the use of the Premises.
- I. The Premises will, as of the date of closing, be free and clear of all liens, security interests, encumbrances, leases or other restrictions or objections to title other than the Permitted Exceptions.
- J. The Premises is not within a flood zone.
- K. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate" as defined in Section 1445 of the Internal Revenue Code.
- L. The sale of the Premises is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- M. To the best of Seller's knowledge the Premises is served by municipal water and sewer. ~~Gas, electric, and telephone service, lines and systems (collectively, "Utilities") are or will be available and installed to the property line of the Premises through public right of ways, public utility easements or valid private, perpetual, appurtenant, irrevocable easements assignable to Buyer, on or before closing at Seller's sole expense.~~
- N. There are no management, maintenance or service contracts, leases, licenses, purchase agreements, purchase options, rights of first refusal, or other unrecorded agreements affecting the Premises that will survive closing. Seller agrees not to enter into any new, or modify any existing, written or oral service contracts, leases, licenses or other recorded or unrecorded agreements affecting the

Premises hereafter without Buyer's prior written consent which may be withheld in Buyer's reasonable discretion.

The representations and warranties set forth in this Section 4 shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time and all such representations, warranties and covenants shall survive closing for a period of six (6) months and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto and shall not merge into Seller's deed being delivered at closing. Seller agrees to indemnify and hold Buyer harmless from and against and to reimburse Buyer with respect to any and all claims, demands, causes of action, loss, damage, liabilities, and costs (including attorney's fees and court costs) asserted against or incurred by Buyer by reason of or arising out of the breach of any representation, warranty or covenant as set forth in this Section 4 for a period of six (6) months after closing.

5. BUYER'S CONTINGENCIES. Unless waived by Buyer in writing, Buyers obligation to purchase the Premises shall be subject to Buyer being able to satisfy the following contingencies on or before closing. The sufficiency of the contingencies will be determined by Buyer, in Buyer's sole discretion. If any of these conditions is not satisfied by the date herein, Buyer, has the option to terminate this Agreement by giving written notice of termination to Seller by 5:00 p.m. on the date thereof, time being of the essence, in which case Buyer and Seller must sign a Cancellation of Purchase Agreement and all earnest money will be returned to the Buyer within five (5) business days. Buyer may waive any condition in Buyer's sole and absolute discretion. The failure of Buyer to terminate the Agreement by the date provided in each of the following contingencies shall be a waiver of the condition:

- A. The ability of Seller to convey marketable fee title to the Premises, free and clear of any and all liens.
- B. Buyer to obtain suitable financing in a form and amount acceptable to Buyer in it's sole discretion by ~~June 18th~~^{May 27th}, 2015.
- C. Buyer to receive ~~site plan and plat approval~~^{all necessary and appropriate City approvals} for the construction of a building of Buyer's design on the property by ~~June 18th~~^{May 27th}, 2015.
- D. Buyer shall review ~~all the documentation~~^{receive the ALTA survey} required from Seller ~~as detailed in Paragraph 14~~ by ~~March 26th~~^{February 18th}, 2015 ~~or thirty (30) days from actual receipt of requested materials.~~

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6. PERMITTED ACCESS AND INSPECTION. Buyer's performance of this Agreement is expressly conditioned upon Buyer's inspection and approval of the Premises, which inspection shall be made within 30 days after the "Effective" Date. During the term of such inspection, Buyer and its authorized representatives shall be permitted access to the Premises at reasonable times for the purposes of architectural inspection and design studies, and such soil borings and environmental assessment as are deemed necessary by Buyer. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against any and all claims, causes of action or expenses, including attorney's fee, relating to or arising from Buyer's presence on the Premises prior to the Closing Date. Buyer agrees to repair any damage to the Premises caused by such inspections and to return the Premises to substantially the same condition as existed prior to Buyer's inspection. If said inspection

is, in Buyer's sole discretion, unsatisfactory to Buyer, Buyer shall notify Seller of the same in writing prior to five (5) days from date thereof and this Agreement shall be null and void and all Earnest Money shall be refunded to Buyer within five (5) business days of such notice. Failure of the Buyer to provide this written notice within the prescribed time shall be a waiver of this condition.

7. **REAL ESTATE FEES.** Seller agrees to pay real estate commissions, at closing, in the amount of three and one half percent (3.5%) of the purchase price to Buyer's Broker, Premier Commercial Properties, Inc. ~~Buyer.~~ Seller is represented by CBRE and will be paid, at closing, in the amount of three and one half percent (3.5%) of the purchase price. Buyer and Seller acknowledge no other Brokers in this transaction.

8. **DUAL AGENCY.** PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

XX Dual Agency representation **DOES NOT** apply in this transaction.

Dual Agency representation **DOES** apply in this transaction. .

Broker represents both the Seller(s) and the Buyer(s) of the Premises 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 dual agent in this transaction without the consent of both Seller(s) and Buyer(s).** Seller(s) and Buyer(s) acknowledge that :

- (1) confidential information communicated to Broker which regards 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;
- (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

(Seller)

(Buyer)

(Seller)

(Buyer)

(Date)

(Date)

9. HAZARDOUS WASTE AND TOXIC SUBSTANCES. Seller will provide copies all information to Buyer, within 10 days, of any Phase I and/or Phase II or any other Environmental tests that have been performed on the Premises within the last twenty four (24) months of the Effective Date.

The Buyer, at its' own expense, may perform additional environmental testing to confirm that the Premises are free and clear of any hazardous wastes or toxic substances. If such tests determine that said Premises are contaminated and Seller does not correct said contamination, this Agreement shall be voidable, at Buyer's option, by written notice by Buyer to Seller of same prior to the Closing Date and all earnest money refunded to the Buyer and Buyer shall have no further recourse against Seller.

~~10. **LIKE KIND EXCHANGE.** Buyer acknowledges that Seller may elect to structure the sale of the Premises as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Buyer further acknowledges and agrees that Seller may assign all of Seller's rights and obligations hereunder to an exchange intermediary; provided, such assignment shall not be deemed a release of Seller from any obligations hereunder. Buyer agrees to cooperate with Seller in response to Seller's reasonable requirements in connection with such exchange; provided that Buyer shall not be required to incur additional cost or liability, in connection therewith.~~

~~11.~~**10. REPRESENTATIONS OF BUYER.** The party signing this Agreement on behalf of Buyer, hereby represent and warrant to Seller that such persons have all authority to sign this Agreement on behalf of Buyer.

~~12.~~**11. REPRESENTATIONS OF SELLER.** The party signing this Agreement on behalf of Seller, hereby represent and warrant to Buyer that such persons have all authority to sign this Agreement on behalf of Seller.

~~13.~~**12. PERSONAL PROPERTY.** This paragraph intentionally omitted.

~~14. **DOCUMENTATION TO BUYER.** Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at no cost to Buyer, complete and accurate copies of the following:~~

~~A. A copy of the current property tax statement year 2015.~~

~~15.~~**13. B. A current Property ALTA survey.** This paragraph intentionally omitted.

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~~16.~~**14. SECURITY DEPOSITS.** This paragraph intentionally omitted.

~~17.~~**15. LEAD AND ASBESTOS DISCLOSURE.** This paragraph intentionally omitted.

~~18.~~**16. SELLER'S DUTY OF MAINTENANCE AND REPAIR.** Between the date hereof and the date of closing, except for Buyer's indemnification obligations set forth in Section 6, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Premises, the Improvements thereon, and

all persons, whether employees or otherwise, and all property from and connected to the Premises. Seller agrees to keep the Premises continually insured during the term of this Agreement under a policies of (i) commercial general liability insurance with policy limits of not less than \$1,000,000 per incident, and (ii) fire, hazard and all risk property insurance in amount equal to one hundred percent (100%) of the replacement value of the Improvements. Until the closing, Seller shall have the full responsibility for the continued operation, maintenance and repair of the Premises, normal wear and tear excluded.

19-17. CONDEMNATION. If, prior to the closing, the Premises shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with ant accrued interest) shall be refunded to Buyer. If Buyer does not exercise its right of termination, (i) any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for the benefit of Buyer and paid to Buyer at closing; and (ii) the "Premises" shall thereafter be defined to mean the Premises less the portion taken by eminent domain or condemnation. In no event shall the Purchase Price be increased by the amount of any such proceeds.

20-18. CASUALTY. If, prior to the closing, the Premises or the Improvements are materially damaged or destroyed, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with any accrued interest) shall be refunded to Buyer. If the Premises or Improvements are not materially damaged or destroyed or Buyer does not exercise its right of termination, Seller shall proceed forthwith to repair the damage to the Premises and Improvements and any and all proceeds arising out of such damage or destruction, if the same be insured, shall be held in trust by Seller for the benefit of such repair. In no event shall the Purchase Price be increased by the amount of any such proceeds. The words "materially damaged or destroyed" for the purposes of this Section 19 shall mean the Premises incurs damage in excess of \$50,000.00 and said damage cannot be repaired on or prior to closing.

21-19. AS IS PURCHASE. Buyer acknowledges that the Premises being purchased by Buyer, together with the other improvements, fixtures, appliances and other items of Personal Property that will remain with the Premises are not new, and are being purchased "AS IS." Buyer has the right and duty to inspect the Premises and Personal Property being purchased with the Premises, or have them inspected by a person of Buyer's choice, at Buyer's expense. It is understood by the Buyer that the Buyer accepts the Premises and Personal Property "AS IS" without any Representations or Warranties by the Seller except as expressly stated in this Agreement. Except as expressly provided in this Agreement, the Seller shall have no further responsibility or liability with respect to the condition of the Premises or Personal Property being sold with the Premises. This provision shall survive the delivery of the General Warranty Deed at Closing.

22-20. DISCLOSURE. This paragraph intentionally omitted.

23-21. INVENTORY. This paragraph intentionally omitted.

24.22. PATRIOT ACT. Buyer is not named, and is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub L 107-56, 115 Stat 272 ("USA Patriot Act"), Executive Order # 13224 or any other Executive Order or the United States Treasury Department as a terrorist, "Specially Designated Nation and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Buyer is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group entity, or nation.

Buyer's full, legal, and complete name(s) is/are Westco Properties, LLC. Buyer is not known as, and does not employ any other names or aliases. Buyer shall deliver to Seller such proof of identity that Seller may reasonably require.

23. CLOSING DATE. Subject to the fulfillment or waiver of the conditions hereof, and provided that all of the covenants, representations and warranties of Seller are true and correct on the closing date as though made on such date, the closing of the purchase and sale shall take place on or before ~~June 24th~~ ~~April 7th~~, 2015. The closing shall take place at the offices of Title Company or at such other place as Seller and Buyer may mutually determine. Actual possession of the Premises shall be delivered to Buyer on the Closing Date.

If the Buyer requests the Seller to extend the Closing Date to a date specified that is later than June 24th, 2015 for reasons that prevent the closing to occur that are not caused by the Seller, the Earnest Money previously deposited into the specified Escrow account shall be paid to the Seller in scheduled monthly installments. Such monthly installments will be paid as follows: at the end of each month that extends past the original Closing Date of June 24th, 2015, \$1,000 of the initial Earnest Money will be released to the Seller, for a maximum of three total months. Any Earnest Money released will be deducted from the purchase price of this real property. In the event this property does not close, the Earnest Money released due to a Closing Date Extension will be forfeited and become property of the Seller

~~25.~~

26.24. SELLERS OBLIGATION AT CLOSING. At or prior to the Closing date, Seller shall:

- A. Deliver to Buyer, Seller's duly recordable General Warranty Deed (the "Deed") to the Premises (in a form reasonably satisfactory to Buyer) conveying to Buyer Marketable Fee Simple Title to the Premises and all rights appurtenant thereto, subject only to the Permitted Exceptions.
- B. Cause to be furnished and delivered to Buyer the ALTA (Form 6/17/06) Owner's Title Insurance Policy in conformity with the requirements of this Agreement, or a "marked-up" Commitment in form acceptable to Buyer.

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- C. Deliver to Buyer, Title Company's standard affidavit of Seller, confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.
- D. Deliver to Buyer, Title Company's standard affidavit of Seller, in form and content sufficient to allow Title Company to delete the standard exceptions contained in Buyer's Owners Title Insurance Policy relative to (i) parties in possession, (ii) liens for labor, materials, or services, (iii) unrecorded easements or other instruments and (iv) the gap between date of title commitment and the recording date of the Deed.
- E. Deliver to Buyer, a certificate confirming that the representations and warranties set forth in Section 4 of this Agreement are true and correct as of the Closing Date as though made as of such date.
- F. Deliver to Buyer, such other documents as may be reasonably required by this Agreement (including, without limitation, authorizing resolutions of Seller), all in a form reasonably satisfactory to Buyer, Seller and Title Company.
- G. An assignment, in a form and substance acceptable to Buyer, of all assignable warranties, guarantees, permits, licenses, certificates and franchises applicable or relating to the Premises.

~~H. An ALTA/ACSM Land Title Survey of the Premises~~

26. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the closing:

A. Seller shall pay:

1. The cost to prepare and deliver to Buyer the Commitment (including, without limitation, the cost of any title search and exam by Title Company); all fees to record all of the documents necessary to permit Seller to convey Marketable Fee Simple Title to the Premises to Buyer (other than the fee to record the Deed); the cost of any endorsements necessary to convey Marketable Fee Simple Title to Buyer; and one-half (1/2) of the closing fee charged by Title Company.
2. Any state, county or municipal deed tax, excise tax or transfer fee imposed on the conveyance, and any fees and costs incurred by Seller or necessary to subdivide the Premises from other real property into a separate tax parcel.
3. Any deferred or delinquent real estate taxes or utilities and Seller's pro-rata share of those costs and expenses set forth in Section 27.
4. All special assessments existing through and including the Closing Date, whether levied, pending, deferred or assessed, including

without limitation, the unpaid balance of special assessments and/or installments of special assessments certified for payment to the real estate taxes, except all special assessments that become levied or pending after the Closing Date.

5. The cost of the ALTA survey.
6. The brokerage fee of Broker pursuant to Section 7.
7. Attorneys' fees and costs of Seller's attorneys.

B. Buyer shall pay:

1. The documentary fee necessary to record the Deed.
2. The premium for the Owners Title Insurance Policy, any Lender's policy of title insurance, and the Survey.
3. One-half (1/2) of the closing fee and all of the escrow fee charged by Title Company.
4. All special assessments levied or pending after the Closing Date.
5. Attorneys' fees and costs of Buyer's attorneys.
6. Balance of the purchase price.

C. The terms of this Section 26 shall survive the closing of the transaction contemplated herein.

27. PRORATIONS. The following prorations shall be made as of the Closing Date:

- A.** Real estate taxes (excluding any outstanding special assessments and/or installments of special assessments certified to the real estate taxes for payment Seller is obligated to pay pursuant to Section 26 hereof) allocable to the Premises that are due and payable in the year of closing shall be prorated between Seller and Buyer to the Closing Date. Seller shall pay all such real estate taxes due and payable in years prior to the year of closing. Buyer shall assume responsibility for the payment of all such taxes due and payable in years subsequent to the year of closing. If, as of the Closing Date, the Premises is not assessed for purposes of property taxation separately from all other real property, then the real estate taxes for the total tax parcel shall be paid in full at closing, and the amount of taxes allocable to the Premises shall be determined based upon the ratio that the square footage of the Premises bears to the square footage of all the real property within the total tax parcel.

- B. The terms of this Section 27 shall survive the closing of the transaction contemplated herein.

28. REMEDIES.

- A. Seller Default. In the event Seller defaults under this Agreement and such default is not cured within 15 days after the date Buyer provides Seller written notice specifying such default, Buyer, as its sole and exclusive remedy, may either (a) seek specific performance of this Agreement provided such action is commenced within sixty (60) days after Seller's 15-day cure period, or (b) terminate this Agreement and receive a refund of all Earnest Money and any accrued interest thereon. In no event shall Seller be liable to Buyer for damages under this Agreement, or liable to Buyer for other costs and expenses incurred by Buyer in its investigation of the Premises.
- B. Buyer Default. If Buyer defaults in the performance of this Agreement, Seller's sole and exclusive remedy shall be to cancel this Agreement by delivering written notice of such default to Buyer ("Seller's Default Notice"), in which event Buyer shall have the opportunity to cure such default within ~~thirty (30)~~15 days after receipt of Seller's Default Notice, and if Buyer fails to timely cure such default after receipt of Seller's Default Notice, then this Agreement shall be deemed canceled without further action between the parties and the Escrow Agent shall deliver all of the Earnest Money to Seller as liquidated damages, it being the understanding and agreement of the parties that it would be impractical or extremely difficult to determine the actual damages to Seller in the event of Buyer's default, and that the Earnest Money is a reasonable estimate of the damages which Seller would incur as a result of Buyer's default hereunder.

29. ESCROW. Title One, Inc., 7533 Sunwood Drive N.W., Suite 207, Ramsey, Minnesota, ("Escrow Agent") Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. The sole duties of Escrow Agent regarding the Earnest Money 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 written 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 to this Agreement. Escrow Agent shall have no duty or liability to verify any such written 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. If Buyer and Seller execute any separate escrow instructions or an escrow agreement with Escrow Agent, then in the event of a conflict between the terms of such escrow instructions or escrow agreement and the terms of this Agreement, the terms of this Agreement shall control. Escrow Agent shall also execute this Agreement solely for the purpose of acknowledging its agreement with and understanding of the terms of this Section 29 and the other provisions of this Agreement

relative to receipt, escrow, investment and disbursement of the Earnest Money. Failure of Escrow Agent to execute this Agreement shall not affect the validity of this Agreement as between Seller and Buyer.

30. TIME FOR ACCEPTANCE. The Agreement, when duly executed by all of the parties hereto, shall be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event this Agreement has not been duly executed by Seller and delivered to Buyer or its agent on or before ~~February 11th~~ ~~January 23rd~~, 2015 at 5:00 p.m. Central standard time, then the offer herein made by Buyer shall automatically and unconditionally terminate and this Agreement shall be null and void, and Escrow Agent shall immediately return to Buyer the Earnest Money.

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31. MISCELLANEOUS. The following general provisions govern the Agreement:

- A. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. ~~Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Seller written notice specifically describing the right waived.~~
- B. Time of Essence. Time is of the essence of this Agreement.
- C. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota.
- D. Notices. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day after being sent by reputable overnight commercial courier (e.g. U.P.S. or Federal Express), sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER:

TO BUYER:

City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303

Derek West
24 Restore
6615 141st Ave. N.W.
Ramsey, MN 55303

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect

the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Agreement may not be assigned or transferred ~~by Buyer at any time~~ without consent of ~~the other party, Seller, including, without limitation, to a lender of Buyer, provided the assignee agrees to be bound by the terms of this Agreement. Provided, however, any such assignment of this Agreement shall not release Buyer from liability under this Agreement.~~
- F. Invalidity.** If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- G. Complete Agreement.** All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.
- H. Counterparts.** This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.
- I. Calculation of Time Periods.** Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m.
- J. Attorneys' Fees.** If any dispute arises between the parties regarding this Agreement or the subject matter thereof, the prevailing party in any court action, administrative proceeding or alternative dispute resolution commenced or maintained to resolve such dispute, shall be entitled to an award of reasonable attorneys' fees, disbursements and court costs in addition to any other remedy to which the parties are entitled.

~~K. Survival. All of the warranties, covenants, and representations made herein by either Seller or Buyer shall survive closing and the delivery of the Deed to Buyer, or the earlier termination of this Agreement.~~

~~L. Confidentiality. During the executory period of this Agreement, Seller, including its agents and brokers, agrees not to negotiate with any third parties for the sale of the Premises and agrees to keep the existence and the terms of this Agreement confidential, except as is necessary for Seller's broker to assemble Purchase Agreements with adjoining land owners and not alter broker's duties to those clients.~~

By the signatures below, both the Buyer and Seller agree to the above terms.

SELLER: ~~The Housing and Redevelopment Authority City of Ramsey, Minnesota~~

BUYER: WESTCO Properties,
LLC

_____ date: _____ date: _____

_____ date: _____

ESCROW AGENT:

By: _____ **Date:** _____

Its: _____

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

UNPLATTED CITY OF RAMSEY ALL THAT PART OF THE N 200 FT OF THE S 233 FT OF THE S1/2 OF SE1/4 OF SEC 273225 ANOKA CNTY, MN LYING W OF THE E 1146 FT THEREOF & LYING E OF A LINE PRLL WITH THE E LINE OF SAID S1/2 OF SE1/4 DRAWN NLY FROM A POINT ON THE S LINE OF SAID S1/2 OF SE1/4 A DIST OF 266.00 FT E OF THE NW CORNER OF LOT 1 OF THE DULY RECORDED PLAT OF AUD SUB NO 30 SAID ANOKA CNTY SAID 266 FT BEING MEAS AT RIGHT ANGLES TO THE W LINE OF SAID LOT 1 TOG WITH AN EASE FOR RD PURP OVR THE S 33 FT OF THE E 1146 FT OF THE S1/2 OF SE1/4

Anoka County PID# 27-32-25-44-0003

NOTE: The precise legal description of the Land is to be confirmed by the Title Evidence. It is the intent of the parties that the Land consists of the real property owned by Seller commonly known as 6590 141st Ave NW in Ramsey, Minnesota. In the event that the correct description of the Land established in the Title Evidence should differ from the description of the Land set forth above in this *Exhibit A*, the description set forth in the Title Evidence shall be deemed to govern and replace the description set forth above.

EXHIBIT A-1
DEPICTION OF PREMISES

EXHIBIT B
Permitted Encumbrances

- 1) Building and zoning laws, ordinances, state and federal regulations;
- 2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
- 3) Reservation of any minerals or mineral rights to the State of Minnesota;
- 4) Utility and other easements of record which do not adversely interfere with Buyer's intended use of the Property; [and](#)
- 5) Any exception to title or survey waived or approved by Buyer in writing.