

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday, August 10, 2017
7:30 am
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
 1. Approve the Following Meeting Minutes:
 - 1) EDA Regular Meeting - July 13, 2017
- 4. EDA Business**
 1. Inland Group
 2. Maple Investments LLC (dba Sharp & Associates) Purchase Agreements [portions of this case may be closed to the public]
 3. Select Date and Speaker for 2017 EDA Business Networking Event
 4. Update: Joint Council-EDA Case on 9/26/2017
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 08/10/2017

By: Katie Schmidt, Administrative Services

Title:

Approve the Following Meeting Minutes:

1) EDA Regular Meeting - July 13, 2017

Purpose/Background:

Purpose: The purpose is to approve the meeting minutes for the EDA meeting held the prior month.

Background: The meeting minutes are attached for review and approval.

Notification:

Observations/Alternatives:

Funding Source:

Recommendation:

Action:

Motion to approve the following EDA meeting minutes:

1) EDA Regular Meeting - July 13, 2017

Attachments

[7/13/17 Minutes](#)

Form Review

Inbox

Patrick Brama

Kurt Ulrich

Form Started By: Katie Schmidt

Final Approval Date: 08/03/2017

Reviewed By

Patrick Brama

Kurt Ulrich

Date

08/03/2017 11:49 AM

08/03/2017 01:06 PM

Started On: 07/18/2017 02:04 PM

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, July 13, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Brian Burandt
 Member Glen Hardin
 Member Chris Riley
 Member Wayne Skaff
 Member Kristine Williams (arrived at 7:32 a.m.)

Members Absent: Member Philip Brunt

Also Present: Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator
 Kurt Ulrich, City Administrator
 Brian Pankratz, CBRE
 Jim Deal, PSD
 Matt Kuker, PSD
 Mike Mulrooney, CMDC

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley.
Voting No: None. Absent: Members Brunt and Williams.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated June 8, 2017

Motion by Member Hardin, seconded by Member Skaff, to approve the June 8, 2017, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Skaff, Burandt, and Riley.
Voting No: None. Absent: Members Brunt and Williams.

Member Williams arrived.

4. EDA BUSINESS

4.01: Strategy for Marketing and Selling City Owned Land

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked Mr. Pankratz for his input on not working with a broker long-term.

Brian Pankratz stated that if the City were to sell the remaining land in a bulk sale, the developer would have the carry costs and maintenance on their hands, which will take the land price down. He noted that the developer would also want certainty on what can and cannot be developed in each location. He stated that the unknown road alignment for Ramsey Parkway has come into play in some discussions. He stated that another question would be if the amenities will be put into place, such as Lake Ramsey. He stated that another issue is the visibility or lack thereof, from Highway 10, and therefore signage should be considered. He noted that zoning would be another component to consider. He stated that there is a lot of activity and once that is in place and the press releases go out, that will continue to build interest. He stated that a full restaurant is very expensive to build and there are not second and third generation restaurant buildings for a restaurant to come into.

Chairperson Steffen asked if Mr. Deal had input.

Jim Deal stated that the activity has picked up substantially and the industrial side of things is starting to pick-up, which is why PSD thinks there is opportunity for a business park. He noted that the increased industrial business would bring in additional traffic to The COR, which can bring in additional interest for businesses. He stated that the more rooftops you gain, the more interest you will get from commercial and retail. He identified an area (the old Diamonds parcel) that would be perfect for a large anchor, such as a Menards or Fleet Farm, which will then attract additional retailers.

Matt Kuker stated that signage is a huge issue because businesses want to be visible from Highway 10. He stated that people do not want to buy land if they do not know what can be done on it. He stated that rather than master plan the development, they will almost have to piece it together as it comes. He noted that the interest turned down for the Diamonds parcel was another RV dealer and they felt the City did not need another RV dealer.

Chairperson Steffen agreed that the City should probably follow the wait and see approach because there are so many projects in the hopper.

Economic Dev. Mgr/Assistant City Administrator Brama stated staff and the City is not taking the position of not doing anything and waiting, because there are several initiatives currently underway, and there will be more moving forward. He noted that this would be more of an interim approach to allow the market to adjust.

Member Riley stated that doing nothing is not an approach he will support, but stated that he does understand that there is a lot going on right now that could attract additional interest. He stated that the City should be prepared to say what they want when the time is right.

Chairperson Steffen stated that the City is doing all of the things outlined in the case under the recommendation and confirmed the consensus of the EDA to follow the steps of the interim route.

City Administrator Ulrich stated that the recommendation was to stay the course identified and let the pieces get into place in order to reassess the situation and identify a long-term strategy. He stated the recommended approach was not to wait and do nothing.

Member Riley stated that Mr. Pankratz has knowledge of where the City has been in the past, to where they are now, and where they may end up in the future and asked for his opinion.

Mr. Pankratz stated that perhaps there is a happy medium in between that involves the City, a broker, and developer. He stated that the RFP process is unknown, noting that Shakopee is selling their old City Hall for \$2, plus incentives through TIF. He stated that from where the City was three years ago to where they are now has changed the perception of the City in a positive manner. He stated that the City is creating a positive momentum. He explained that the retail market has changed so dramatically in the past year that retailers are gun shy. He stated that the housing market continues to boom. He stated that the City could probably get a master developer but he was unsure how much skin those developers would be willing to put in the game. He stated that the unknown with an RFP is how much the developer is willing to put into the game and what they are going to do.

Mr. Kuker stated that ISD #11 is looking for a bond and identified Ramsey as one of their biggest areas. He noted that another school would bring additional interest. He agreed that the perception of Ramsey has changed in the past few years in a positive measure.

Member Riley stated that although there are projects to be excited about, these are not the projects that residents have been asking for.

Member Williams stated that the City does not know the cost to engage a developer, and what the deliverables would specifically be. She stated that this interim plan maintains the status quo but the EDA still needs to identify what they want and what they are willing to pay for.

Mr. Deal noted that restaurants are a tough market and will be a tough sell. He noted that hotels have also been a discussion but those developers are also shy because they are unsure that the traffic flow would support that development. He stated that those projects will come once the City has more activity.

Mr. Pankratz stated that if residents want restaurants they should email those businesses to tell them they would like to see their business in Ramsey.

Member Williams encouraged the group to continue to discuss the vision, because if the EDA does not provide input, they will become reactive to someone else's vision rather than being a part of that voice. She provided additional input on the vision statement and the groups that have been involved.

Economic Dev. Mgr/Assistant City Administrator Brama stated that he can add language that the EDA would like to continue to be a part of the visioning process.

Member Williams suggested that the EDA take the vision statement and make their recommended changes; considering what the statement is today and whether the robust statement is what they want to put forward to developers. She stated that she has thoughts on the plan from an EDA perspective, noting that the momentum of the document is going to represent the vision of The COR, although it reads more like a working document from one group (Planning Commission). She did not believe it is representative of what the EDA or the City as a whole would like to see.

Economic Dev. Mgr/Assistant City Administrator Brama stated that he can bring that document back to the EDA to review and provide input.

Chairperson Steffen agreed that the EDA should be involved rather than simply reviewing the work of the Planning Commission. He stated that it would be helpful for the EDA to jump on board before the train gets too far out of the station.

The consensus of the EDA is to stay the course and reassess in the future, while continuing to participate in the vision discussion.

4.02: 2018 EDA Workplan

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked for clarification on business incubators.

Economic Dev. Mgr/Assistant City Administrator Brama provided additional details on flexible workspaces, noting that many microbusinesses start in that manner because they do not have the capacity to lease space.

Chairperson Steffen stated that he would support having business incubators within the Workplan. He stated that RALF moved from secondary to primary and asked if there were any other shifts.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that was the only shift.

Member Riley stated that the City is only looking at strategic RALF properties. He noted that in the past the City was too aggressive and is now being more strategic in acquiring properties, rather than simply acquiring the properties and removing them from the tax roll.

City Administrator Ulrich stated that as the road alignment is known, the City will be able to resell some of the properties that will not be needed that were purchased through RALF.

Member Riley asked for additional clarification on the infrastructure.

Economic Dev. Mgr/Assistant City Administrator Brama stated that there is infrastructure in place, but there is no plan for future infrastructure that will be needed.

Member Riley stated that the City has a few plats that are pending and asked if that would be a good time to redo work and attempt to gain a separate zip code for Ramsey.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the City is able to reapply once per year at minimum for its own zip code. He stated that there are items beyond number of mailing addresses or population that dictate where post offices are placed. He stated that the other items outside of population and addresses are what is keeping the City from that step.

Member Riley asked if the old municipal center should be removed.

Economic Dev. Mgr/Assistant City Administrator Brama stated that there is not much left on that project and the City will continue to progress whether the item is on the Workplan or not.

It was the consensus of the EDA to remove the old municipal center from the Workplan as the EDA's work on that item has been completed.

4.03: CBRE Real Estate Listing Contract, Amendment #2, 1-Year Extension w/Month to Month Termination Option

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked if Mr. Pankratz is comfortable with this proposal.

Mr. Pankratz stated that he is comfortable with this agreement.

Motion by Member Skaff, seconded by Member Hardin, to recommend to City Council to approve the 1-year contract extension for broker services with CBRE, subject to final review and amendments by the City Attorney.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, Riley, and Williams. Voting No: None. Absent: Member Brunt.

4.04: Riverstone Development Purchase Agreement (Portions may be closed to the public)

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Riley asked why the road was incorrectly aligned to begin with.

Economic Dev. Mgr/Assistant City Administrator Brama replied that the road was historically aligned incorrectly.

Member Riley asked, and received confirmation, that the purchase price includes the right-of-way.

Member Williams stated that she would like to consider discussing the purchase price, as the development has a higher density than the other parcels and is on a major road. She believed that the City should carefully consider the purchase price.

Economic Dev. Mgr/Assistant City Administrator Brama replied that the EDA can go into closed session to discuss the purchase price. He noted that the discussion can also occur in open session if the EDA is comfortable with that. He stated that this deal is on the bottom of the range and therefore the EDA could negotiate for a higher price.

Chairperson Steffen stated that discussion could occur in open session.

Member Williams stated that the 1.5 acres has a higher density, has more visibility and is closer to the major road than the section in the middle of the development. She explained that higher density equals higher prices for the developer. She believed that parcel is worth more than 1.5 acres in other areas. She stated that perhaps negotiation should occur on that parcel. She stated that it is not lost on her that the difference is not worth the effort of renegotiating when this supports a development that supports a lot of the goals of the community. She asked for the input of the EDA on whether that is the right price for the right project.

Economic Dev. Mgr/Assistant City Administrator Brama replied that the property is listed at \$40,000 per acre and the offer was at \$25,000 per acre. He stated that the next step could be for staff to counter and ask for \$5,000 to \$10,000 more before this moves forward to the City Council.

Chairperson Steffen asked if the road has to be realigned.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that the Preliminary Plat has already been approved, and therefore the realignment of the road will occur. He confirmed that the realignment does allow approximately four additional lots to be built.

Chairperson Steffen agreed that it would be justified to bring the counteroffer to Capstone for \$5,000 to \$10,000 more per acre.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to adopt the purchase agreement between the City of Ramsey and Riverstone Development for roughly 1.9 acres of City owned land, and direct staff to counteroffer an additional \$5,000 to \$10,000 per acre for the sale price.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt.

Member Hardin left the meeting at 8:46 a.m.

4.05: Request from Ramsey Business for Use of EDA Revolving Loan Fund: Case of Stone Brook Children's Academy

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Mike Mulrooney, CMDC, stated that when they reviewed the request they believed that it would be helpful for the owners to reserve as much capital for working purposes. He stated that the borrowers are highly educated with excellent track records and have jobs outside of this endeavor, which lends additional support for the repayment ability for the loan long-term. He explained that this is a start-up business and therefore additional equity is required, moving the line from ten percent to 15 percent. He noted that the revolving loan fund could fill that equity gap. He explained the difference between the note rate and effective rate.

Chairperson Steffen asked if the construction costs have risen in the past few months.

Michael Johnson, representing the applicant, replied that the construction costs have risen with the comments and requirements of the Planning Commission. He noted that the increased brick and glass will have a positive impact on the aesthetics of the project, but do have a higher cost.

Member Riley asked if the landowner and business operated are separate entities or whether the two are one in the same.

Mr. Mulrooney replied that the landowner will be separate for the operator but noted that both parties will be signed onto the loan as co-borrowers.

Chairperson Steffen asked if it is necessary to go out 15 years on the term of the loan.

Mr. Mulrooney stated that he believes that it is necessary because the loan will be secured with the same assets and therefore the SBA policy is to match the same term as the SBA. He stated that the SBA term is 20 years but he feels that they will be able to gain approval from the SBA on the 15-year term to match the requirements of the City.

Chairperson Steffen asked for input on the process from the applicant.

Mr. Johnson stated that they are in the final stages of the approvals from the City and are awaiting the finishing touches on the loan processes. He stated that once approval is gained from the City, they would finalize the purchase of the property and would hope to break ground soon after. He stated that they are ready and are about three months behind their original schedule.

Motion by Chairperson Steffen, seconded by Member Burandt, to recommend to City Council to approve a Ramsey EDA Loan to MK Johnson LLC consistent with the terms and conditions outlined in this case and to direct staff to draft proper loan agreements and loan documents for approval by the City Council.

Motion carried. Voting Yes: Chairperson Steffen, Members Burandt, Riley, Skaff, and Williams. Voting No: None. Absent: Members Brunt and Hardin.

4.06: PSD LLC Business Park, Building B, Adrenaline Sports Center, Public Financing Agreement

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked and received confirmation that the developer has closed on the land since the last meeting.

Mr. Kuker stated that once approval is gained on the 25th they will order the wall panels. He believed that on the 25th they will also be approved to move dirt on the site. He noted that the tree clearing and mass grading was approved subject to the approval of the LRRWMO permit.

Jason Arsvold, Ehlers, stated that the numbers are very similar to the TIF building, noting that this building is a bit larger than the TIF building and there is already a tenant for this building. He stated that with the assistance, after year five there would be a cash on cost return of eight percent; noting that year five would be the year the City assistance runs out. He stated that is within the acceptable range and is not being over subsidized by any means.

Chairperson Steffen asked when the first payment would begin.

Mr. Arsvold replied that the payments would begin one year after completion and would continue for three years, beginning in 2019 and then in 2020 and 2021.

Mr. Kuker stated that he appreciates the quick work of staff to change the parcels. He recognized that changing the plans made things a bit scrambled and wanted to express his appreciation to City staff and the Council.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to approve Resolution #17-07-177 awarding a business subsidy to PSD LLC.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Riley, and Williams. Voting No: None. Absent: Members Brunt and Hardin.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

Economic Dev. Mgr/Assistant City Administrator Brama provided an update.

City Administrator Ulrich reported that the City is in the process of attempting to obtain the land back from McDonald's. He noted that the City met with the Game Fair the previous day and provided a flyer for this year's event.

Member Riley stated that the Council reviewed the preliminary budget, noting that there was no change to the EDA portion. He stated that the EDA might be interested in reviewing the preliminary budget to provide input.

6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Skaff, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Riley, and Williams. Voting No: None. Absent: Members Brunt and Hardin.

The regular meeting of the Economic Development Authority adjourned at 9:13 a.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 08/10/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Inland Group

Purpose/Background:

Inland Group (<http://inlandconstruction.com/>) is a development company based out of Washington. One of their subsidiaries is Affinity Living Communities (<http://affinityforliving.com/>). Affinity specializes in senior, independent living, market rate, multi-unit, apartment projects. Inland Group (Affinity) is interested in a 175-unit project in The COR, located on 3-5 acres of city-owned land.

PROCESS

- (1) Site Selection, August/ September
- (2) Purchase Agreement, September/ October
- (3) Entitlement Process, January--April

The first step in this process is to provide Inland Group with direction on site location. Then, once direction on site location can be provided to the developer, the EDA can begin the standard purchase agreement process. Site location will have a significant effect on the purchase agreement process (size of site, infrastructure needs, parks, etc.).

CONCEPT MAPS

The last time the City considered a project in The COR (Stone Brook Children's Academy), it appeared a strong desire existed by elected/ appointed officials to develop and review several professional site concepts upfront, as part of the initial site selection process -- rather than having the developer only pitch their desired site.

Attached to this case are five site concepts. These concepts were developed by the City of Ramsey (not the developer), based on discussions with the developer. These concepts are VERY preliminary. The intent of these concepts is to display how this project could generally fit within The COR, from a high-level only. In other words: from a preliminary perspective, does this project seem to meet our vision for The COR? Generally, staff believes all of these concepts are worth considering.

The purpose of these concepts is NOT to get into a detailed discussion about exact number of square feet, exact number of floors, exact number of parking stalls, exact building configuration, exactly how the surrounding land uses are shown, or exactly how the building will look. The purpose is general/ high-level. Once the City can provide the developer with general direction on a desired site (or two), the developer will come back with a more detailed site concept layout (will be more detailed, and will also better reflect their vision).

For the sake of context, attached to this case are plans for a project this developer is currently constructing in Eagan. This is a good base example of what they are looking at for Ramsey. With that said, adjustments will need to be made to meet Ramsey zoning, vision, and demographics.

Notification:

Observations/Alternatives:

Preliminary Specifications

- Inland Group (<http://inlandconstruction.com/>) is a development company based out of Washington.
- One of their subsidiaries is Affinity Living Communities (<http://affinityforliving.com/>).
- Senior, independent, 55+ (not assisted living)
- Estimated 175 units (may be adjusted)
- Market rate, high amenity (not low income)
- Anticipate a 4-5 story building
- Anticipate 1st floor structured parking (100%)
- Want roughly 1.5 parking stalls per unit (may be adjusted)
- Not willing to use a shared parking ramp (non-starter item)
- Opposed to any commercial/ retail (but, open to discuss if required by City)
- Desire a spring 2018 construction
- Need 3-5 acres
- No assistance requested at this time (however, this project will likely trigger construction of public infrastructure, and staff expects a request to come at some point).
- The developer needs direction on site location before they can proceed with a project.

Developer's Comments

The developer has completed a preliminary review of the attached concepts. Below are their high-level comments.

Site A: Not acceptable.

This site would be an immediate non-starter. This is due to the parking ramp. The cost of parking ramps is too much to absorb by the developer. However, more importantly, a parking ramp doesn't fit their model. They need good site lines from all sides of their building (for residents to enjoy looking out their window/ balcony). The developer also needs room for amenity spaces. Also, based on their model, senior residents do not like the perception of parking ramps (look, safety, and functionality).

Site B: Desirable.

This site is the developers #2 favorite site. The developer likes to be located adjacent to the future municipal plaza park. The developer likes being located near the rail station. The developer likes being located against a hard edge (i.e. center street). The developer likes being located near other existing development (rather than being in the middle of a parcel).

Site C: Desirable.

This site is the developers #1 favorite site. The developer likes to be located adjacent to the future municipal plaza park (entire building). The developer likes being located near the rail station. The developer likes being located against a hard edge (i.e. center street). The developer likes being located near other existing development (rather than being in the middle of a parcel).

Site D: Acceptable.

This site is the developers #4 favorite site. The developer likes being located against a hard edge with infrastructure in place (i.e. Sunwood Drive). The developer doesn't like this site as much (as others) do to its distance from parks.

Site E: Acceptable.

This site is the developers #3 favorite site. The developer likes being located against a hard edge with infrastructure in place (i.e. Sunwood Drive). This site is located near other important items (parks, other development in the center of The COR, the rail station), but it's not directly adjacent. The developer is okay with this site.

Funding Source:

NA

Recommendation:

It appears this project would best fit the City's COR-1 Zoning District. 4 of the 5 attached site concepts are located within the COR-1 Zoning District. One concept (D) is located partially in The COR-1 zoning district (east side) and partially in the COR-2 zoning district. Attached is The COR Zoning District map.

Inland Group was brought to the city by CBRE. It should be noted: CBRE is representing the buyer. Staff intends to write the PA accordingly.

Action:

Provide direction to the City Council on what sites are desirable for this project (or which sites are not).

Attachments

Inland Presentation

Preliminary Site Concepts

Eagan Concepts

CBRE Property Listing

COR Zoning District Map

Form Review

Inbox

Kurt Ulrich
Patrick Brama (Originator)
Kurt Ulrich
Form Started By: Patrick Brama
Final Approval Date: 08/03/2017

Reviewed By

Jo Thieling
Patrick Brama
Kurt Ulrich

Date

08/03/2017 10:59 AM
08/03/2017 11:57 AM
08/03/2017 01:06 PM
Started On: 07/24/2017 04:57 PM

Affinity at Ramsey

Concept Summary

Affinity is:

- Age-restricted (55+) apartment community
- No buy-in fee, market-rate rental community
- Not assisted living (no commercial kitchen or dining facility)
- Amenity-rich environment that offers security and socialization
- Mix of studio, one-bedroom and two-bedroom units

Apartment homes offer:

- All-inclusive rents include utilities, Internet, cable TV and social activities
- Full-size appliances, microwave hood, washer/dryer in-unit

Affinity at Ramsey

Example Exterior - Covington



Affinity at Ramsey

Example Exterior - Covington



Affinity at Ramsey

Similar Exterior Concept - Covington



Affinity at Ramsey Fitness Center



Affinity at Ramsey Theater



Affinity at Ramsey Library



Affinity at Ramsey Internet Café



Affinity at Ramsey Living Room



Affinity at Ramsey Game Room



Affinity at Ramsey Craft Room



Affinity at Ramsey Pub



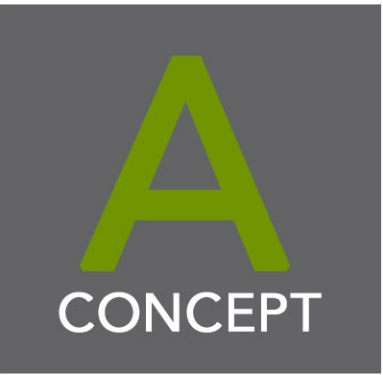
Affinity at Ramsey Pool





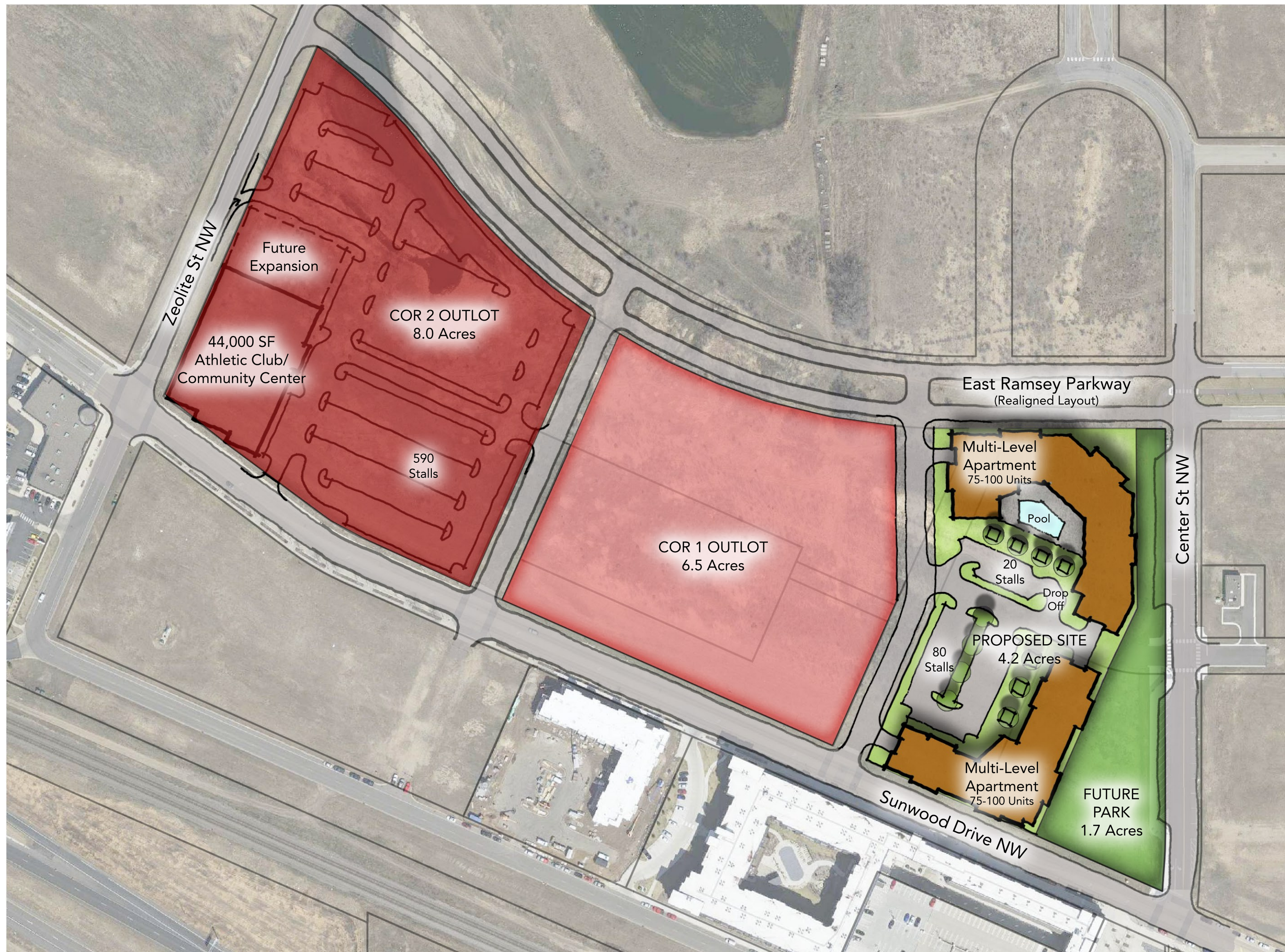
COR AREA
DEVELOPMENT
OPTIONS

RAMSEY, MN



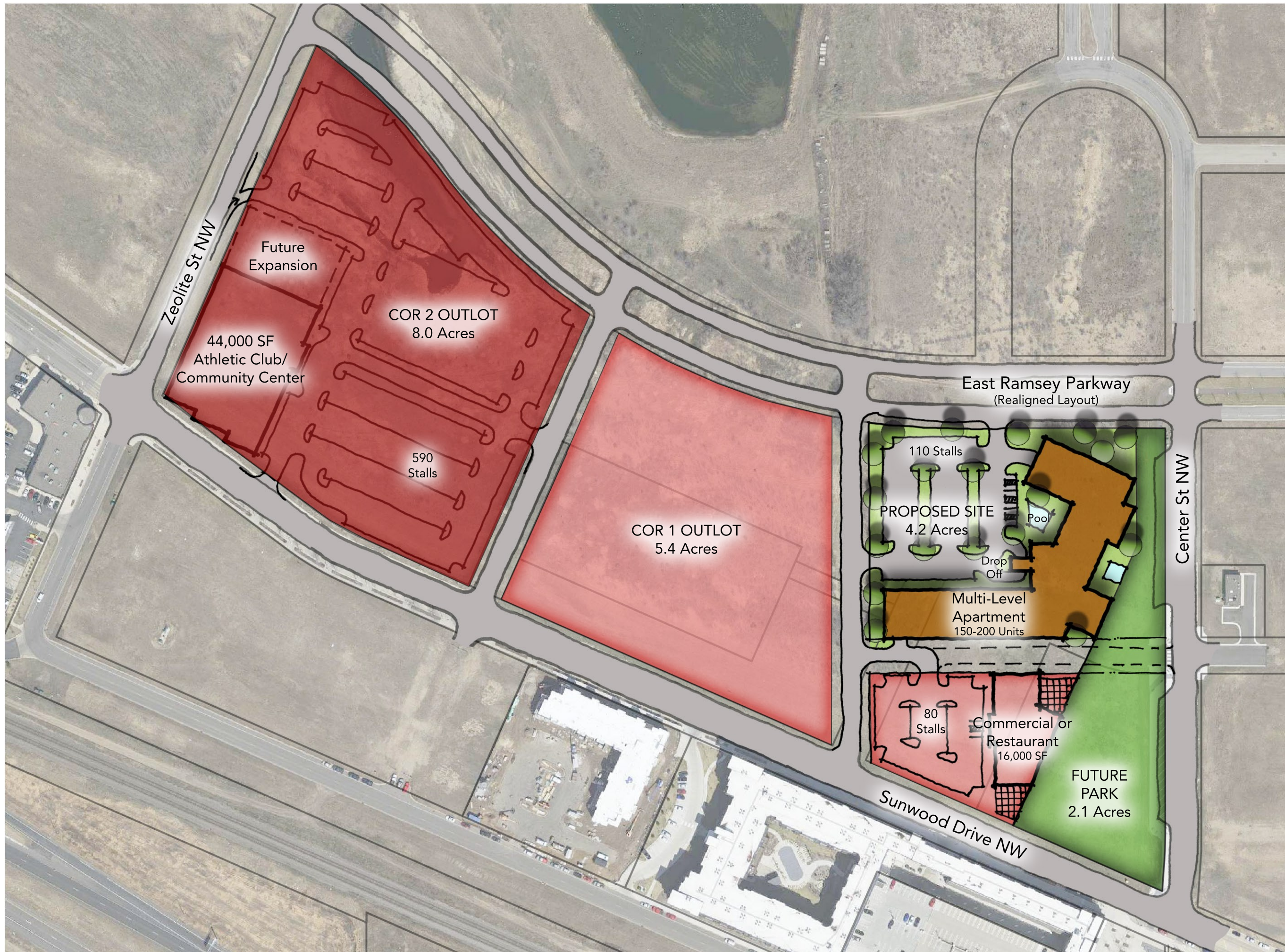
COR AREA
DEVELOPMENT
OPTIONS

RAMSEY, MN



COR AREA
DEVELOPMENT
OPTIONS

RAMSEY, MN



COR AREA
DEVELOPMENT
OPTIONS

RAMSEY, MN





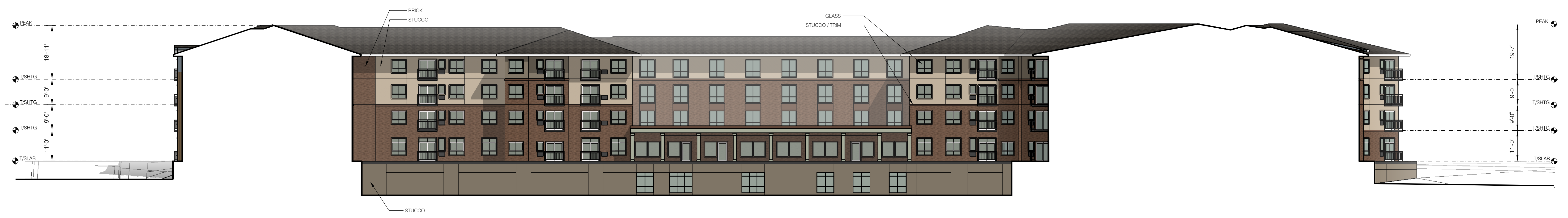
COR AREA
DEVELOPMENT
OPTIONS

RAMSEY, MN





01 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



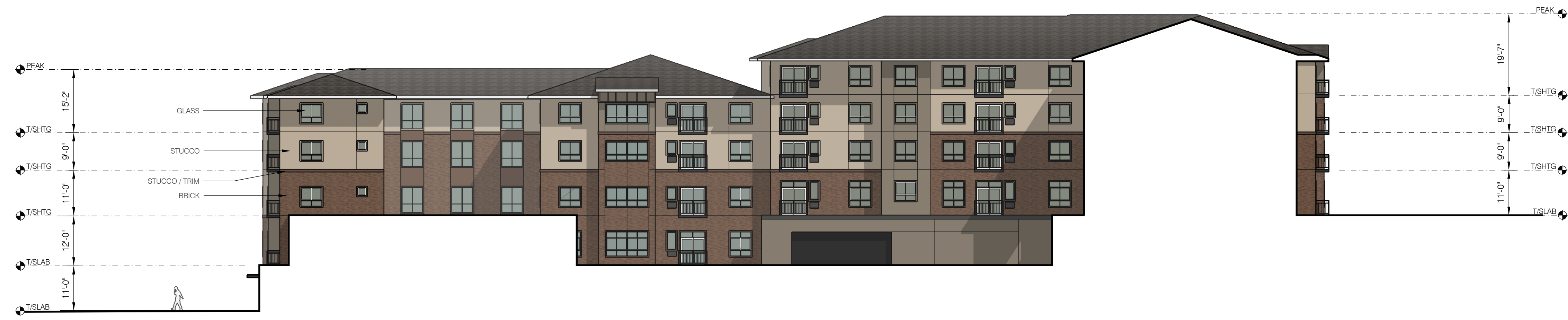
02 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND

25%	GLASS
35%	BRICK
30%	STUCCO
10%	STUCCO / TRIM



01 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



02 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND

25%	GLASS
35%	BRICK
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01 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



02 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

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25%	GLASS
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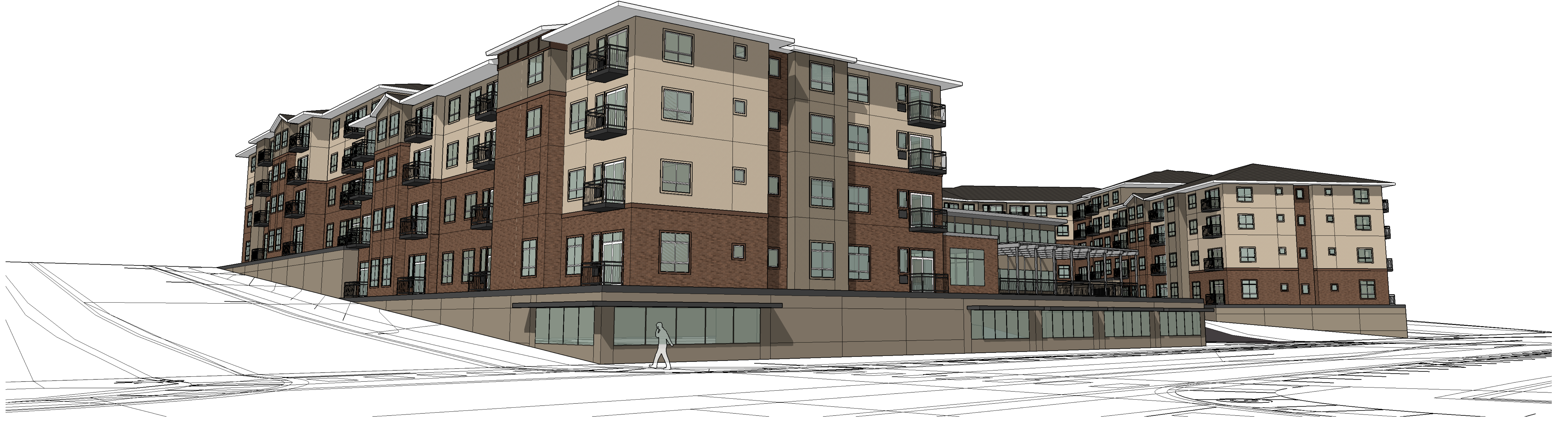
01 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



02 BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND

- 25% GLASS
- 35% BRICK
- 30% STUCCO
- 10% STUCCO / TRIM





CITY-OWNED LAND FOR SALE: ±20 ACRES MIXED-USE LAND

LOCATED WITHIN THE COR RETAIL CENTER

RAMSEY, MN 55303

\$4.00/SF -or- \$3,485,000

CITY PARCEL #48

LOCATION

Northeast corner of Sunwood Dr and Zeolite St, within the COR

ACCESS

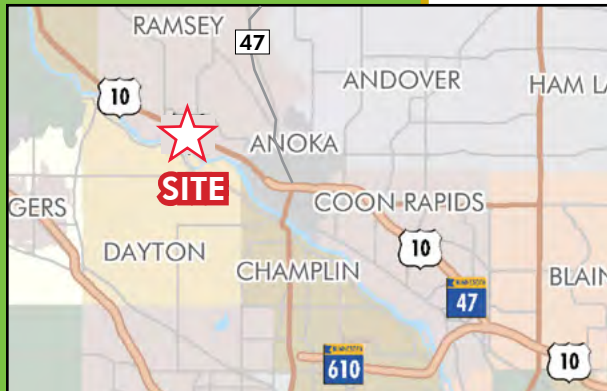
- Immediate access to Zeolite St and Sunwood Dr - Easy access to Hwy 10 and Civic Center Dr

AMENITIES

- Located within COR retail site
- Only 30 minutes to downtown Minneapolis
- Close proximity to Northstar Rail Station and area retailers

VISIBILITY

Frontage and visibility from Zeolite St and Sunwood Dr



**FOR MORE
INFORMATION,
PLEASE
CONTACT:**

Richard Palmiter
Vice President
+1 952 924 4603
richard.palmiter@cbre.com

Brian Pankratz
Vice President
+1 952 924 4665
brian.pankratz@cbre.com

4400 West 78th Street, Suite 200
Minneapolis, MN 55435

CBRE

CITY-OWNED LAND FOR SALE: ±20 ACRES MIXED-USE LAND

LOCATED WITHIN THE COR RETAIL CENTER
RAMSEY, MN 55303

\$4.00/SF -or- \$3,485,000



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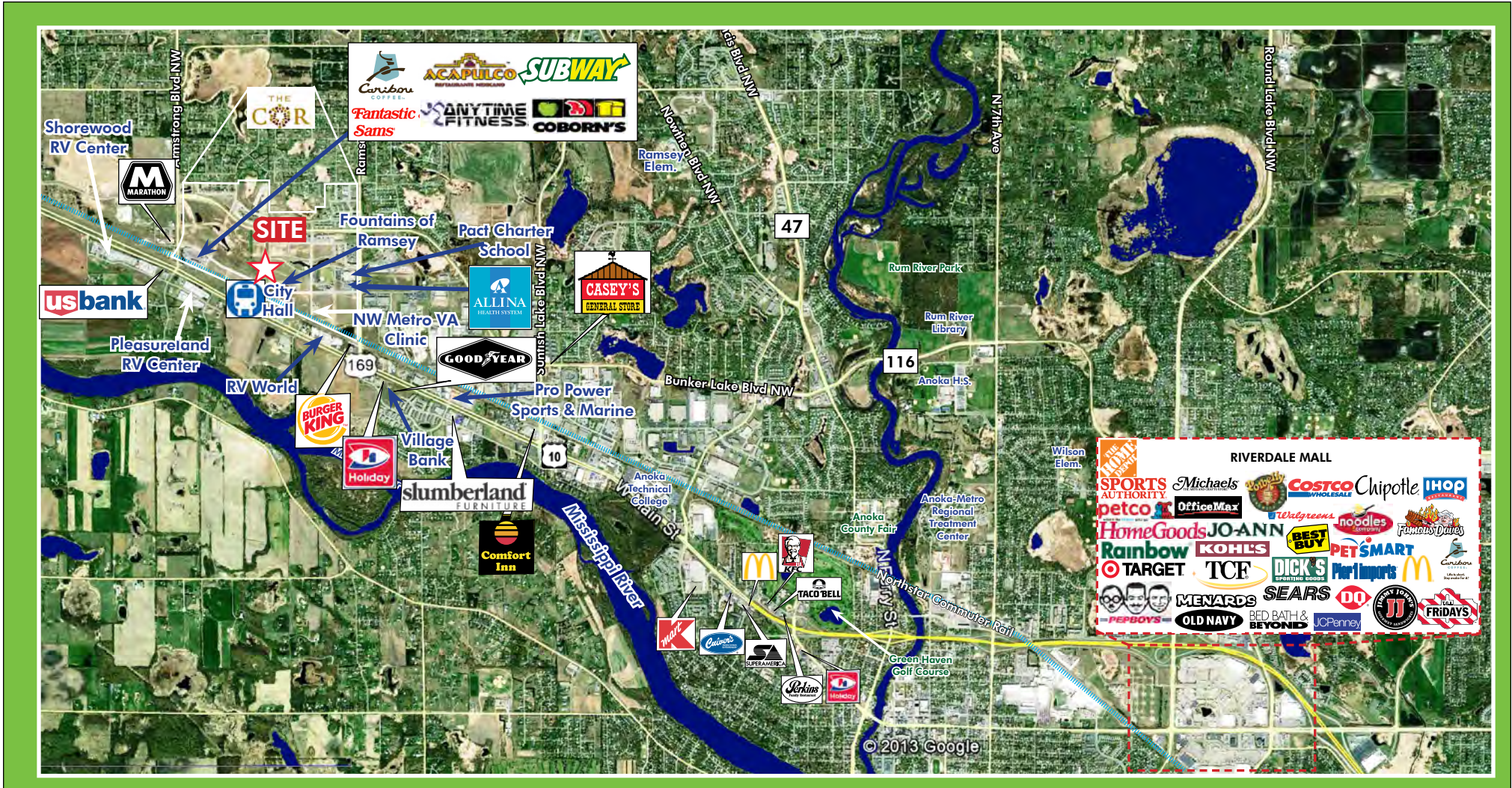
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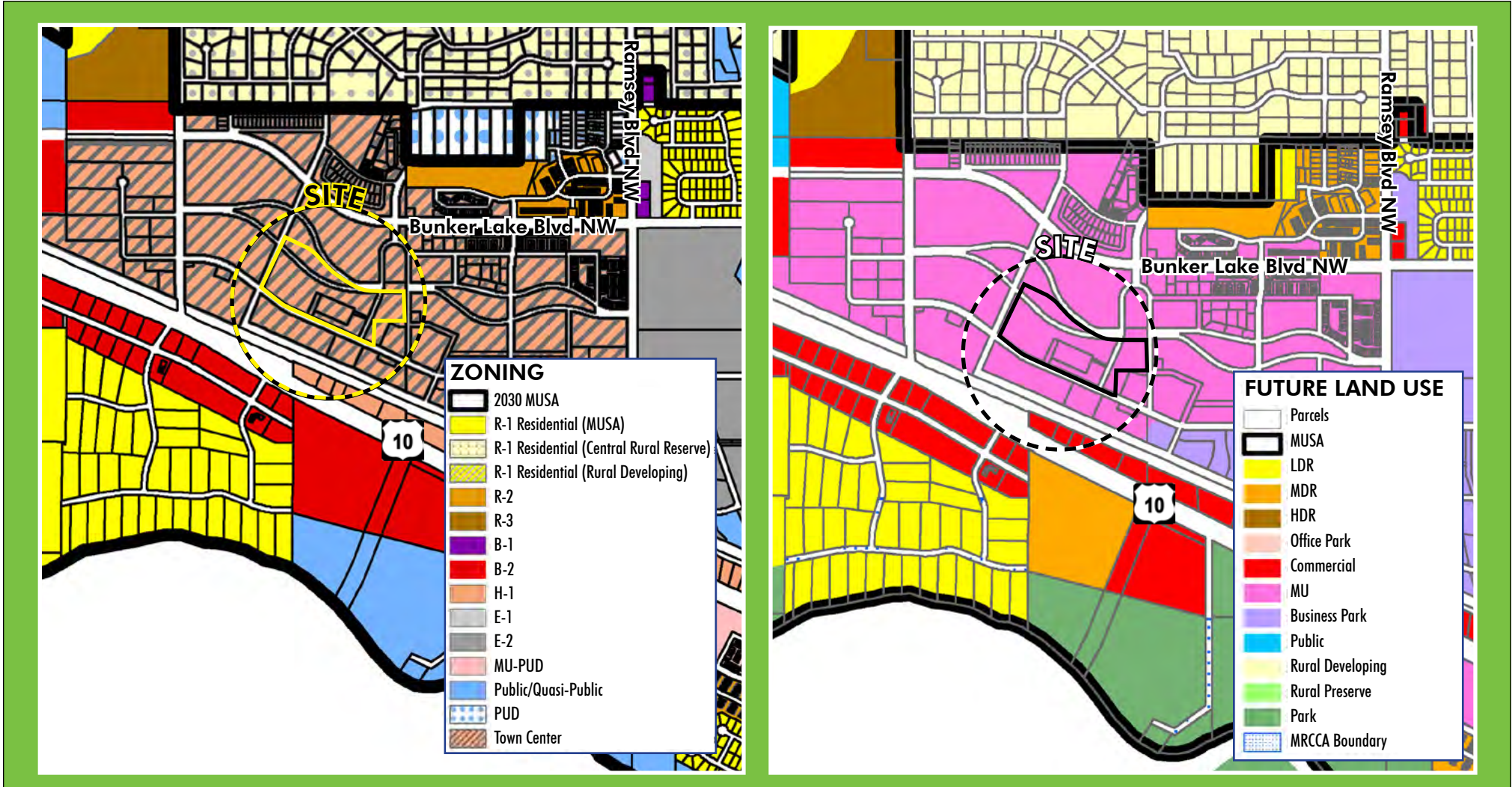


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RAMSEY, MN 55303

\$4.00/SF -or- \$3,485,000

Sec. 117-118. - The COR district.

- (a) Intent. The primary intent of the COR district is to create a focal point in the community that embodies the principles of transit-oriented and mixed-use development. The COR district envisions a distinctly different development pattern, with a more urban structure of streets and blocks, than the suburban and rural patterns that have shaped the community to date. The COR area is comprised of a number of distinct subdistricts intended to define the type and intensity of uses, location of amenities and overall character of development. The COR district incorporates the COR development plan and development framework by reference to provide necessary building and site design features that are essential to a pedestrian environment.
- (b) The COR subdistrict definition. The COR district consists of five subdistricts that define the type and intensity of land use.
- (1) COR-1 mixed-use core subdistrict. The mixed-use core is intended to provide a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the transit station.
 - (2) COR-2 (COR-2 and 2b) commercial subdistrict. The COR-2 commercial subdistrict is designated to provide a location for retail commercial that has building and/or site designs inconsistent with the COR-1 subdistrict, including larger scale retail and other auto-oriented commercial uses.
 - (3) COR-3 and COR-3a workplace subdistrict. The workplace area is intended to accommodate medical and technology-related office and research uses, as well as other office uses and ancillary retail and service uses designed to support serve employees and office visitors.
 - (4) COR-4 (COR-4a, COR-4b and COR-4c) neighborhood subdistrict. The neighborhood subdistrict is intended to include a full range of housing types, from small-lot single-family detached to high-density senior and general apartments, as well as a limited number of small-scale retail and office uses at appropriate locations (i.e., at corners).
 - (5) COR-5 park and open space subdistrict. The park and open space subdistrict is intended to preserve environmental features, provide amenities and create focal points and community gathering places within easy access of all areas of the COR.

Click link for complete Zoning Code:



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CBRE


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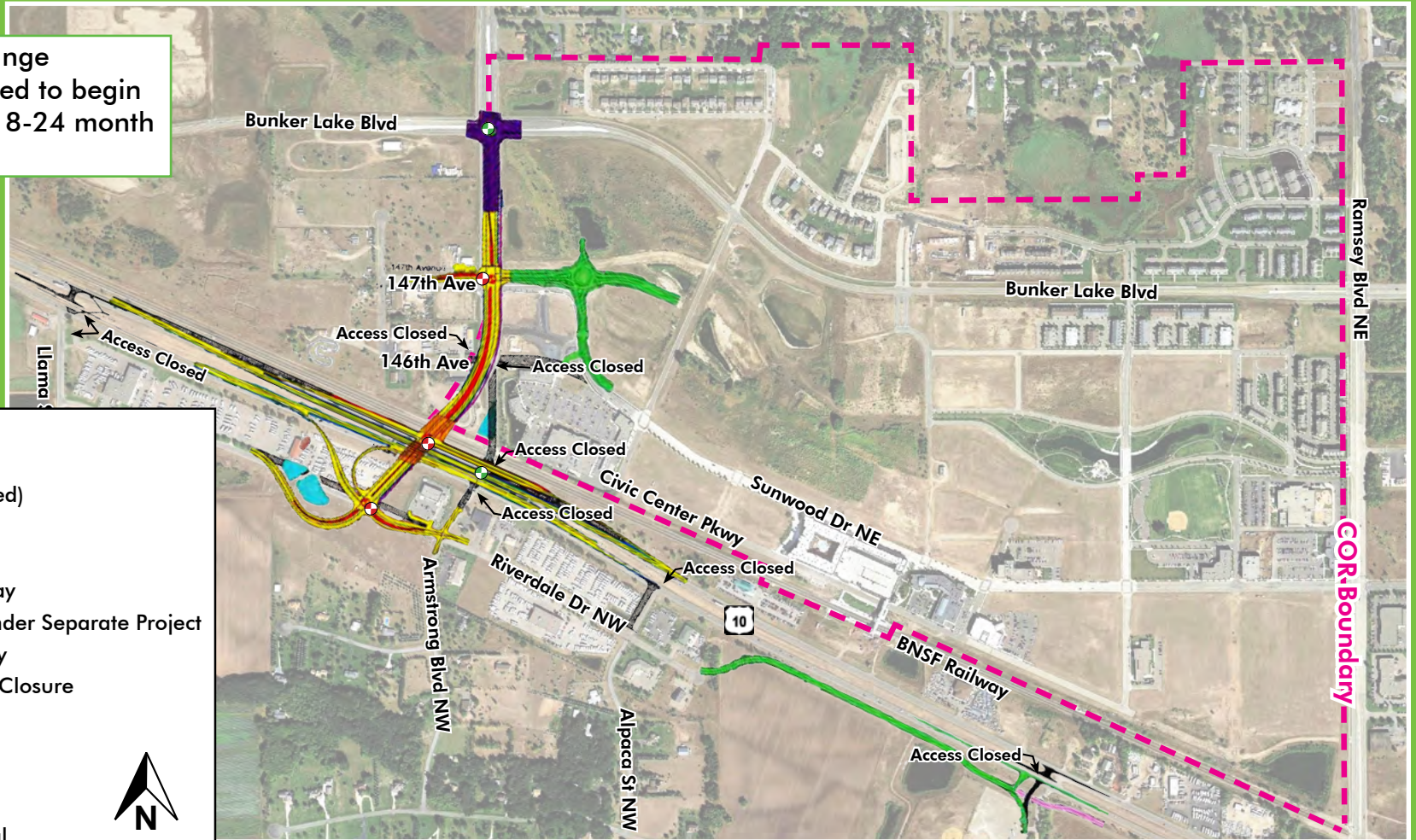
LOCATED WITHIN THE COR RETAIL CENTER
RAMSEY, MN 55303

\$4.00/SF -or- \$3,485,000

Full access interchange construction expected to begin Fall 2014 with an 18-24 month construction period

	Roadway
	Bridge, Walls
	Shoulders (Paved)
	Median
	Sidewalk
	Inplace Roadway
	Constructed Under Separate Project
	Future Roadway
	Road Removal/Closure
	Proposed Pond
	Existing Pond
	Inplace Signal
	Proposed Signal





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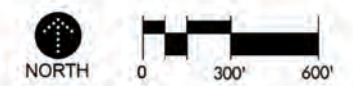


THE COR

AT RAMSEY

— DISTRICT BOUNDARIES

1 BOUNDARY LABELS



Landform™ and Site to Finish™ are registered service marks of Landform Professional Services, LLC.

Sub-District Map

Version 6.2

11/07/2012



Economic Development Authority (EDA)

4. 2.

Meeting Date: 08/10/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Maple Investments LLC (dba Sharp & Associates) Purchase Agreements [portions of this case may be closed to the public]

Purpose/Background:

INTRO

In June 2017, the EDA and City Council approved the attached \$606,622 Purchase Agreement (A) from Maple Investments LLC (dba Sharp & Associates). for a 9.33-acre City-owned property located just south of Vision Ease Lens for an industrial development project, which included the immediate construction of a 50,000 square foot speculative industrial building.

Based on the original project proposal, the entire 9.33 acre parcel was to be purchased upfront. However, only about half of the 9.33 acre site was to be developed immediately. The remaining portion of the site would be platted as an outlot, and would be utilized by the developer for future speculative development projects.

Maple Investment is making significant progress in the entitlement process (recently reviewed preliminary plat with Planning Commission). With that in mind, as the budget picture for this development has become clearer for Maple Investments, they have run into some issues (with cost overruns). As a result, and in attempt to make the project budget work, Maple Investments would like to split this project into two phases (i.e. two purchase agreements). Maple Investments has stated, this move will reduce upfront project costs by nearly \$400,000.

PURPOSE

Split the the attached original purchase agreement (A) into two separate purchase agreements. The City Attorney is suggesting amending the original agreement (A) to ONLY include the first half of the development (4.74 acres, \$309,711), which is only the land needed for the proposed 50,000 square foot building. Secondly, the City Attorney is suggesting a new purchase agreement (B) for the remaining portion of the 9.33 acre city-owned site (4.57 acres, \$298,603).

BACKGROUND

Please see 06/13/2017 City Council Regular Session Case for background information or contact staff. Said case includes information on the developer, the site, and the proposed project.

Notification:

Observations/Alternatives:

OBSERVATIONS

Terms and conditions for the original purchase agreement (A) and new purchase agreement (B) are nearly identical as the originally discussed/ reviewed by the EDA/ Council. Please see 06/13/2017 Council Case for details and staff summary. Listed below are changes:

Original purchase agreement was split into two purchase agreements. As a result, the pricing was pro-rated accordingly. The original price per square foot remains.

The original deal didn't include minimum development timelines/ performance measurements for the outlot. It

was being purchased upfront purely on speculation. This new arrangement does add in a construction deadline for the outlot (purchase agreement B). Said new purchase agreement requires the construction of a minimum 20,000 square foot building and also requires a letter of credit guarantying said development. Platting and site plan must occur before closing. Certificate of occupancy must be obtained by July 01, 2019. Inspection period ends for the second purchase agreement (B) on October 01, 2018.

Funding Source:

NA

Recommendation:

Staff is comfortable with the proposed arrangement. Please see 06/13/2017 City Council Case for previous detailed recommendations/ comments (including EDA direction).

Although the original purchase agreement (A) was approved in June, the EDA did express concern about the second half of the project not including any construction deadlines/ performance guarantees from the developer (i.e. it was purely speculative). Staff believes said EDA concern is addressed with this new arrangement, as the new purchase agreement (B), which covers the second half of the development, does include construction deadlines/ performance guarantees.

Staff is not requesting to go into closed session. The price of this purchase agreement has not changed from the original discussion/ approval (\$1.50 per square foot).

Action:

Motion to recommend the City Council approve the attached:

Purchase agreement amendment and second purchase agreement, between the City of Ramsey and Maple Investments LLC; subject to final review and amendments by the City Attorney.

Attachments

- Original PA (A)
- Original PA (A) First Amendment
- New PA (B)
- Site Concept and Renderings

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Katie Schmidt	08/04/2017 04:14 PM
Form Started By: Patrick Brama		Started On: 08/04/2017 03:15 PM
Final Approval Date: 08/04/2017		

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Maple Investments, LLC**, a Minnesota limited liability company (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Agreement is June 21, 2017 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property, legally described as follows:

The roughly northern 9.33 acres of Lot 1, Block 1, Bury & Carlson Addition, Anoka County, Minnesota (part of County PID 27-32-25-34-009). The property size and legal description to be agreed upon by the Buyer and Seller through the City of Ramsey’s official platting process.

3. **PURCHASE PRICE.** The purchase price for the Property is \$609,622.20 (the “Purchase Price”). The Purchase Price shall be adjusted on the gross square footage of the Property. Such price adjustment will be determined by multiplying the gross square footage of the Property by \$1.50 per square foot.
4. **EARNEST MONEY.** Within ten (10) business days after the Effective Date, Buyer must deposit the sum of \$10,000.00 (the “Earnest Money”) with Commercial Partners Title, LLC, (Attn: Jeffrey Peterson), 200 South 6th Street, Suite 1300, Minneapolis, MN 55402 (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - a. If Buyer does not deposit the Earnest Money with Escrow Agent as required above, then Seller may terminate this Agreement by written notice to Buyer; provided; however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller’s right to terminate, Seller’s right to terminate is extinguished.
 - b. Unless Buyer has previously terminated this Agreement pursuant to Section 9, \$10,000.00 of the Earnest Money (the “Initial Disbursement”) becomes non-refundable to Buyer (except in accordance with Section 24 as a result of a default

by Seller) on September 29, 2017 and on that date Escrow Agent must disburse the Initial Disbursement to Seller.

- c. In the event Buyer requests an extension of the Inspection Period, and the extension is agreed to in writing by Seller, all remaining Earnest Money shall become non-refundable and released to the Seller by the Escrow Agent.
- d. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 23 as a result of a default by Seller).
- e. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer, other than Earnest Money Escrow Agent is obligated to disburse to Seller pursuant to Sections 4(b) and (c).
- f. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.

5. PLATTING & DEVELOPMENT AGREEMENT. This agreement is conditional upon Buyer obtaining an approved final plat and a development agreement with the City of Ramsey for the development of an approximately 50,000 square foot building on the Property before Closing. Development Agreement and Site Plan must comply with all local zoning ordinances and design standards. The Development Agreement required for development of the Land shall include, as exhibits, the site design and the front, side and rear elevations of the proposed structure(s). Seller expressly reserves the right to approve the site design and elevations to be utilized on this Property.

6. TITLE COMMITMENT.

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within ten (10) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date twenty (20) business days after the receipt of the Title Commitment to review Title and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "Title Objection Notice"). Any defects in or encumbrances on

Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception.**" Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 14, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 14, Buyer may, at any time with five (5) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money (other than Earnest Money that Escrow Agent has disbursed to Seller pursuant to Sections 4(b) and (c)) ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the five (5) business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

7. **RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the expiration of the Inspection Period (as defined in Section 9), Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests, and additional survey work, subject to the following conditions:
- a. Upon the earlier of the date one week after Buyer's completion of its activities on the Property or the date one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or

Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.

- c. Buyer must comply with and shall cause its employees, agents, and contractors to comply with all applicable laws, while on the Property.
- d. Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller, and Seller approves the work plan, in writing. Seller may not unreasonably withhold condition or delay Seller's approval of a work plan.
- e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
- f. The cost of any test or additional survey work will be borne solely by Buyer.

8. PROPERTY SOLD AS IS. Subject to Buyer's right to terminate this Agreement pursuant to Sections 5,6, and 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose).
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, except as described in Section 32.
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous

Substance is located on or under the Property or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to September 29, 2017 (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to apply for all governmental approvals and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.
- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer’s determination, in Buyer’s sole and absolute discretion, that the condition of the Property is not suitable for Buyer’s intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer’s intention to proceed (a “**Notice to Proceed**”) to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds, other than Earnest Money Escrow Agent is obligated to disburse to Seller pursuant to Sections 4(b) and (c).
- d. During the Inspection Period, Buyer will conduct pre-leasing for the Property (including the installation of a real estate sign), seek city approval of site plans and proposed uses, apply for governmental approvals and entitlements, commence negotiations with a source of financing, order due diligence items such as survey, appraisal, environmental assessments, etc.

10. DEFINITIONS. As used in this Agreement:

“**Claim**” or “**Claims**” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

“Hazardous Substance” or **“Hazardous Substances”** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

11. RELEASE. Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or unanticipated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

12. INDEMNITY. Buyer agrees to indemnify, hold harmless and defend Seller or anyone acting on its behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or unanticipated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller’s actions or inactions.

13. NOTICES. Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail, fax or e-mail. Notices are effective two business

days after they are mailed via certified mail, return receipt requested or, if delivered in any other manner, when the party to whom the notice is directed actually receives the notice. If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

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

Buyer: Dennis Sharp
Maple Investments, LLC
500 Bunker Lake Boulevard
Anoka, Minnesota 55303

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

14. CLOSING. This transaction shall close on the date agreed to by Buyer and Seller, which shall be on a date no more than thirty (30) days after Buyer delivers a Notice of Suitability to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement. The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid the necessity for a Closing at which the Parties are present.

a. Seller's Obligations at Closing. At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:

- i. A warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
- ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer; and
- iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

b. Buyer's Obligations at Closing. At Closing, Buyer must:

- i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay to or will receive from Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
- ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value.

15. OPTION TO EXTEND. In the event Buyer requests a 60-day extension of the Inspection Period, and the extension is agreed to in writing by Seller, Buyer must deposit an additional \$5,000 Earnest Money with the Escrow Agent. Both the original Earnest Money, and the additional Earnest Money, is nonrefundable, and will comply with terms outlined in Section 4 of this Agreement. A total of two (2) 60-day extensions may be granted to the Buyer from the Seller.

a. Closing Costs.

- i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller's portion of the prorated property taxes.
 2. Seller's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. State deed tax.
 5. The cost of providing Title Commitment as prescribed in Section 6
 6. The cost of real estate broker commission fees as prescribed in Section 16.
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
 1. Buyer's portion of prorated property taxes.
 2. Buyer's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. Documentary and recording fees for the deed(s).
 5. The cost of the owner's title insurance policy if Buyer elects to purchase an Owner's title insurance policy.

b. Possession. Seller must deliver possession of the Property to Buyer at Closing.

16. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's and Buyer's

Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

- 17. ASSIGNMENT.** This Agreement may not be assigned without the express written consent of the non-assigning Party. The Seller will not unreasonably withhold Buyer's ability to reassign this Agreement. Seller acknowledges that Buyer intends to reassign this Agreement to a newly formed Minnesota limited liability company.
- 18. THIRD PARTY BENEFICIARY.** There are no third party beneficiaries of this Agreement, intended or otherwise.
- 19. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.
- 20. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
- 21. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement, and the related Development Agreement, if any, constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties. In the event the terms of this Agreement conflict with the terms of the Development Agreement, the latter shall control.
- 22. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 23. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 24. REMEDIES.**
 - a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 12 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
 - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement

terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

- 25. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 26. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.
- 27. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 28. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
- 29. DEVELOPMENT REQUIREMENTS & CONSTRUCTION DEADLINES.**
- a. If following conditions are not satisfied by the Buyer, a \$150,000 payment must be paid to the Seller immediately.
 - i. Buyer must obtain a certificate of occupancy from the City of Ramsey for the construction of a minimum 47,000 square foot building, by July 01, 2019.
 - b. The Buyer must supply the Seller an irrevocable letter of credit in the amount of \$150,000.
 - i. This letter of credit will remain in place until the Buyer obtains certificates of occupancy as outlined in Section 29 of this Agreement.
 - ii. The Seller shall immediately draw on this letter of credit in the event the Buyer defaults on Section 29(a,i) of this Agreement.
 - iii. This letter of credit shall be furnished and executed before Closing.
 - iv. This letter of credit shall meet City of Ramsey Finance Department standards, and must be approved by the Seller before Closing.

- v. This letter of credit is separate from the letter of credit that will be required by the City of Ramsey through the city's standard platting and development agreement processes.

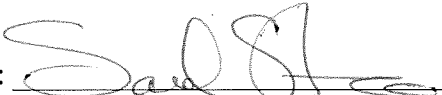
30. BUSINESS SUBSIDY ACT NOT APPLICABLE. This Agreement does not constitute and formal business subsidy as defined by Minnesota Statutes, Sections 116J.993 to 116J.995. The land price determined in this Agreement is a result of negotiations, based on the conditions of the Property.

31. COUNTERPARTS; DIGITAL COPIES. This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

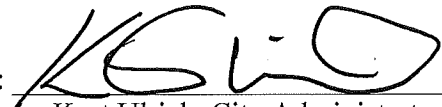
32. DEADLINE FOR REMOVAL OF CITY PROPERTY. The City shall have until September 15, 2017 to remove: all bunker blocks located on the perimeter of the property (approximately 250+), approximately 100 tons of stock-piled boulders/ rocks, and approximately 500 tons of stock-piled con-bit (class 5).

33. IRS SECTION 1031 TAX-DEFERRED EXCHANGE. The Seller herein acknowledges that it is the intention of the Buyer to complete an IRS Section 1031 Tax-Deferred Exchange and that the Buyer's rights under this Agreement shall be assigned to Commercial Partners Exchange Company, LLC, for the purpose of completing such exchange. Further, this Agreement may be assigned to an exchange accommodation title holder for the purpose of structuring build-to-suit construction exchange under Section 1031 according to Revenue Procedure 200-37. Seller agrees to cooperate with the Buyer and/or its assigns in a manner necessary to complete said exchange.

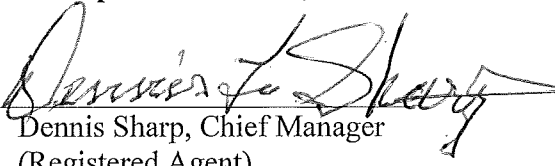
SELLER: The City of Ramsey, Minnesota

By: 
Sarah Strommen, Mayor

Dated: 7-11 2017

By: 
Kurt Ulrich, City Administrator

BUYER: Maple Investments, LLC.

By:  Dated: June 21, 2017
Dennis Sharp, Chief Manager
(Registered Agent)

**FIRST AMENDMENT
TO
PURCHASE AGREEMENT**

This is the First Amendment to the attached Purchase Agreement by and between the **City of Ramsey** and **Maple Investments, LLC** dated August 22, 2017.

Recitals

1. The Purchase Agreement is for the purchase of approximately 9.33 acres. Buyer wishes to divide the 9.33 acres into two separate purchases.
2. The purpose of this Amendment is to reduce the acreage subject to the original Purchase Agreement. The remaining acreage will be acquired under a separate purchase agreement.
3. Seller is amenable to splitting the purchase into two separate acquisitions, subject to the terms and conditions set forth below.

Agreement

1. **SALE OF PROPERTY.** The legal description in Paragraph 2 of the Purchase Agreement is hereby modified as follows, with the struck-out language deleted and the underlined language added:

The ~~roughly northern 9.33~~ northeastern 4.74 acres of Lot 1, Block 1, Bury & Carlson Addition, Anoka County, Minnesota (part of County PID 27-32-25-34-009). The property size and legal description to be agreed upon by the Buyer and Seller through the City of Ramsey's official platting process.

2. **PURCHASE PRICE.** The purchase price set forth in Paragraph 3 of the Purchase Agreement is hereby reduced to \$309,711.00 (\$1.50 per square foot).
3. **REMAINING TERMS.** All other provisions of the Purchase Agreement remain unchanged except to the extent inconsistent with the terms of this First Amendment. The terms used in this First Amendment have the same meaning as in the Purchase Agreement.

The City of Ramsey, Minnesota

By: _____

Sarah Strommen, Mayor

Dated: _____, 2017

By: _____

Kurt Ulrich, City Administrator

Dated: _____, 2017

Maple Investments, LLC.

By: _____

Dennis Sharp, Chief Manager

Dated: _____, 2017

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Maple Investments, LLC**, a Minnesota limited liability company (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Agreement is August 22, 2017 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property, legally described as follows:

The northwestern 4.57 acres of Lot 1, Block 1, Bury & Carlson Addition, Anoka County, Minnesota (part of County PID 27-32-25-34-009). The property size and legal description to be agreed upon by the Buyer and Seller through the City of Ramsey’s official platting process.
3. **PURCHASE PRICE.** The purchase price for the Property is \$298,603.00 (the “Purchase Price”). The Purchase Price shall be adjusted on the gross square footage of the Property. Such price adjustment will be determined by multiplying the gross square footage of the Property by \$1.50 per square foot.
4. **EARNEST MONEY.** Within ten (10) business days after the Effective Date, Buyer must deposit the sum of \$10,000.00 (the “Earnest Money”) with Commercial Partners Title, LLC, (Attn: Jeffrey Peterson), 200 South 6th Street, Suite 1300, Minneapolis, MN 55402 (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - a. If Buyer does not deposit the Earnest Money with Escrow Agent as required above, then Seller may terminate this Agreement by written notice to Buyer; provided; however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller’s right to terminate, Seller’s right to terminate is extinguished.
 - b. Unless Buyer has previously terminated this Agreement pursuant to Section 9, \$10,000.00 of the Earnest Money (the “Initial Disbursement”) becomes non-refundable to Buyer (except in accordance with Section 24 as a result of a default

by Seller) on October 01, 2018 and on that date Escrow Agent must disburse the Initial Disbursement to Seller.

- c. In the event Buyer requests an extension of the Inspection Period, and the extension is agreed to in writing by Seller, all remaining Earnest Money shall become non-refundable and released to the Seller by the Escrow Agent.
- d. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 23 as a result of a default by Seller).
- e. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer, other than Earnest Money Escrow Agent is obligated to disburse to Seller pursuant to Sections 4(b) and (c).
- f. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.

5. PLATTING & DEVELOPMENT AGREEMENT. This agreement is conditional upon Buyer obtaining an approved final plat and a development agreement with the City of Ramsey for the development of a minimum 20,000 square foot building on the Property before Closing. Development Agreement and Site Plan must comply with all local zoning ordinances and design standards. The Development Agreement required for development of the Land shall include, as exhibits, the site design and the front, side and rear elevations of the proposed structure(s). Seller expressly reserves the right to approve the site design and elevations to be utilized on this Property.

6. TITLE COMMITMENT.

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within ten (10) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date twenty (20) business days after the receipt of the Title Commitment to review Title and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on

Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception.**" Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 14, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 14, Buyer may, at any time with five (5) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money (other than Earnest Money that Escrow Agent has disbursed to Seller pursuant to Sections 4(b) and (c)) ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the five (5) business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the expiration of the Inspection Period (as defined in Section 9), Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests, and additional survey work, subject to the following conditions:
- a. Upon the earlier of the date one week after Buyer's completion of its activities on the Property or the date one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or

Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.

- c. Buyer must comply with and shall cause its employees, agents, and contractors to comply with all applicable laws, while on the Property.
 - d. Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller, and Seller approves the work plan, in writing. Seller may not unreasonably withhold condition or delay Seller's approval of a work plan.
 - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
 - f. The cost of any test or additional survey work will be borne solely by Buyer.
- 8. PROPERTY SOLD AS IS.** Subject to Buyer's right to terminate this Agreement pursuant to Sections 5,6, and 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:
- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose).
 - b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, except as described in Section 32.
 - c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and
 - d. The condition of the Property is fit for Buyer's intended use.
 - e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous

Substance is located on or under the Property or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to October 01, 2018 (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to apply for all governmental approvals and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.
- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer’s determination, in Buyer’s sole and absolute discretion, that the condition of the Property is not suitable for Buyer’s intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer’s intention to proceed (a “**Notice to Proceed**”) to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds, other than Earnest Money Escrow Agent is obligated to disburse to Seller pursuant to Sections 4(b) and (c).
- d. During the Inspection Period, Buyer will conduct pre-leasing for the Property (including the installation of a real estate sign), seek city approval of site plans and proposed uses, apply for governmental approvals and entitlements, commence negotiations with a source of financing, order due diligence items such as survey, appraisal, environmental assessments, etc.

10. DEFINITIONS. As used in this Agreement:

“**Claim**” or “**Claims**” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

“Hazardous Substance” or **“Hazardous Substances”** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- 11. RELEASE.** Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.
- 12. INDEMNITY.** Buyer agrees to indemnify, hold harmless and defend Seller or anyone acting on its behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller’s actions or inactions.
- 13. NOTICES.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail, fax or e-mail. Notices are effective two business

days after they are mailed via certified mail, return receipt requested or, if delivered in any other manner, when the party to whom the notice is directed actually receives the notice. If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

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

Buyer: Dennis Sharp
Maple Investments, LLC
500 Bunker Lake Boulevard
Anoka, Minnesota 55303

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

14. CLOSING. This transaction shall close on the date agreed to by Buyer and Seller, which shall be on a date no more than thirty (30) days after Buyer delivers a Notice of Suitability to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement. The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid the necessity for a Closing at which the Parties are present.

a. Seller's Obligations at Closing. At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:

- i. A warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
- ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer; and
- iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

b. Buyer's Obligations at Closing. At Closing, Buyer must:

- i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay to or will receive from Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
- ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value.

15. OPTION TO EXTEND. In the event Buyer requests a 60-day extension of the Inspection Period, and the extension is agreed to in writing by Seller, Buyer must deposit an additional \$5,000 Earnest Money with the Escrow Agent. Both the original Earnest Money, and the additional Earnest Money, is nonrefundable, and will comply with terms outlined in Section 4 of this Agreement. A total of two (2) 60-day extensions may be granted to the Buyer from the Seller.

a. Closing Costs.

- i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller's portion of the prorated property taxes.
 2. Seller's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. State deed tax.
 5. The cost of providing Title Commitment as prescribed in Section 6
 6. The cost of real estate broker commission fees as prescribed in Section 16.
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
 1. Buyer's portion of prorated property taxes.
 2. Buyer's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. Documentary and recording fees for the deed(s).
 5. The cost of the owner's title insurance policy if Buyer elects to purchase an Owner's title insurance policy.

b. Possession. Seller must deliver possession of the Property to Buyer at Closing.

16. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's and Buyer's

Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

- 17. ASSIGNMENT.** This Agreement may not be assigned without the express written consent of the non-assigning Party. The Seller will not unreasonably withhold Buyer's ability to reassign this Agreement. Seller acknowledges that Buyer intends to reassign this Agreement to a newly formed Minnesota limited liability company.
- 18. THIRD PARTY BENEFICIARY.** There are no third party beneficiaries of this Agreement, intended or otherwise.
- 19. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.
- 20. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
- 21. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement, and the related Development Agreement, if any, constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties. In the event the terms of this Agreement conflict with the terms of the Development Agreement, the latter shall control.
- 22. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 23. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 24. REMEDIES.**
 - a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 12 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
 - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement

terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

- 25. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 26. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.
- 27. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 28. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
- 29. DEVELOPMENT REQUIREMENTS & CONSTRUCTION DEADLINES.**
- a. If following conditions are not satisfied by the Buyer, a \$150,000 payment must be paid to the Seller immediately.
 - i. Buyer must obtain a certificate of occupancy from the City of Ramsey for the construction of a minimum 20,000 square foot building, by July 01, 2019.
 - b. The Buyer must supply the Seller an irrevocable letter of credit in the amount of \$150,000.
 - i. This letter of credit will remain in place until the Buyer obtains certificates of occupancy as outlined in Section 29 of this Agreement.
 - ii. The Seller shall immediately draw on this letter of credit in the event the Buyer defaults on Section 29(a,i) of this Agreement.
 - iii. This letter of credit shall be furnished and executed before Closing.
 - iv. This letter of credit shall meet City of Ramsey Finance Department standards, and must be approved by the Seller before Closing.

- v. This letter of credit is separate from the letter of credit that will be required by the City of Ramsey through the city's standard platting and development agreement processes.

30. BUSINESS SUBSIDY ACT NOT APPLICABLE. This Agreement does not constitute and formal business subsidy as defined by Minnesota Statutes, Sections 116J.993 to 116J.995. The land price determined in this Agreement is a result of negotiations, based on the conditions of the Property.

31. COUNTERPARTS; DIGITAL COPIES. This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

32. DEADLINE FOR REMOVAL OF CITY PROPERTY. The City shall have until September 15, 2017 to remove: all bunker blocks located on the perimeter of the property (approximately 250+), approximately 100 tons of stock-piled boulders/ rocks, and approximately 500 tons of stock-piled con-bit (class 5).

33. IRS SECTION 1031 TAX-DEFERRED EXCHANGE. The Seller herein acknowledges that it is the intention of the Buyer to complete an IRS Section 1031 Tax-Deferred Exchange and that the Buyer's rights under this Agreement shall be assigned to Commercial Partners Exchange Company, LLC, for the purpose of completing such exchange. Further, this Agreement may be assigned to an exchange accommodation title holder for the purpose of structuring build-to-suit construction exchange under Section 1031 according to Revenue Procedure 200-37. Seller agrees to cooperate with the Buyer and/or its assigns in a manner necessary to complete said exchange.

SELLER: The City of Ramsey, Minnesota

By: _____
Sarah Strommen, Mayor

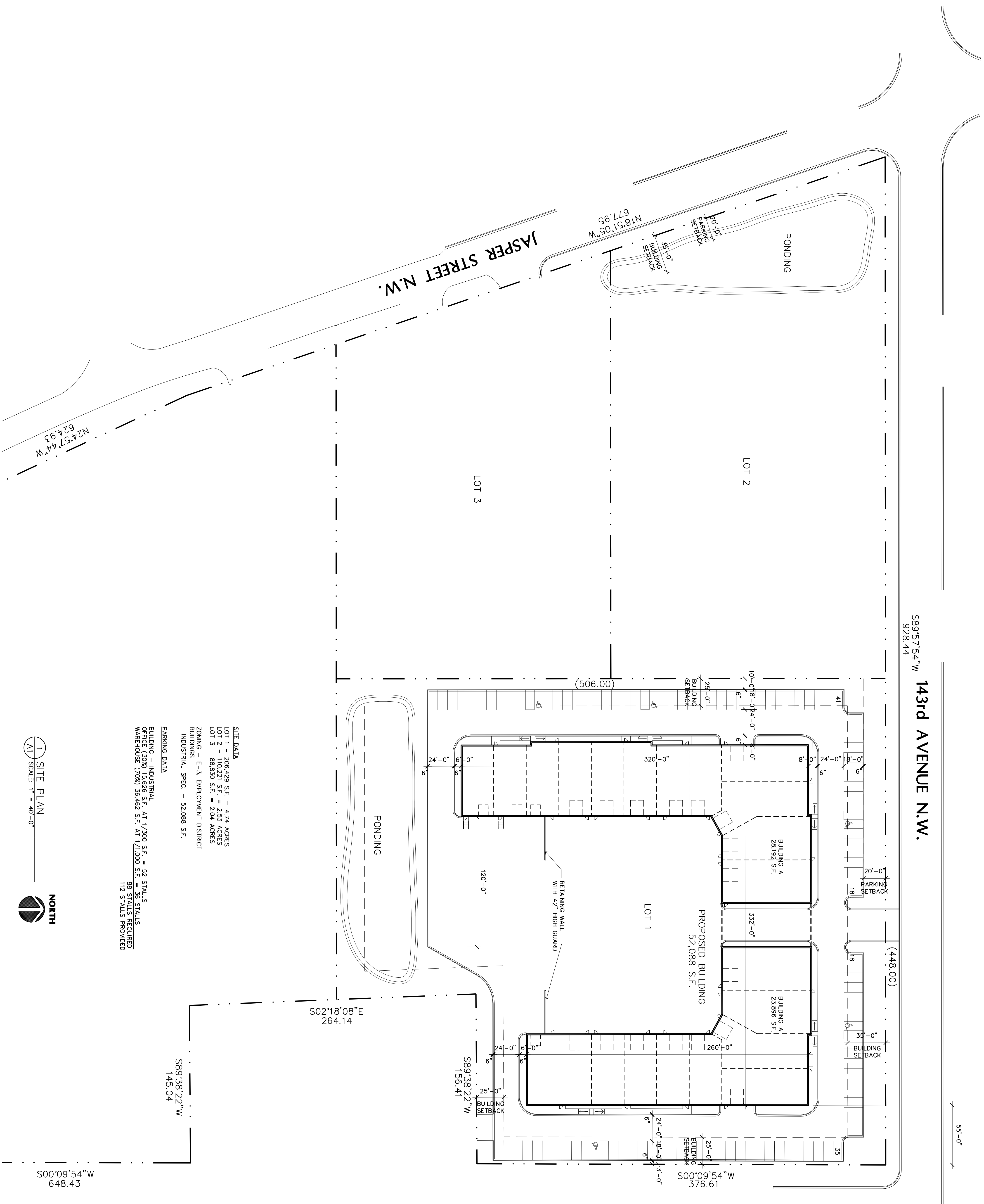
Dated: _____ 2017

By: _____
Kurt Ulrich, City Administrator

BUYER: Maple Investments, LLC.

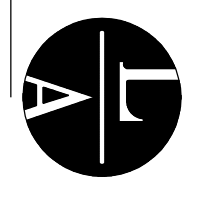
By: _____
Dennis Sharp, Chief Manager

Dated: _____, 2017



SITE DATA
 LOT 1 - 206,429 S.F. = 4.74 ACRES
 LOT 2 - 110,221 S.F. = 2.53 ACRES
 LOT 3 - 88,830 S.F. = 2.04 ACRES
ZONING - E-3, EMPLOYMENT DISTRICT
BUILDINGS
 INDUSTRIAL SPEC. - 52,088 S.F.
PARKING DATA
 BUILDING - INDUSTRIAL
 OFFICE (30%) 19,626 S.F. AT 1,200 S.F. = 52 STALLS
 WAREHOUSE (70%) 36,462 S.F. AT 1,000 S.F. = 36 STALLS
 88 STALLS REQUIRED
 112 STALLS PROVIDED

1 SITE PLAN
 AT SCALE: 1" = 40'-0"
 NORTH



LAMPERT'S ARCHITECTS
 420 Summit Avenue
 St. Paul, MN 55103
 Phone: 612.755.1211 Fax: 612.757.2889
 lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY FOR CONSTRUCTION
 SHEET NO. A1
 LAMPERT ARCHITECTS
 13669
 5/31/17

Shorp & Associates, LLC

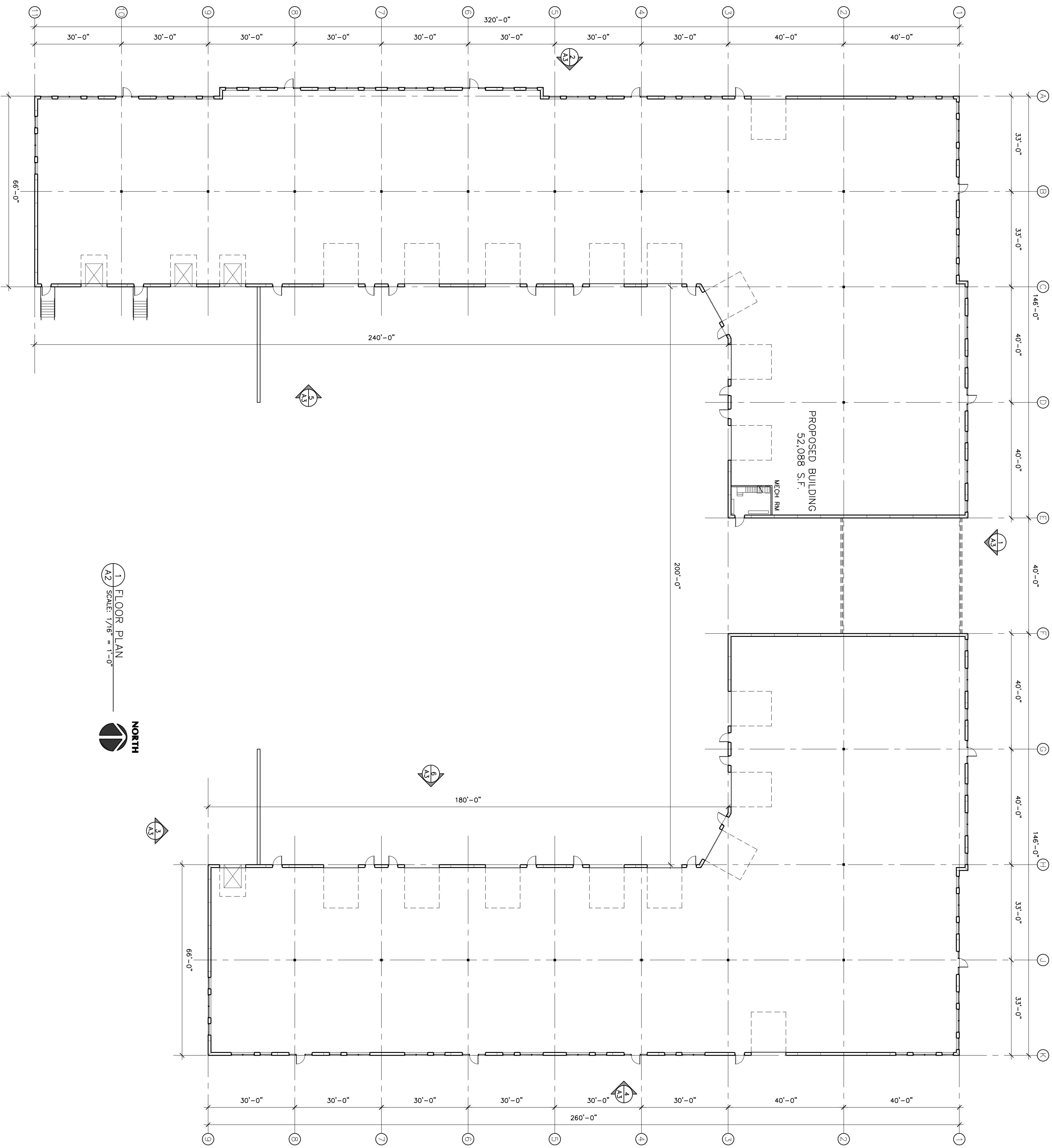
SA
 500 Bunker Lake Blvd
 Anoka, MN 55303
 Ph: (763) 425-2002
 Fax: (763) 425-6428

JASPER INDUSTRIAL PARK
 Ramsey, Minnesota

Copyright 2017	Leonard Lampert Architects, P.A.
Project Designer:	JAMES B
Drawn By:	JRB
Checked By:	LL
Revisions	
5/31/17	PRELIMINARY
SHEET NUMBER	
SITE PLAN	
Sheet Number	

A1

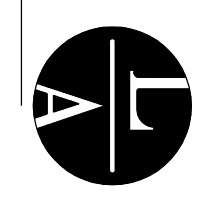
Project No. 170418-2



PROPOSED BUILDING
52,088 S.F.

MECH RM

1 FLOOR PLAN
A2 SCALE: 1/16" = 1'-0"
NORTH



LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 651.225.1411 Fax: 651.297.2849
http://www.lampert-arch.com

ARCHITECT CERTIFICATION:
I, LEONARD LAMPERT, ARCHITECT, P.E., M.A.S.,
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED ARCHITECT UNDER THE
LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY FOR CONSTRUCTION

Sharp & Associates, LLC



500 Boulder Lake Blvd
Ply (763) 425-2002
Anoka, MN 55303
Fax (763) 425-6428

JASPER INDUSTRIAL BUILDING

Ramsey, Minnesota

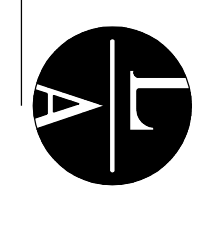
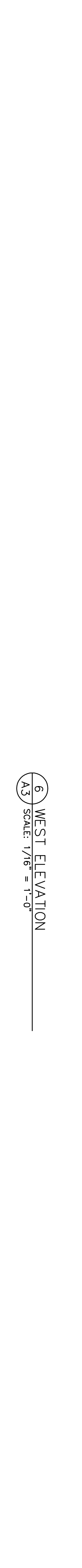
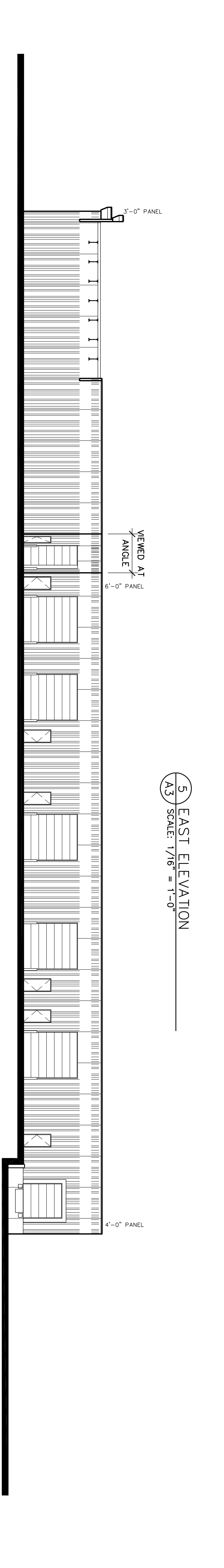
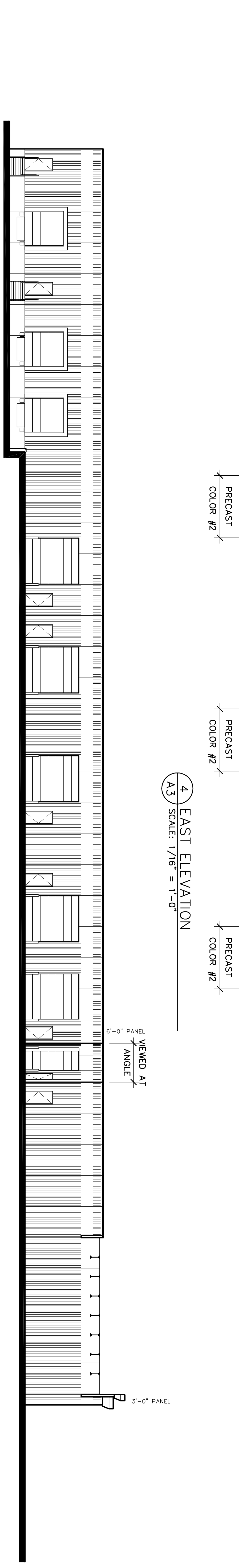
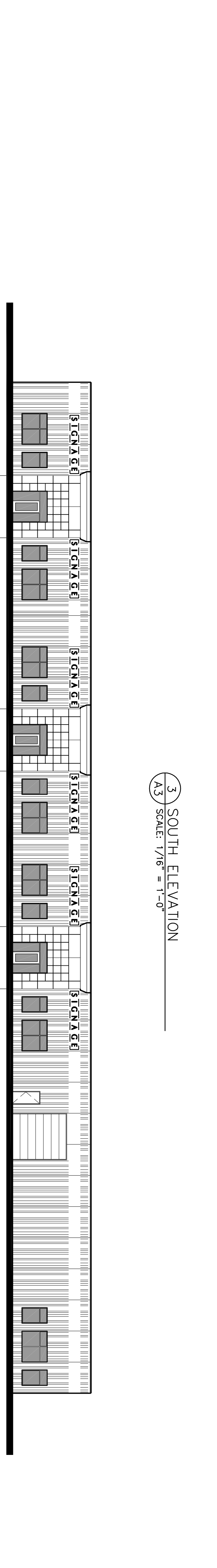
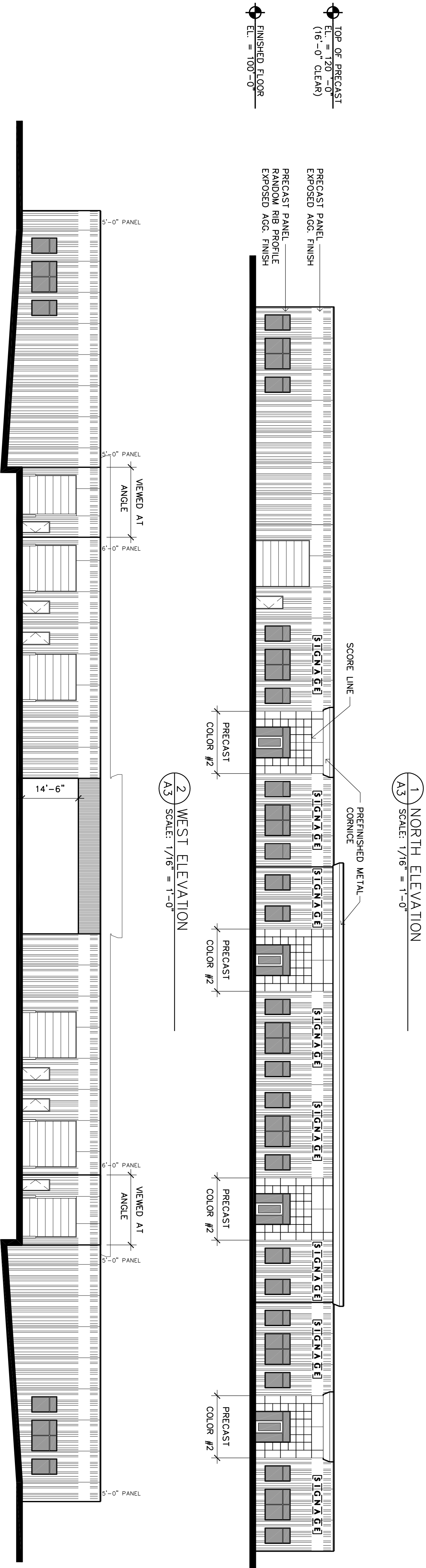
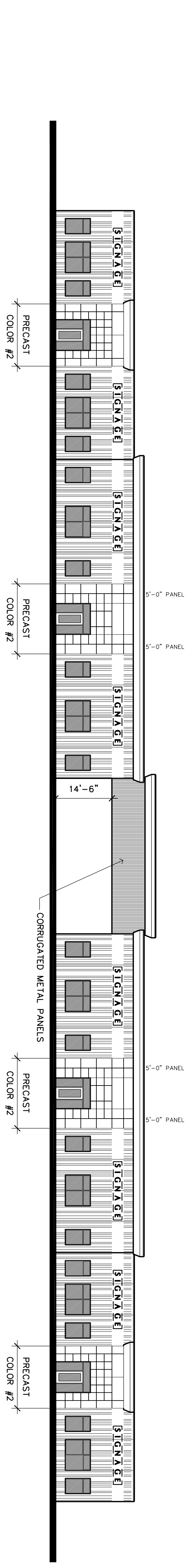
Copyright 2017
Lampert Architect, P.A.
Project Designer: JAMES B
Drawn By: AE
Checked By: LL
Revisions
5/31/17 PRELIMINARY

FLOOR PLAN

Sheet Number

A2

Project No. 170418-2



LAMPERT ARCHITECTS
 420 Summit Avenue
 St. Paul, MN 55102
 Phone: 651.225.1211 Fax: 651.297.2849
 lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
 PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY FOR CONSTRUCTION

Shorp & Associates, LLC



500 Baker Lake Blvd
 Ando, MN 55303
 Ph (763) 425-2002
 Fax (763) 425-6428

JASPER INDUSTRIAL BUILDING

Ramsey, Minnesota

Copyright 2017
 Universal Shorp Architects, P.A.
 Project Designer: JAMES B
 Drawn By: JRB
 Checked By: LL
 Revisions
 5/31/17 PRELIMINARY

BUILDING ELEVATIONS
 Sheet Number

A3

Project No. 170418-2

Economic Development Authority (EDA)

4. 3.

Meeting Date: 08/10/2017

Submitted For: Patrick Brama, Administrative Services

By: Nichole Wenberg, Administrative Services

Title:

Select Date and Speaker for 2017 EDA Business Networking Event

Purpose/Background:

Purpose of Case

The purpose of this case is to provide an update on the 2017 Business Networking Event. Staff is looking for direction from the EDA on the final selection of a date and guest speaker(s) for this event.

Detailed Background

Annually, the Ramsey EDA hosts a 'Fall Networking Event.' Typically, this event includes a keynote speaker(s), and a free breakfast for attendees. Historically, this event has taken place at the Ramsey Municipal Center in the AR room and has averaged 60-85 attendees. The Ramsey EDA allocates \$2,500 to this event annually. EDA Fall Networking Event attendees are typically manufacturers and representatives from the services industry (banking, insurance, financial, etc.).

The purpose of the EDA Fall Networking Event is for the City to develop and maintain positive relationships with Ramsey Businesses. Additionally, this event provides an opportunity for Ramsey businesses to network, provide self-help/best-practices solutions and identify opportunities for Ramsey businesses to buy/sell goods locally.

Notification:

NA

Observations/Alternatives:

Event Details

Date: Wednesday, November 15th, 2017, 8:00- 9:30 am

Location: Alexander Ramsey Room, Ramsey Municipal Center --Secured/Confirmed

Food/Drinks: Wells Catering Service, \$1,500 or less.

Theme/Topic: Effect of US Bank Stadium & Super Bowl on Economic Development, and Greater MSP Updates (proposed)

Keynote Speaker : Michael Langley, confirmed available**

Emcee: Jim Steffen

Small Stage: Metro Tent Rental, \$400

RVSPs: 87 (2016), 83 (2015), 84 (2014), 68 (2013), 60 (2012)

Flyer: See Attached Draft

**Staff is open to other ideas or adding another speaker. For example: <https://explorecoco.com/> is an idea. The owner of this company lives in Anoka County.

Funding Source:

EDA Budget- \$2,500

Recommendation:

NA

Action:

General discussion. Staff is interested in:

(1) keynote speaker input

(2) confirming the proposed 11/15

Attachments

2017 Business Networking Event Flyer

Form Review

Inbox

Kurt Ulrich

Patrick Brama (Originator)

Form Started By: Patrick Brama

Final Approval Date: 07/14/2017

Reviewed By

Katie Schmidt

Patrick Brama

Date

07/14/2017 10:24 AM

07/14/2017 12:47 PM

Started On: 07/13/2017 01:45 PM

City of Ramsey
Economic Development Authority presents

2017 BUSINESS NETWORKING EVENT



Effect of US Bank Stadium & Super Bowl on Economic Development

**You are invited to attend the Ramsey EDA
Business Networking Event!**

Wednesday, November 15th, 2017

8:00 a.m. – Networking & Free Wells Catering Breakfast

8:30 a.m. – Welcome & Introductions

8:40 a.m. – City of Ramsey
Development Updates and City News

**8:55 a.m. – Addressing Effect of US Bank Stadium &
Super Bowl on Economic Development,
Greater MSP Updates**
Michael Langley
CEO, Greater MSP

9:25 a.m. – Closing Remarks

Date:

Wednesday, November 15th, 2017

Time:

8:00 a.m. – 9:30 a.m.

Location:

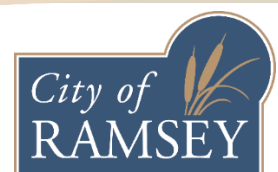
Alexander Ramsey Room,
Ramsey Municipal Center
7550 Sunwood Drive NW

RSVP:

Please note, space at this event is
limited. To register, please
contact Katie Schmidt by

Wednesday, November 1st

kschmidt@cityoframsey.com
763-433-9842



Economic Development Authority (EDA)

4. 4.

Meeting Date: 08/10/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Update: Joint Council-EDA Case on 9/26/2017

Purpose/Background:

Consider scheduling a joint EDA-Council worksession case on 09/26, 5:30pm, Lake Itasca Room, to review:
--the EDA workplan
--the EDA strategy for marketing/ selling land/ The COR

Notification:

Observations/Alternatives:

Funding Source:

Recommendation:

Action:

Consensus direction in regard to scheduling a joint EDA/Council work session case on September 26, 5:30pm, Lake Itasca Room, to review:
--the EDA work plan
--the EDA strategy for marketing/ selling land/ at *The COR*

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	08/03/2017 10:59 AM
Patrick Brama (Originator)	Patrick Brama	08/03/2017 12:21 PM
Kurt Ulrich	Kurt Ulrich	08/03/2017 01:09 PM
Form Started By: Patrick Brama		Started On: 07/25/2017 08:17 AM
Final Approval Date: 08/03/2017		