

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **PSD 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 **April 23, 2019** (the “Effective Date”).
- 2. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 2.30 acres of vacant land, legally described as follows:

PROPERTY DESCRIPTION PARCEL A:

Lot 2, Block 2, HY-10 RAMSEY, Anoka County, Minnesota;

EXCEPT

Parcel 4, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90, Anoka County, Minnesota;

ALSO, EXCEPT

That part of said Lot 2 which lies west of said Parcel 4, and which lies northerly of the following described Line "A" and its extensions:

Commencing at the northeast corner of said Lot 2; thence South 00 degrees 12 minutes 14 seconds East assumed bearing along the east line of said Lot 2 a distance of 44.00 feet to the point of beginning of said Line "A"; thence North 89 degrees 37 minutes 46 seconds West parallel with the north line of said Lot 2 a distance of 155.74 feet; thence northwest a distance of 101.06 feet along a tangential curve concave to the north having a radius of 230.00 feet and a central angle of 25 degrees 10 minutes 29 seconds; thence northwesterly a distance of 37.12 feet along a reverse curve concave to the southwest having a radius of 215.00 feet and a central angle of 09 degrees 53 minutes 30 seconds, to the west line of said Lot 2 and said Line "A" there terminating.

PROPOSED DRAINAGE & UTILITY EASEMENT DESCRIPTION:

A permanent easement for drainage and utility purposes over under and across Parcel 4PE as shown on said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90.

TOGETHER WITH

A 10.00 foot wide permanent easement for drainage and utility purposes over under and across that part of said Lot 2 which lies west of said Parcel 4PE, and which lies northerly of a line drawn parallel with and distant 10.00 feet southerly of the above described Line "A" and it's extensions.

AND;

PROPERTY DESCRIPTION PARCEL B:

Lot 3, Block 2, HY-10 RAMSEY, Anoka County, Minnesota;

EXCEPT

Parcel 5, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90, Anoka County, Minnesota;

PROPOSED DRAINAGE & UTILITY EASEMENT DESCRIPTION:

A permanent easement for drainage and utility purposes over under and across Parcel 5PE as shown on said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90. (the "Property")

Addresses: 8020 147<sup>th</sup> Avenue NW, Ramsey, MN and 8019 146<sup>th</sup> Avenue NW Ramsey, MN 55303.

Anoka County Property Identification: Part of 29-32-25-14-0019 and Part of 29-32-25-14-0009;

3. **PURCHASE PRICE.** The purchase price for the Property is \$1.00 (the "Purchase Price"). The property valuation is \$621,019 for the purposes of the land exchange.
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within (5) business days after the Effective Date, Buyer must deposit the sum of \$1.00 (the "Earnest Money") with Registered Abstracters Inc., 2115 3<sup>rd</sup> Avenue, Anoka, MN 55303 ("Escrow Agent"), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - a. If Buyer does not deposit the Earnest Money 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. 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 22 as a result of a default by Seller).
  - c. 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.

- d. 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. **SURVEY.** Seller shall, at Seller's expense, obtain an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) (the "Survey") from a duly licensed surveyor and deliver it to Buyer within thirty (30) days after the Effective Date. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense.

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) 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 thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey 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 10, 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 10, Buyer may, at any time with three (3) 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 to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three (3) 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 Closing, 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. Within 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 Seller 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 it employees, agents, and contractors to comply with all applicable laws, while on the Property.
  - d. Other than a standard Phase 1 environmental assessment, 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 Section 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;
- 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 **August 23, 2019** (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 obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property) 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.

**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.** By accepting the deed to the Property, 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. 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 or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Pacific Time will be deemed provided on the following day). 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  
Email: kulrich@cityoframsey.com

Buyer: PSD, LLC  
Matt Kuker  
7533 Sunwood Drive NW  
Suite 220  
Ramsey, MN 55303  
Email: Matt.Kuker@psdlanddevelopment.com

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.

**13. CLOSING.** This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement; provided, however, Buyer may extend the Closing a total of two (2) times, each time for a period of sixty (60) days, by depositing an additional One Thousand and 00/100 Dollars (\$1,000.00) earnest money with Escrow Agent for each extension. Each \$1,000 extension payment shall be non-refundable, but applicable to the Purchase Price. 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.

**14.**

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

- i. A limited 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 and any installments of special assessments certified for payment therewith; (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 for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to 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, if required and necessary.
- c. **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 shall pay all outstanding property taxes, including but not limited to, Payable 2019 for the Property.
    - 2. Seller's own attorney's fees.
    - 3. One-half the cost of any closing fees.
    - 4. The cost of real estate broker commission fees as prescribed in Section 15.
  - 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.
6. State deed tax.

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

**15. 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, other than CBRE, Inc. ("Buyer's Broker"), which represents the Seller and the Buyer. Seller shall pay Broker as required by their agreement (5% of final sale price). 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 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.

**16. ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party. The Seller recognizes the Buyer intends to assign this Agreement to an affiliated special purpose entity that will be registered officially with the State of Minnesota.

**17. THIRD PARTY BENEFICIARY.** There are no third party beneficiaries of this Agreement, intended or otherwise.

**18. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.

**19. 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.

**20. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement 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.

**21. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.

**22. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

**23. 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 and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. CONSTRUCTION DEADLINE.** Buyer shall obtain a certificate of occupancy from the City of Ramsey for the construction of Building (to be further defined) by November 23, 2020. At Closing, a “Right of Re-Entry Agreement” must be executed and recorded to the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained.

**30. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Pacific Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

**31. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards.

**SELLER: The City of Ramsey**, a Minnesota municipal corporation

By: \_\_\_\_\_  
John LeTourneau, Mayor

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: \_\_\_\_\_, 2019

**BUYER: PSD, LLC**, a Minnesota Limited Liability Company.

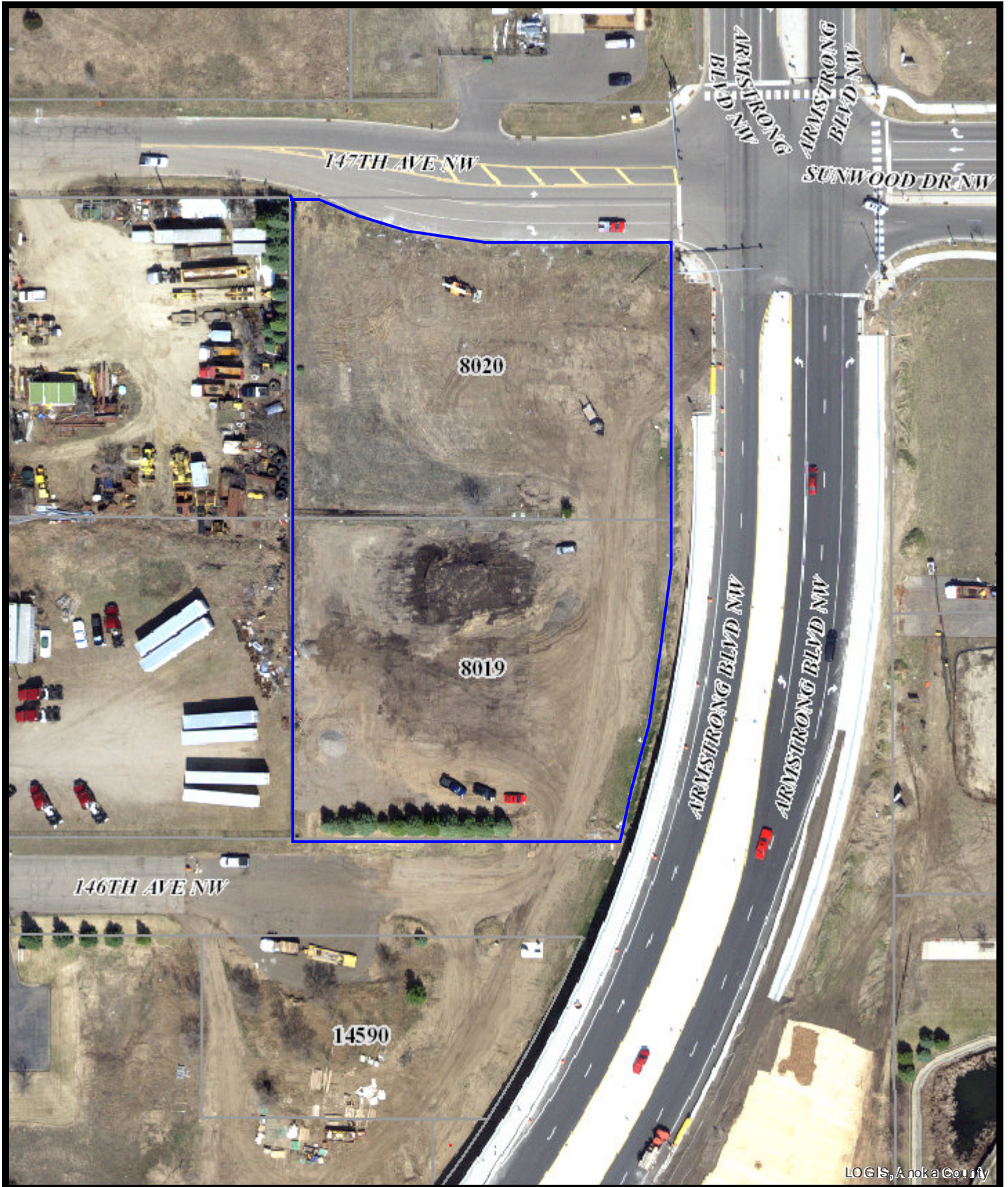
By: \_\_\_\_\_  
Matt Kuker, Chief Operating Officer

Dated: \_\_\_\_\_, 2019

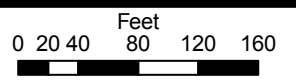
## Term Sheet for PSD LLC Acquisition of Parcel 45 (Land Exchange)

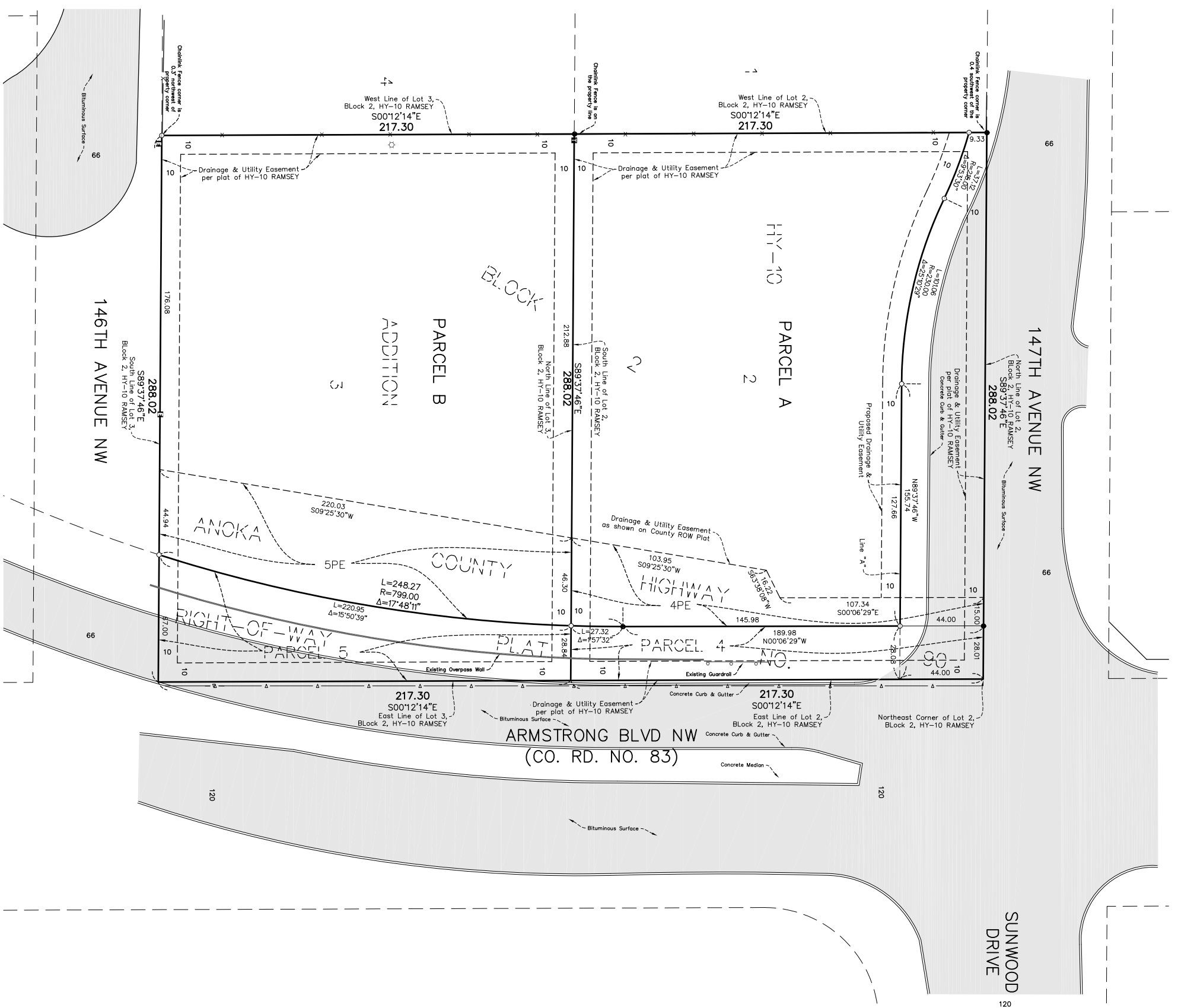
<b>Real Estate</b>	Tax ID Numbers Pt. 29-32-25-14-0010, and Pt. of 29-32-25-14-0009
<b>Acreage</b>	Approximately 2.30 acres or 100,003 SF
<b>Asking Price</b>	\$960,000 (\$9.24 / SF)
<b>Offer Price</b>	\$621,019 (\$6.21 / SF)
<b>Earnest Money</b>	\$ 1.00 (Land Exchange)
<b>Inspection Period</b>	April 23, 2019-August 23, 2019 (will work through site plan and platting process for development but the closing will not be dependent on site plan approval)
<b>Closing</b>	Within 30 days of notice to proceed.
<b>Extensions</b>	Up to two 60-day extensions with written notice (price to be determined)
<b>City take care of</b>	ALTA Survey and Title Work.
<b>Performance</b>	City to require construction of 1 Building (To be determined through Site Plan) and a Certificate of Occupancy to be issued by November 23, 2020. If this is not done, the City may exercise the Right of Re-Entry. (construction deadline)
<b>Assignment</b>	Requires city approval if not same owners/ company.
<b>Review</b>	EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry Planning Commission (Tim): Land Use, Development Agreement, Site Plan, Plat Council: Final Approval on both items

# Parcel 45 w/o ROW (PSD LLC to Acquire)



LOGS, Anoka County





**EXISTING PROPERTY DESCRIPTION:**  
 (PFD No. 298-32-25-14-000)  
 Lot 2, Block 2, HY-10 RAMSEY, Anoka County, Minnesota (Limited Warranty Deed Doc#2035677.003)  
 (PFD No. 298-32-25-14-001)  
 Lot 3, Block 2, HY-10 RAMSEY, Anoka County, Minnesota (Warranty Deed Doc#2082201.001)

**PROPOSED PROPERTY DESCRIPTION PARCEL A:**

Lot 2, Block 2, HY-10 RAMSEY, Anoka County, Minnesota;  
 EXCEPT  
 Parcel 4, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90, Anoka County, Minnesota;  
 ALSO EXCEPT

That part of said Lot 2 which lies west of the following described Line "A" and its extensions:

Commencing at the northeast corner of said Lot 2; thence South 00 degrees 12 minutes 14 seconds East assumed bearing along the east line of said Lot 2 a distance of 44.00 feet; thence North 89 degrees 37 minutes 46 seconds West parallel with the north line of said Lot 2 a distance of 153.74 feet; thence Northwest a distance of 101.06 feet along a tangential curve concave to the north having a radius of 230.00 feet and a central angle of 23 degrees 10 minutes 23 seconds; thence Northwest a distance of 371.2 feet along a reverse curve concave to the southwest having a radius of 215.00 feet and a central angle of 09 degrees 53 minutes 30 seconds; to the west line of said Lot 2 and said Line "A" three terminating.

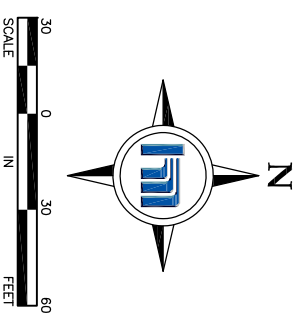
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A permanent easement for drainage and utility purposes over under and across Parcel 4PE as shown on said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90 TOGETHER WITH  
 A 10.00 foot wide permanent easement for drainage and utility purposes over under and across that part of said Lot 2 which lies west of said Parcel 4PE, and which lies northerly of a line drawn parallel with and distant 10.00 feet southerly of the above described Line "A" and its extensions.

**PROPOSED PROPERTY DESCRIPTION LOT B:**

Lot 3, Block 2, HY-10 RAMSEY, Anoka County, Minnesota;  
 EXCEPT  
 Parcel 5, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90, Anoka County, Minnesota;

A permanent easement for drainage and utility purposes over under and across Parcel 5PE as shown on said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 90.

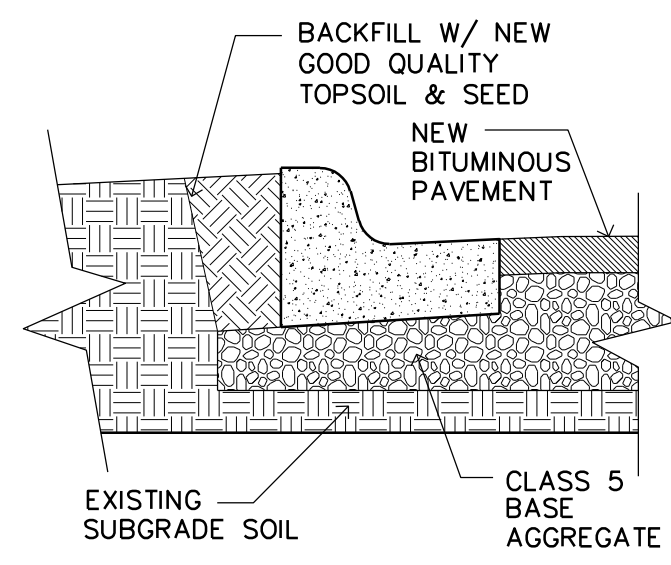


**LEGEND**  
 ● = Iron monument found  
 ○ = Iron monument set and marked with license No. 49138.  
 --- = Denotes Right of Access dedicated to Anoka County per plat of HY-10 RAMSEY

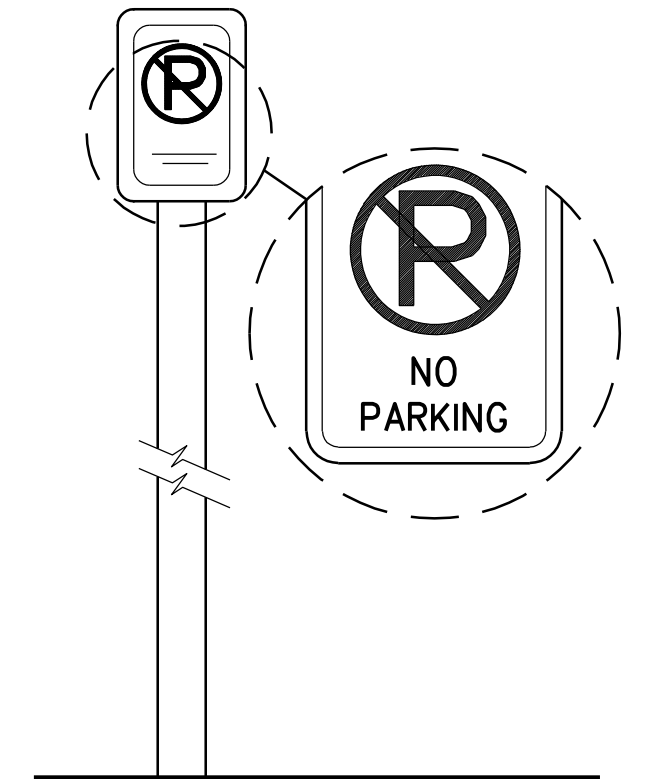
**NOTES:**

- In providing this survey no attempt has been made to obtain or show data concerning existence, size, depth, location, or ownership of any utility existing on the site, whether private, municipal or public owned.
- The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, or other facts that on accurate and current title search may disclose.
- These lots are in Section 29 Township 32 Range 25.
- Bearings are based on Anoka County Coordinate System.
- Square footage of Parcel A is 46,711 sq.ft. or 1.07 acres. Square footage of Parcel B is 53,292 sq.ft. or 1.22 acres.

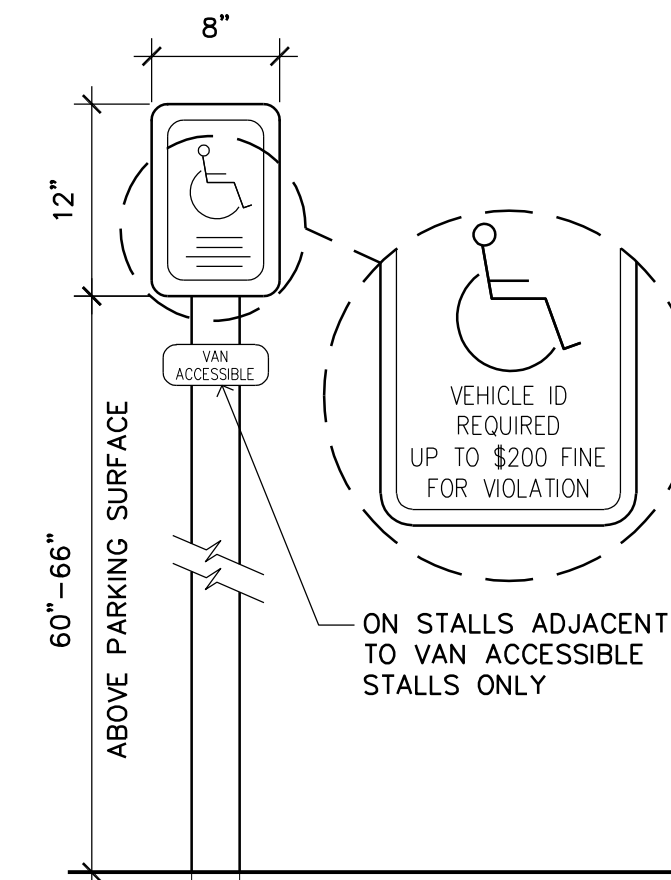
<p><b>Certificate of Survey</b> ~ for ~ <b>CITY OF RAMSEY</b></p>	<p><b>Lots 2 &amp; 3, Block 2, HY-10 RAMSEY</b>  ANOKA COUNTY, MINNESOTA Subject to easements of record, if any.</p>	<p>Civil Engineers and Land Surveyors 3601 Thurston Avenue, Anoka, Minnesota 55303 763-427-5860 FAX 763-427-0520 www.haa-inc.com</p>	<p>I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.</p> <p style="text-align: right;">         Brian Person        MN License No. 49138 Date 03/04/19     </p>
<p>DATE</p>	<p>REVISION</p>	<p>DESIGNED BY BRP        DRAWN BY BRP        CHECKED BY SMM        BOOK        PAGE        SCALE 1"=30'        DATE 03/04/19        FILE NO. RA1118</p>	



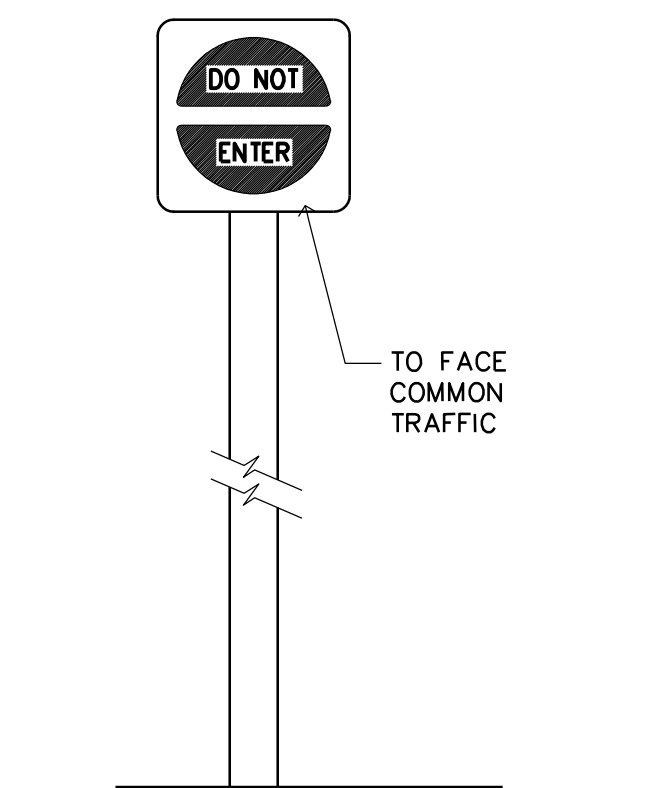
7 B6-12 CONCRETE CURB  
SCALE: 1/2" = 1'-0"



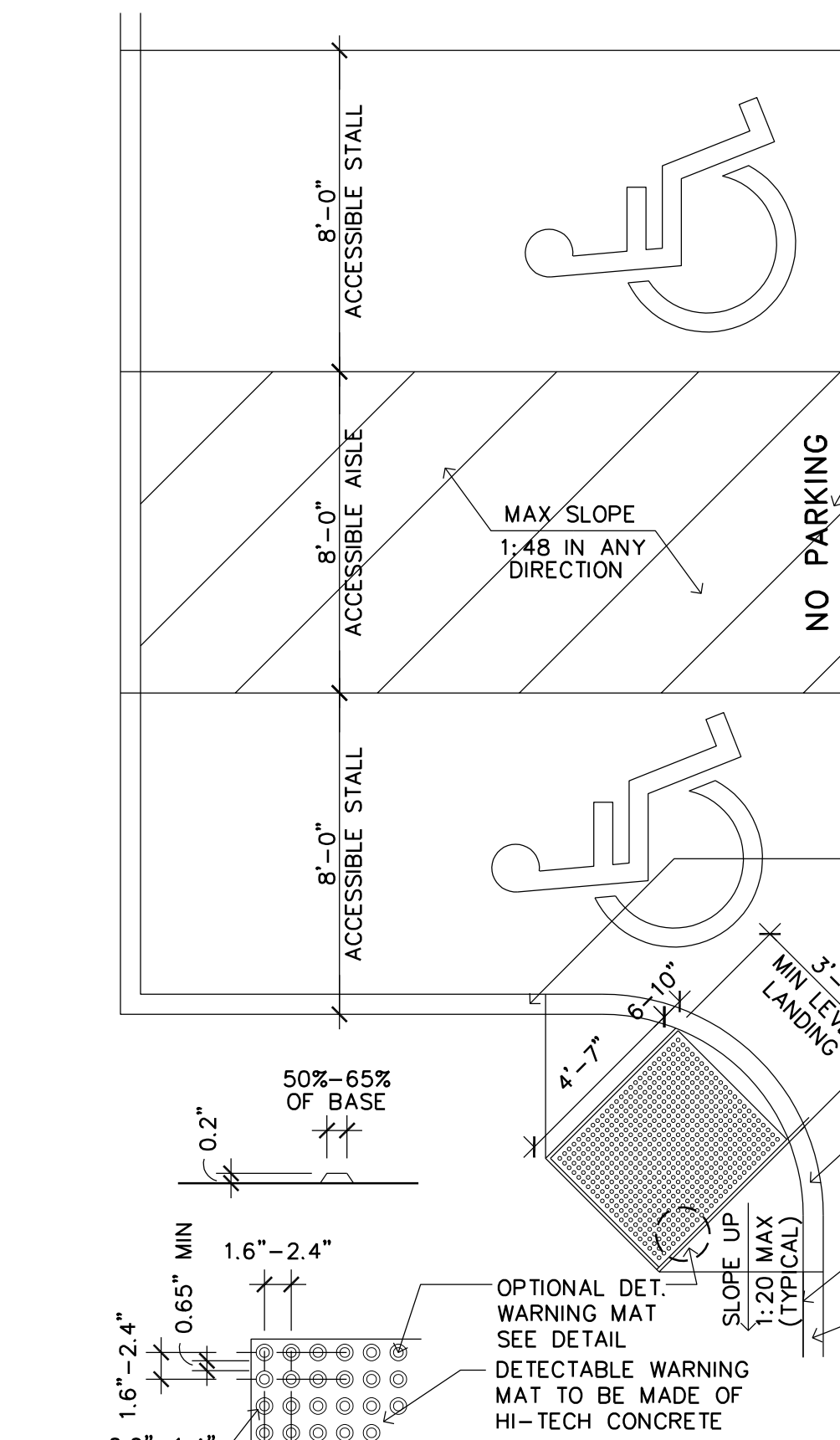
6 NO PARKING SIGN  
SCALE: 1" = 1'-0"



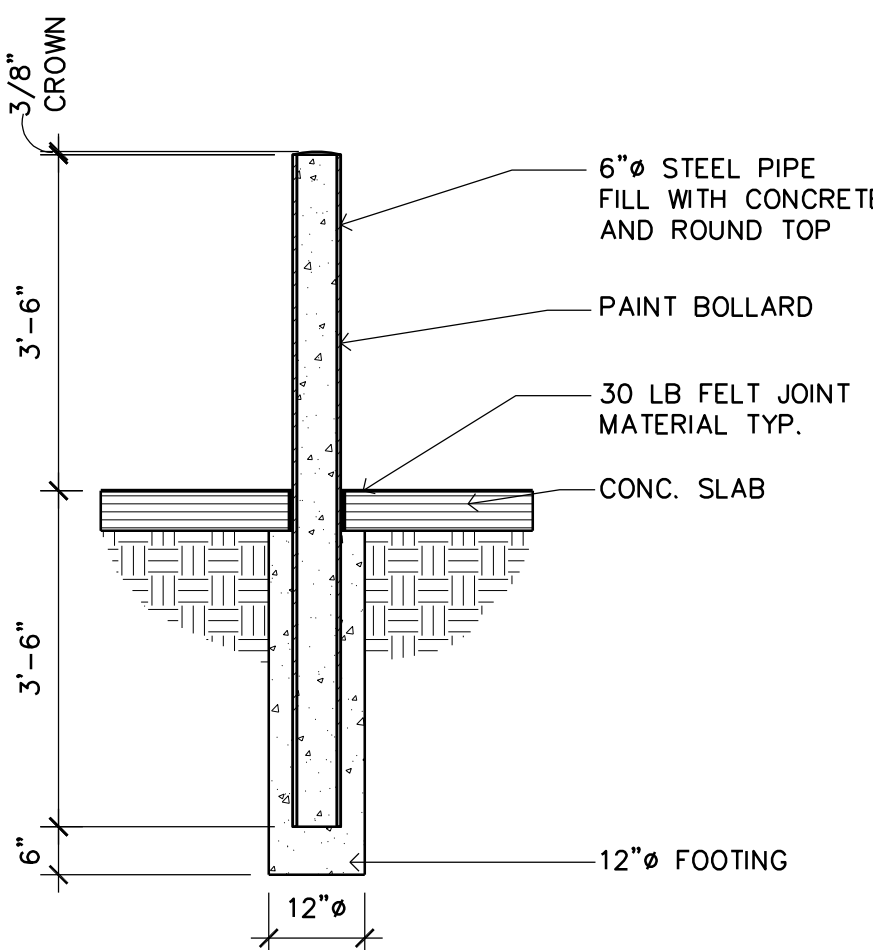
5 ACCESSIBLE PARKING SIGN  
SCALE: 1" = 1'-0"



3 DO NOT ENTER SIGN  
SCALE: 1" = 1'-0"



4 ACCESSIBLE CURB CUT DETAIL  
SCALE: 1/4" = 1'-0"



2 CONCRETE BOLLARD  
SCALE: 1/2" = 1'-0"

ALL ACCESS AISLES SHALL BE MARKED WITH NO PARKING (MSBC 502.4.4)  
NOTE: WALKING SURFACE SHALL COMPLY WITH ICC/ANSI A117.1 SECTION 403 AND 705  
NOTE: CURB RAMP AND ACCESSIBLE AISLE/ STALL(S) SHALL BE DESIGNED TO PREVENT WATER FROM PONDING  
NOTE: CROSS SLOPES ON WALKING SURFACE NOT TO EXCEED 1:48

B612 CONCRETE CURB AND GUTTER  
TAPER CURB DOWN TO PAVEMENT  
BACK OF CURB  
FACE OF CURB

**SITE DATA**  
LOT SIZE - 100,034 S.F. = 2.30 ACRES  
VACATED RIGHT OF WAY - ±9,467 S.F. = 0.22 ACRES  
ZONING - COR 2

**BUILDINGS**  
RETAIL MALL - 15,152 S.F.  
QUICK SERVE RESTAURANT - 3,600 S.F.

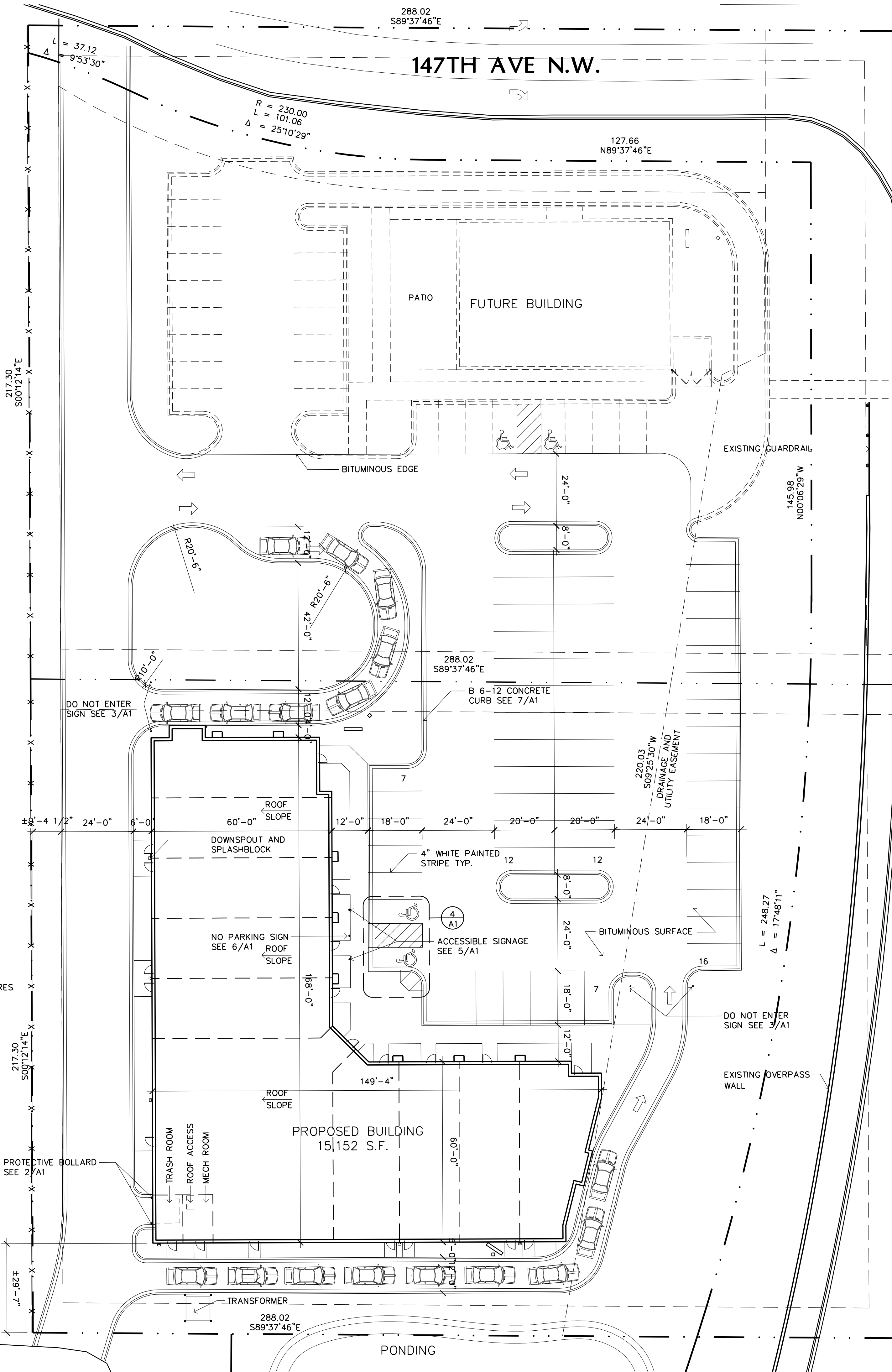
**PARKING DATA**

Requirement	Minimum	Maximum	Provided	Future
RETAIL	15,152 S.F. AT 2/1,000 = 30 STALLS	79 STALLS MAXIMUM	54 STALLS PROVIDED	24 FUTURE STALLS
RESTAURANT	3,600 S.F. AT 3/1,000 = 11 STALLS	41 STALLS MINIMUM		

1 SITE PLAN  
SCALE: 1" = 20'-0"



146TH AVE N.W.



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 DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

**PRELIMINARY NOT FOR CONSTRUCTION**

**ARMSTRONG RETAIL**  
Ramsey, Minnesota

Copyright 2019 Leonard Lampert Architects Inc.  
Project Designer: JAMES B  
Drawn By: JRB  
Checked By: LL

Revisions

Date	Description
3/20/19	PRELIMINARY

**SITE PLAN DETAILS**  
Sheet Number

**A1**  
Project No. 190205-2