

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**

**Thursday, May 14, 2020**

**7:30 am**

**Meeting by telephone or other electronic means in accordance with Minnesota Statute 13D.021**

**Join online at <https://us02web.zoom.us/j/83432858488>**

**Meeting ID: 834 3285 8488**

*(Please note that the City's standard online meeting link at [www.cityoframsey.com/meetings](http://www.cityoframsey.com/meetings) will not be active for this meeting due to technical restrictions. Please make sure to use the link above).*

**Or join via phone at +1 646 558 8656**

**Meeting ID: 834 3285 8488**

**Comments are also welcomed and encouraged prior to the meeting and live during the meeting at [meetings@cityoframsey.com](mailto:meetings@cityoframsey.com) or 763-433-9819.**

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
  1. Approve Meeting Minutes for April 23, 2020
- 4. EDA Business**
  1. Consider Approval of Second Amendment to Purchase Agreement for Lots 1, 2 and 3, Block 1, COR TWO; Case of RGH RAMSEY LLC (Portions may be closed to the public)
  2. Consider First Amendment to Purchase Agreement with Gigi's Salon and Spa, Inc.
  3. Finalize Implementation of COVID-19 Assistance Plan Phase 1
- 5. Member/Staff Input**
- 6. Adjournment**

**Economic Development Authority (EDA)**

**3. 1.**

**Meeting Date:** 05/14/2020

**By:** Wendy Schlueter, Community  
Development

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**Title:**

Approve Meeting Minutes for April 23, 2020

**Purpose/Background:**

Purpose: The purpose is to approve the meeting minutes for the EDA meeting held the prior months. Background: The meeting minutes are attached for review and approval.

**Notification:**

**Observations/Alternatives:**

**Funding Source:**

**Recommendation:**

Approval of April 23, 2020 meeting minutes

**Action:**

Motion to approve April 23, 2020 EDA meeting minutes.

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**Attachments**

[April 23 Minutes](#)

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**Form Review**

**Inbox**

Sean Sullivan

Tim Gladhill

Form Started By: Wendy Schlueter

Final Approval Date: 05/06/2020

**Reviewed By**

Sean Sullivan

Tim Gladhill

**Date**

05/01/2020 10:59 AM

05/06/2020 07:18 PM

Started On: 04/28/2020 01:07 PM

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

The City of Ramsey Economic Development Authority (EDA) conducted a special meeting on Thursday, April 23, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota. Meeting by telephone or other electronic means in accordance with Minnesota Statute 13D.021.

Members Present:     Chairperson Jim Steffen  
                          Member Brian Burandt  
                          Member Scott Cords  
                          Member Glen Hardin  
                          Member Debra Musgrove  
                          Member Chris Riley

Members Absent:     Member Mark Kuzma

Also Present:        Sean Sullivan, Economic Development Manager  
                          Tim Gladhill, Deputy City Administrator  
                          Kurt Ulrich, City Administrator

**1.     CALL TO ORDER**

Chairperson Steffen called the Economic Development Authority meeting to order at 9:00 a.m.

Deputy City Administrator Gladhill read a statement explaining that the meeting today is being held remotely under the emergency declaration and COVID-19 situation.

**2.     APPROVE AGENDA**

Motion by Member Riley, seconded by Member Burandt, to approve the agenda.

A roll call vote was performed by the Deputy City Administrator:

Commissioner Cords	aye
Commissioner Hardin	aye
Commissioner Burandt	aye
Commissioner Riley	aye
Chairperson Steffen	aye

Motion carried.

**3. APPROVE MINUTES**

**3.01: Approve Meeting Minutes Dated April 7, 2020**

Motion by Member Hardin, seconded by Member Cords, to approve the April 7, 2020, minutes as presented.

A roll call vote was performed by the Deputy City Administrator:

Commissioner Hardin	aye
Commissioner Cords	aye
Commissioner Riley	aye
Commissioner Burandt	aye
Chairperson Steffen	aye

Motion carried.

**4. EDA BUSINESS**

**4.01: Consider Early Closing for Part of Outlot A, Stone Brook Academy to Ramsey Hotel Group, LLC**

Economic Development Manager Sullivan presented the staff report.

Member Cords asked if the City costs would be covered under the new agreement.

Economic Development Manager Sullivan confirmed that the Right of Re-Entry Agreement covers that ability.

Chairperson Steffen asked if the City would have any risks allowing an early closing.

Economic Development Manager Sullivan noted that the developer would have control of the land for a certain period of time. He stated that the strength of the Right of Re-Entry Agreement is sufficient according to City Attorney and therefore does not feel there is a risk in being able to get the land back.

Deputy City Administrator Gladhill explained that when a request meets the requirements of the zoning district, a project can move forward when the party owns the land. He explained that the City would have more control over adding additional requirements during review if the land was not owned in advance by the Developer.

Economic Development Manager Sullivan provided additional details on a contingency of the Right of Re-Entry Agreement related to the financing.

Deputy City Administrator Gladhill noted that staff verified that Councilmember Musgrove is the alternate Member of the EDA and will therefore be able to vote on the remainder of the votes.

Member Musgrove asked if the City would lose the Right of Re-Entry if the developer were to sell the land after purchasing it.

Economic Development Manager Sullivan stated that in the event that the developer sold the land, the City would have the Right of Re-Entry as that document is filed as a lien against the property. He noted that the agreement also specifies the proposed development that can occur, in this case a hotel with restaurant component.

Chairperson Steffen asked the original closing date and the proposed closing date.

Economic Development Manager Sullivan noted that a date had not yet been set as that typically occurs later in the Site Plan process. He anticipated that the closing could occur in mid to late May with perhaps a June Site Plan review at the Planning Commission.

Motion by Chairperson Steffen, seconded by Member Riley, to recommend to City Council to allow Ramsey Hotel Group, LLC to close on the property prior to Site Plan approval and approve a Right of Re-Entry Agreement.

Further discussion: Member Cords asked if this has been presented to Cobblestone. Economic Development Manager Sullivan confirmed that this request initiated from Cobblestone and the developer and bank have seen the Right of Re-Entry Agreement as proposed and did not have any comments.

A roll call vote was performed by the Deputy City Administrator:

Member Cords	aye
Member Hardin	aye
Member Riley	aye
Member Musgrove	aye
Member Burandt	aye
Chairperson Steffen	aye

Motion carried.

**4.02: Consider Approval of Lease with Mille Lacs Motor Sports (Power Lodge) at 6701 Hwy 10 NW**

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked for details on the number of square feet and how the rent price was agreed upon.

Economic Development Manager Sullivan noted that the City’s property manager completed that calculation based on the diagram the base lease was market rate.

Chairperson Steffen commented that this area would be out of sight from Highway 10.

Economic Development Manager Sullivan noted that this would be a 60-day lease and would not recommend this on a long-term basis due to its proximity to the Commuter Rail.

Motion by Member Burandt, seconded by Member Musgrove, to recommend to City Council that to approve the lease as presented.

A roll call vote was performed by the Deputy City Administrator:

Member Hardin	aye
Member Cords	aye
Member Musgrove	aye
Member Riley	aye
Member Burandt	aye
Chairperson Steffen	aye

Motion carried.

**4.03: Consider Adopting an Emergency Ordinance Allowing Temporary Signage within Public Rights-of-Way on an Interim Basis as Additional Business Tool Due to Stay at Home Order**

Deputy City Administrator Gladhill presented the staff report.

Member Cords asked if this could be rescinded if it becomes problematic.

Deputy City Administrator Gladhill confirmed that the ordinance would be tied to the Stay at Home Order and could be rescinded or adjusted.

Member Musgrove stated that she likes that this is a method to support the business community during this time and would support the ordinance remaining for 30 days past the Stay at Home Order.

Deputy City Administrator Gladhill confirmed that staff would support that.

Chairperson Steffen noted that similar actions have occurred on Federal and State levels and asked if the City is following.

Deputy City Administrator Gladhill stated that this has been approved by the County Board, therefore signs are allowed in the County owned right-of-way. He did not believe MnDOT would approve similar regulations for State right-of-way. He confirmed that this action would allow signage within City right-of-way.

Economic Development Manager Sullivan stated that the staff recommendation includes language to allow the ordinance to remain for two months past the expiration of the Stay at Home Order, which would address Member Musgrove’s comment.

Motion by Member Burandt, seconded by Member Cords, to recommend to City Council to adopt an Emergency Ordinance to allow temporary signage in public rights-of-way during the current stay at home order and up to two months after that order ends.

A roll call vote was performed by the Deputy City Administrator:

Member Hardin	aye
Member Cords	aye
Member Riley	aye
Member Musgrove	aye
Member Burandt	aye
Chairperson Steffen	aye

Motion carried.

**5. MEMBER / STAFF UPDATE**

Economic Development Manager Sullivan provided an update on the Business Expo and Business Appreciation Day events.

**6. ADJOURNMENT**

Motion by Member Hardin, seconded by Member Musgrove, to adjourn the meeting.

A roll call vote was performed by the Deputy City Administrator:

Member Cords	aye
Member Hardin	aye
Member Musgrove	aye
Member Riley	aye
Member Burandt	aye
Chairperson Steffen	aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 9:37 a.m.

Respectfully submitted,

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Sean Sullivan  
Economic Development Manager

ATTEST:

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Wendy Schlueter  
Economic Development Administrative Assistant

Draft by Amanda Staple  
*TimeSaver Off Site Secretarial, Inc.*

**Economic Development Authority (EDA)**

**4. 1.**

**Meeting Date:** 05/14/2020

**Submitted For:** Sean Sullivan, Community Development

**By:** Sean Sullivan, Community Development

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**Title:**

Consider Approval of Second Amendment to Purchase Agreement for Lots 1, 2 and 3, Block 1, COR TWO; Case of RGH RAMSEY LLC (Portions may be closed to the public)

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider a request by the Buyer to extend the Closing Date and Certificate(s) of Occupancy dates due to the Covid-19 Pandemic and its impact on the commercial/retail sector.

**Background:**

RGH RAMSEY, LLC and the City of Ramsey have entered into a Purchase Agreement and a First Amendment to Purchase Agreement to acquire and develop Lots 1, 2 and 3, Block 1, COR TWO. The proposed purchase price is within the City's approved deal range for this parcel; however, it would require site plan approval compliant with COR zoning and vision.

The Buyer has been working with a convenience store and has developed a revised site concept plan. Due to the Covid-19 Pandemic, the proposed convenience store user has put a hold on all new projects for the short term. City staff has verified that all new projects have been put on hold by this business but that it is likely that they will be securing new sites late in 2020. The request by the Buyer is to allow for more time to negotiate a deal with the first end user and to close once a LOI is received. To date the City has received \$40,000 in Non-refundable Earnest Money and has approved a Conditional Use permit for a 75 foot sign on the Development site. It is standard process to have the Planning Commission weigh in on any concept that is associated with a City Purchase Agreement. With that in mind, the revised PA should also be routed to the Planning Commission prior to final action by the City Council. The deadlines in the current PA will allow sufficient time to accomplish this.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

Proposed Amendments to Purchase Agreement Terms:

- Extend the final Closing Date from June 15, 2020 to January 15, 2021 (7 months)
- Extend Certificate of Occupancy Date for Building 1 from November 15, 2020 to July 15, 2021 (7 months)
- Extend Certificate of Occupancy Date for Building 2 from July 15, 2021 to February 15, 2022 (7 months)
- Buyer is offering to provide \$5,000 in Non-refundable Earnest Money on a monthly basis (up to 6 months, or \$30,000) to extend the Building 2, February 15, 2022 certificate of occupancy date

Site Plan:

This site plan has not yet gone through site plan review and shall not be considered as any indication of compliance with Zoning Code. This is being shown for illustrative purposes only. Official site plan review might result in required amendments to the attached site plan. The draft PA will be reviewed by the Planning Commission in terms of concept plan layout prior to action by the City Council.

**Funding Source:**

This case is being handled as part of normal Staff duties.

**Recommendation:**

Staff recommends approval of Second Amendment to Purchase Agreement for Lots 1, 2, and 3 Block 1, COR TWO; subject to City Attorney approval. This agreement provides flexibility in the final determination of the site layout.

**Action:**

Motion recommends approval of Second Amendment to Purchase Agreement for Lots 1, 2, and 3 Block 1, COR TWO; subject to City Attorney approval as to legal form.

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**Attachments**

Site Location Map

Draft Second Amendment to PA

Revised Site Concept

First Amendment to PA

Original PA RGH Ramsey LLC

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 05/08/2020

**Reviewed By**

Sean Sullivan  
Sean Sullivan  
Sean Sullivan  
Tim Gladhill  
Sean Sullivan  
Tim Gladhill  
Tim Gladhill

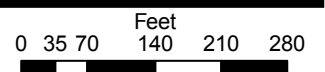
**Date**

05/06/2020 12:35 PM  
05/06/2020 01:32 PM  
05/06/2020 01:33 PM  
05/07/2020 09:45 AM  
05/07/2020 11:42 AM  
05/08/2020 11:33 AM  
Started On: 05/01/2020 10:48 AM

# Site Location Map (RGH Ramsey)



LOGIS, Anoka County



**PURCHASE AGREEMENT  
SECOND AMENDMENT**

This is the Second Amendment is to the Purchase Agreement by and between RGH RAMSEY LLC, a Minnesota Limited Liability Company (“Buyer”), and the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), with an effective date of May \_\_\_\_\_, 2020.

Recitals

1. Pursuant to the terms of the original Purchase Agreement and First Amendment to Purchase Agreement, the Closing Date is to be no later than June 15, 2020.
2. Buyer seeks to move the Closing Date to be no later than January 15, 2021.
3. Pursuant to the terms of the Original Purchase Agreement and First Amendment to Purchase Agreement the Buyer shall obtain a certificate(s) of occupancy from the City of Ramsey for the construction of Building 1 (to be further defined) by November 15, 2020 and the construction of Building 2 by July 15, 2021.
4. Buyer seeks to move certificate(s) of occupancy dates for construction of Building 1 to July 15, 2021 and for the construction of Building 2 to February 15, 2022.
5. Buyer completed its inspection during the Inspection Period, which is expired, and Buyer also completed its examination of title and has formally given a Notice to Proceed to Seller.
6. Buyer has cited the impact of Covid-19 on the commercial/retail sector as reason to ask for additional time to complete project.
7. Buyer is offering to provide \$5,000 in Non-refundable Earnest Money on a monthly basis (up to 6 months, or \$30,000) to extend the construction of Building 2, February 15, 2022 certificate of occupancy date.
8. The Seller has received \$40,000 in non-refundable Earnest Money from the Buyer.
9. Seller is willing to extend the Closing Date and Certificate(s) of Occupancy Dates due to the impacts of COVID-19 on the commercial/retail sector in accordance with the terms set forth below.
10. The legal description of the subject property in the Purchase Agreement and First Amendment to Purchase Agreement is Lots 1, 2 and 3, Block 1 COR TWO subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”) and is not being modified.

Agreement

In consideration for the mutual promises set forth below, the parties agree as follows:

1. The above recitals are incorporated into the Agreement.
2. The Closing Date is hereby extended from June 15, 2019 to January 15, 2021.
3. The certificate(s) of occupancy dates are extended for construction of Building 1 to July 15, 2021 and for construction of Building 2 to February 15, 2022. The required certificate of occupancy date for the construction of Building 2 can be extended in one month increments with provision of \$5,000 in Non-refundable Earnest Money for each additional month beyond February 15, 2022, up to 6 months, or \$30,000. The required construction of Building 2 certificate of occupancy date will not be extended past August 15, 2022. The penalty provision of \$150,000 remains in place if Building 2 is not constructed according to the terms and conditions of set forth herein.
4. Buyer acknowledges that the Inspection Period expired on July 15, 2019 and that a Notice to Proceed was provided to the Seller.
5. All other terms of the Purchase Agreement and Purchase Agreement First Amendment remain unchanged except to the extent inconsistent with this Second Amendment to Purchase Agreement.

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

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

Dated: \_\_\_\_\_, 2020

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

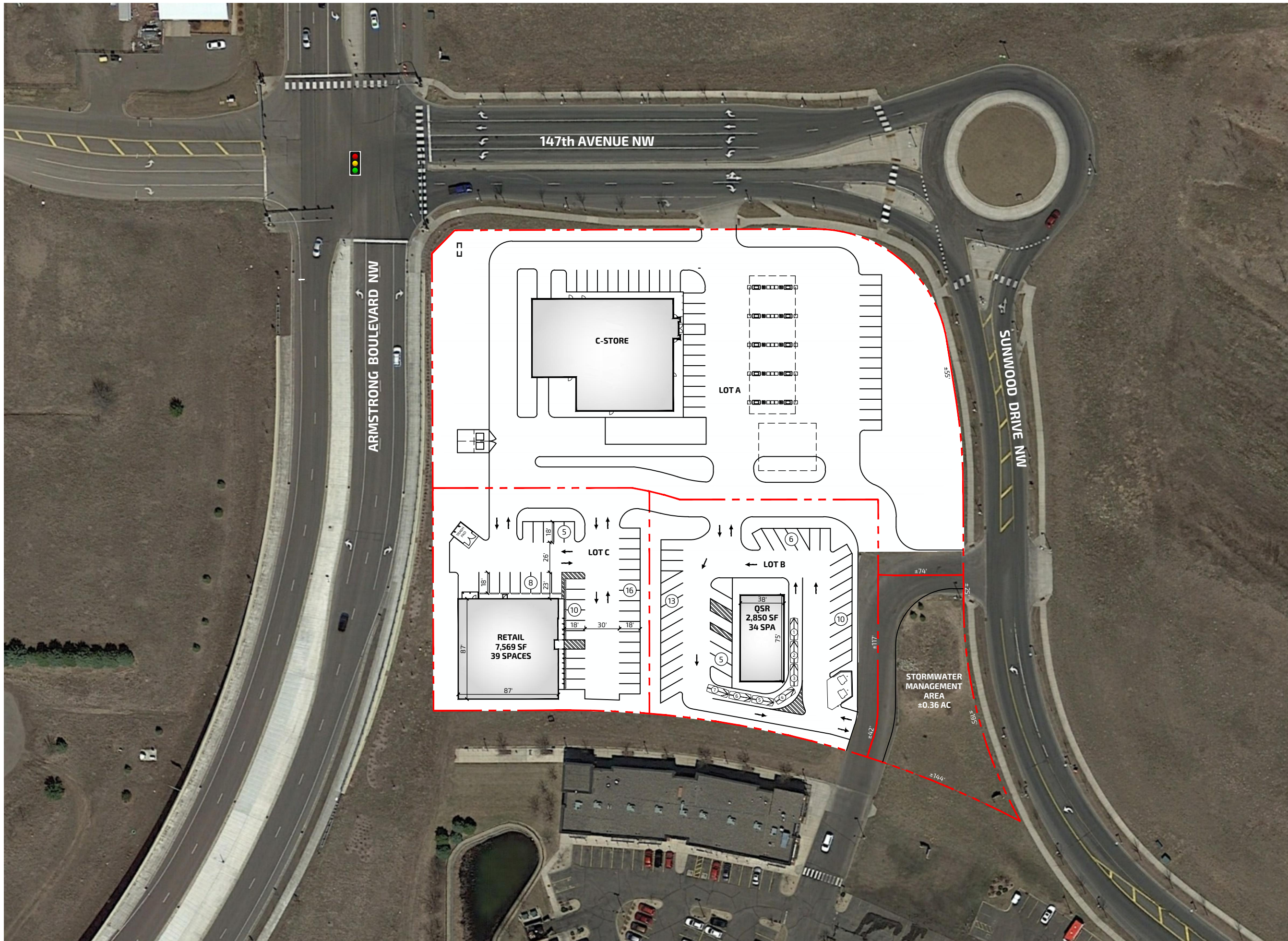
Dated: \_\_\_\_\_, 2020

**BUYER: RGH RAMSEY, LLC**, a Minnesota Limited Liability Company.

By: \_\_\_\_\_  
Robert C. Hardy, Chief Manager

Dated: \_\_\_\_\_, 2020





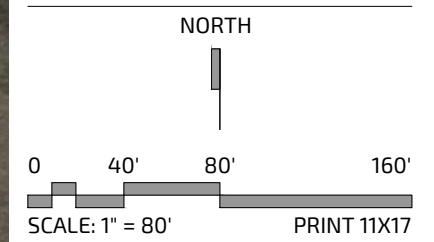
**SITE DATA**

LOT A  
 LOT AREA ±2.434 AC  
 BUILDING C-STORE  
 PARKING TBD

LOT B  
 LOT AREA 0.833 AC  
 BUILDING 7,569 SF - RETAIL  
 PARKING 39 SPACES

LOT C  
 LOT AREA ±0.919 AC  
 BUILDING 2,800 SF - QSR  
 PARKING 34 SPACES

DEVELOPER  
 ROB HARDY  
 REAL ESTATE ADVISORY GROUP  
 ACQUISITION/DEVELOPMENT  
 SPECIALISTS



PROJECT NAME:  
**COR COMMONS**

project  
**RAMSEY,  
 MINNESOTA**  
 ARMSTRONG BOULEVARD NW AND  
 147TH AVENUE NW

drawing title

**PROPOSED  
 SITE PLAN**

date	drawing no.
04.25.2020	1.8

## FIRST AMENDMENT TO PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **RGH RAMSEY 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 July 23, 2019 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller 3.97 acres of vacant land, legally described as follows:  
Lots 1, 2 and 3, Block 1 COR TWO subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”)  
Addresses: 7990, 7994 and 7992 Sunwood Drive Northwest, Ramsey, MN 55303  
Anoka County Property Identification: 28-32-25-23-0011, 28-32-25-23-0012,  
28-32-25-23-0012;
3. **PURCHASE PRICE.** The purchase price for the Property is \$1,383,464.00 (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within (5) business days after the Effective Date, Buyer must deposit the sum of \$10,000 (the “Earnest Money”) and \$30,000.00 (the “Additional Earnest Money”) with Commercial Partners Title Company, 200 South 6<sup>th</sup> Street, #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 and Additional 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. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money and Additional 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 Additional Earnest Money Escrow Agent holds to Buyer.
  - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money and Additional 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 and Additional 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 **July 15, 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:** RGH RAMSEY, LLC  
Rob Hardy  
3024 Hermosa Road  
Santa Barbara, CA 93105  
Email: rhardy@ipg-us.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 no later than June 15, 2020 after Buyer delivers a Notice to Proceed 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 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, 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's portion of the prorated property taxes.
    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 14.
  - 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.

14. **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.
15. **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.
16. **THIRD PARTY BENEFICIARY**. There are no third party beneficiaries of this Agreement, intended or otherwise.
17. **JOINT VENTURE**. Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.
18. **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.
19. **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.
20. **BINDING EFFECT**. This Agreement binds and benefits the Parties and their successors and assigns.
21. **CONTROLLING LAW**. This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

## **22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

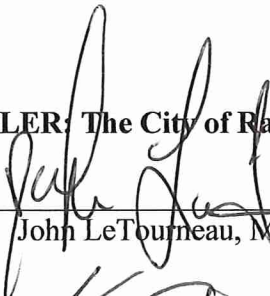
**27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital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

**28. CONSTRUCTION DEADLINE.** Buyer shall obtain a certificate(s) of occupancy from the City of Ramsey for the construction of Building 1(to be further defined) by November 15, 2020 and Building 2 by July 15, 2021. 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 or in the alternative, and at Seller's sole discretion, Buyer shall pay Seller a \$150,000 penalty. In the event the penalty is not paid within 30 days of receipt of notice, Seller may certify the penalty to Anoka County as an assessment against the Property.

**29. 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.

**30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must obtain 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: 2-12, 2019

By:   
Kurt Ulrich, City Administrator

Dated: 4-2, 2019

**BUYER: RGH RAMSEY, LLC**, a Minnesota Limited Liability Company.

By:   
Robert C. Hardy, Chief Manager

Dated: July, 2019

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **RGH RAMSEY 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 **February 12, 2019** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller 3.97 acres of vacant land, legally described as follows:

Lots 1, 2 and 3, Block 1 COR TWO subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”)

Addresses: 7990, 7994 and 7992 Sunwood Drive Northwest, Ramsey, MN 55303

Anoka County Property Identification: 28-32-25-23-0011, 28-32-25-23-0012, 28-32-25-23-0012;

3. **PURCHASE PRICE.** The purchase price for the Property is \$1,383,464.00 (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within (5) business days after the Effective Date, Buyer must deposit the sum of \$10,000 (the “Earnest Money”) and \$30,000.00 (the “Additional Earnest Money”) with Commercial Partners Title Company, 200 South 6<sup>th</sup> Street, #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 and Additional 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. 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 **July 15, 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: RGH RAMSEY, LLC  
Rob Hardy  
3024 Hermosa Road  
Santa Barbara, CA 93105  
Email: rhardy@ipg-us.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 six (6) times, each time for a period of thirty (30) days at a cost of Five Thousand and 00/100's Dollars (\$5,000.00), by providing written permission to the Seller to draw \$5,000.00 for each extension from the Additional Earnest Money with Escrow Agent. Each \$5,000.00 extension payment to the City shall be non-refundable, but applicable to the Purchase Price. The Buyer will be refunded balance of 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 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's portion of the prorated property taxes.
    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.

**14. 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.

**15. 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.

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

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

**18. 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.

**19. 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.

- 20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 21. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

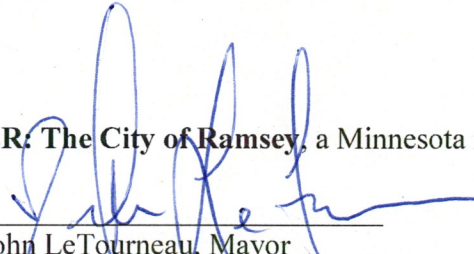
**27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital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

**28. CONSTRUCTION DEADLINE.** Buyer shall obtain a certificate(s) of occupancy from the City of Ramsey for the construction of Building 1(to be further defined) by July 15, 2020 and Building 2 by July 15, 2021. 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 or in the alternative, and at Seller's sole discretion, Buyer shall pay Seller a \$150,000 penalty. In the event the penalty is not paid within 30 days of receipt of notice, Seller may certify the penalty to Anoka County as an assessment against the Property.

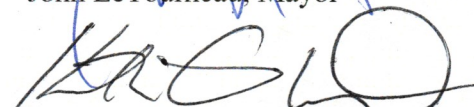
**29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Pacific Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any 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.

**30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must obtain 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

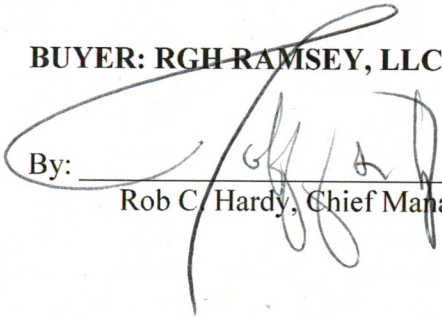
By:   
John LeTourneau, Mayor

Dated: 2/20/19, 2019

By:   
Kurt Ulrich, City Administrator

Dated: 2/13/19, 2019

**BUYER: RGH RAMSEY, LLC**, a Minnesota Limited Liability Company.

By:   
Rob C. Hardy, Chief Manager

Dated: 12 Feb, 2019

**Economic Development Authority (EDA)**

**4. 2.**

**Meeting Date:** 05/14/2020

**Submitted For:** Sean Sullivan, Community Development

**By:** Sean Sullivan, Community Development

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**Title:**

Consider First Amendment to Purchase Agreement with Gigi's Salon and Spa, Inc.

**Purpose/Background:**

**Purpose:**

Gigi's Salon and Spa has requested the City extend the Inspection Period from May 30, 2020 to July 30, 2020 due to the Covid-19 Pandemic and its impact on the operations of Salons and Spas.

**Background:**

The Covid-19 Pandemic has impacted retail and service businesses greatly. Most of these businesses have been closed completely or have been able to operate on a very limited basis. As of May 14, 2020, Salons and Spas are still unable to be open for business. The uncertainty as to when these businesses will be able to re-open, and to what capacity, is cause for concern by business owners. Staff believes the request to extend the Inspection Period to allow for more certainty of operation for the business owner is warranted.

The Buyer is required to give a Notice to Proceed by the Inspection Period date. Providing a Notice to Proceed starts the clock for scheduling the Closing (30 days, unless Buyer purchases an extension) per the terms of the Purchase Agreement.

**Notification:**

N/A

**Observations/Alternatives:**

Staff has drafted the attached First Amendment to Purchase Agreement. The only change from the Original Purchase Agreement is to change the **Inspection Period** from May 30, 2020 to July 30, 2020.

**Funding Source:**

This action is being covered under Staff duties.

**Recommendation:**

Staff recommends the the EDA recommend approval of the attached First Amendment to Purchase Agreement to the City Council; subject to City Attorney review.

**Action:**

Motion to recommend approval of the attached First Amendment to Purchase Agreement to the City Council; subject to City Attorney review.

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**Attachments**

Draft First Amendment to PA

Original Purchase Agreement

Buyer Letter Request for Extension

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## Form Review

### Inbox

Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 05/13/2020

### Reviewed By

Sean Sullivan  
Tim Gladhill

### Date

05/13/2020 11:13 AM  
05/13/2020 11:25 AM  
Started On: 05/13/2020 09:51 AM

**FIRST AMENDMENT  
TO  
PURCHASE AGREEMENT**

This is the First Amendment to the Purchase Agreement by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **GIGI’S SALON AND SPA, INC.** and/or its assigns, a Minnesota Corporation (“Buyer”), with an Effective Date of November 26, 2019.

Recitals

1. **EFFECTIVE DATE.** The Effective Date remains November 26, 2019.
2. **INSPECTION PERIOD.** The Buyer and Seller agree to extend the Inspection Period from May 30, 2020 to July 30, 2020.

Agreement

1. **AMENDMENT APPROVAL.** Buyer and Seller hereby approve this First Amendment to Purchase Agreement as modified by above Recitals which are hereby incorporated herein.
2. **REMAINING TERMS.** All other provisions of the Purchase Agreement, as amended, remain unchanged except to the extent inconsistent with the terms of this First Amendment to Purchase Agreement. The terms used in this First Amendment to Purchase Agreement have the same meaning as in the Purchase Agreement.

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

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

Dated: \_\_\_\_\_, 2020

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

Dated: \_\_\_\_\_, 2020

**BUYER: GIGI’S SALON AND SPA, INC.**

By: \_\_\_\_\_  
Ginger Edin, President

Dated: \_\_\_\_\_, 2020

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **GIGI'S SALON AND SPA, INC.** and/or its assigns, a Minnesota Corporation ("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 **November 26, 2019** (the "Effective Date").
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.5 acres of vacant land, legally described as follows:

The West Half of Outlot A, COR Stone Brook Academy, to be platted as:

T.B.D. Anoka County PID Number: Portion of 28-32-25-0018

3. **PURCHASE PRICE.** The purchase price for the Property is \$4.00 per usable square foot including the easement area on +/- 1.5 acres (65,340 square feet) subject to a lot split as outlined in Exhibit B plus or minus the prorations and credits as provided for herein (the "Purchase Price").
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$5,000.00 (the "Earnest Money") with Commercial Partners Title Company ("Escrow Agent"), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - a. If Buyer does not deposit the Earnest Money 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 has provided the Buyer an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) for Outlot B, COR One (the "Survey") from a duly licensed surveyor dated April 18, 2017. 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 I 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 **May 30, 2020** (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: GIGI'S SALON AND SPA, INC.  
Ginger Edin  
36296 Xenon St NW  
Princeton, MN 55371  
Email: gingerberg80@yahoo.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.

- 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 14.
    - 5. State Deed Tax
  - 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.

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

- 14. 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 Premier Commercial Properties LLC ("Buyer's Broker") and CBRE, Inc. ("Sellers Broker"). Seller shall pay Seller's Broker as required by their agreement 6% of final gross sale price to be evenly split between Premier Commercial Properties, LLC and CBRE, Inc.. 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 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.
- 15. 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.
- 16. THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.
- 17. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.
- 18. 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.
- 19. 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.
- 20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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

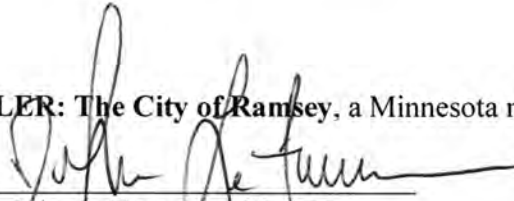
of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

**28. CONSTRUCTION DEADLINE.** Buyer shall obtain a certificate of occupancy from the City of Ramsey for the construction of a minimum 5,000 SF building compliant with COR Zoning requirements to be further defined by an approved Site Plan a year after closing. 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.

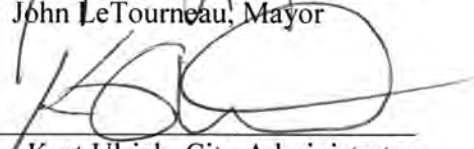
**29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Pacific Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any 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.

**30. 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. City of Ramsey will reimburse Buyer up to \$3500 for re-platting expense. The reimbursement will only take place upon a successful closing and City of Ramsey is not responsible for any cost reimbursement if Buyer does not close on subject property. Buyer to provide written documentation of platting costs for reimbursement.

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

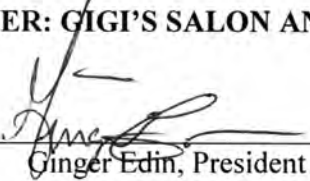
By:   
John LeTourneau, Mayor

Dated: 12-12, 2019

By:   
Kurt Ulrich, City Administrator

Dated: 12-12, 2019

**BUYER: GIGI'S SALON AND SPA, INC.**

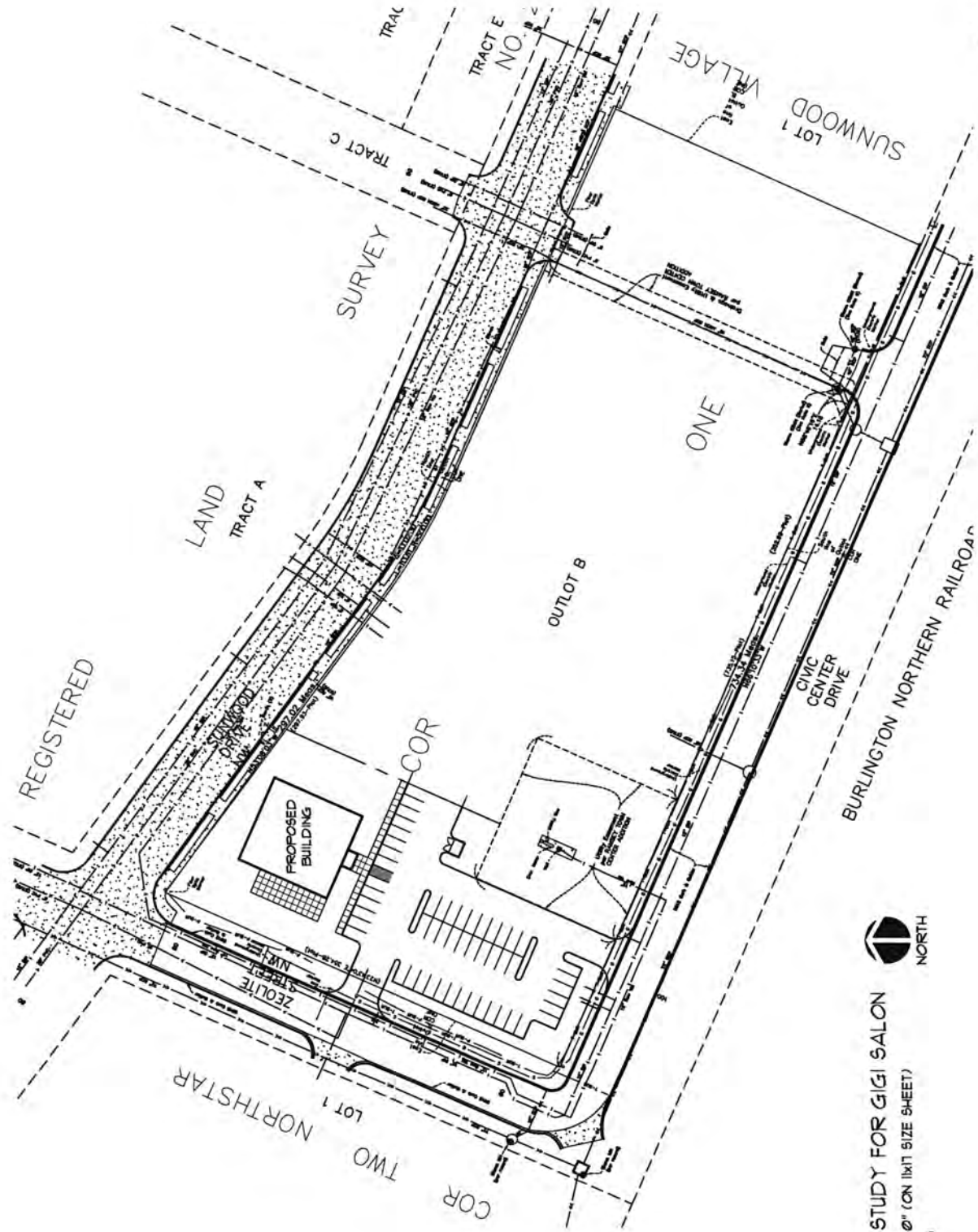
By:  \_\_\_\_\_  
Ginger Edin, President

Dated: 12-4-19, 2019

**Exhibit A**

The West Half of Outlot A, COR Stone Brook Academy, to be platted as:

T.B.D. Anoka County PID Number: Portion of 28-32-25-0018



SITE PLAN STUDY FOR GIGI SALON

SCALE: 1" = 80'-0" (ON 11x17 SIZE SHEET)

DATE: 9-27-2019



NORTH

3132

GIGI'S SALON & SPA, INC.  
7962 SUNWOOD DR. NW SUITE 100  
RAMSEY, MN 55303  
763-367-6425

75-574-919

DATE Dec 4, 2019.

PAY TO THE ORDER OF Commercial Partners Title Company

\$ 5000.<sup>00</sup> *[Signature]*

five thousand dollars and <sup>00/100</sup> DOLLARS 



www.villagebankonline.com

FOR Lanist Money for Land.

*[Signature: Guy B. ...]*

⑈0031432⑈ ⑆091905745⑆ 1 01 887 5⑈

May 13, 2020

Sean Sullivan  
City of Ramsey

**RE: Purchase Agreement Extension – Gigi's Salon**

Dear Sean and City Staff:

This letter shall serve as a request to extend the current Inspection Period as outline in the Purchase Agreement with Gigi's Salon (Buyer) and the City of Ramsey (Seller)

Gigi's has been forced closed by the Governor of Minnesota due to Covid-19. This has provided a great strain on the company's resources and ability to preform on the current Purchase Agreement in place. We are optimistic with opening our salon up soon and continue down the path with our new building. However, we would like to ask for more time to understand the ability to do so. With this, we would like to extend the current Inspection Period form May 30, 2020 to July 30, 2020.

Our goal is to open a new facility in the City of Ramsey, and we are committed to this project. We are not asking for any additional changes to the Purchase Agreement. We would just like an additional 60 days for the Inspection Period.

Please feel free to reach out with any questions or comments.

Thank you,

Ginger Edin and Gillian Rote

Handwritten signatures of Ginger Edin and Gillian Rote. The signature for Gillian Rote is more prominent and legible, showing the name in a cursive script.

**Economic Development Authority (EDA)**

**4.3.**

**Meeting Date:** 05/14/2020

**Submitted For:** Sean Sullivan, Community Development

**By:** Sean Sullivan, Community Development

**Title:**

Finalize Implementation of COVID-19 Assistance Plan Phase 1

**Purpose/Background:**

On April 14, 2020 the City Council Approved Resolution #20-077 authorizing the following types of assistance to businesses impacted by COVID-19 Pandemic:

- Reimbursement of 2020 On Sale Liquor License Renewal Fee (City Fees Only)
- Reimbursement of Advertising Fees for Ramsey Resident for Ramsey Businesses
- Waive Late Fees for Lease Payments on City owned properties (also a waiver of payment of 60 day Lease at 6701 Highway 10 NW)

Staff has been working on implementation of these programs and wanted to provide feedback on the potential cost and status of each program. In addition, Staff is looking for recommendations relating to the reimbursement of Advertisement Fees for Ramsey businesses in the next edition of the Ramsey Resident. Staff is also looking for EDA recommendation of the funding source for these programs.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

**On Sale Liquor License Renewals**

Staff has implemented the Waiver of On Sale Liquor License Renewals. Businesses that have received this assistance include: Willy McCoy's, Aurelio's Pizza, Acapulco, River's Bend Bar and Grille, JR's Outpost, The Links at Northfork, McDuff's, Kitchen Table and Superbowl. In this case, the fee is not being taken up front, but the Business License Account is being reimbursed internally. The one-time cost of this assistance program is \$48,000. Staff believes that replenishing this account that manages the licesning program will be important due to the fact that a service is still being provided. The recommended funding source for this program is the EDA's Professional Services Account with a line item budget of \$43,000 for 2020. Staff would recommend supplementing this account, as needed, with EDA Fund Balance due to this unforeseen expense.

**Ramsey Resident Advertising Reimbursement**

City Staff has been working to develop a criteria for an advertising reimbursement program for the next edition of the Ramsey Resident. The proposed criteria is attached to this case with some items that need to be clarified. The hope is that the reimbursement of some advertising fees for businesses looking to emerge from the impacts of COVID-19 Pandemic is helpful and provides some much needed financial relief. The goal of this program is to provide assistance to business impacted the longest by the COVID-19 Pandemic and various Executive Orders issued by Minnesota Governor Tim Walz. Stay at Home and Social Distancing Orders have impacted a number of retailers including bars, restaurants and places of public accommodation. The level of reimbursement is also something staff has taken into consideration. Most advertising sold in the Ramsey Resident is 1/8 to 1/4 page in size. Below is a comparison and potential financial impact for ad size and number of qualifying ads:

		Number of Ads				Number of Ads			
	1/4 page	15	20	25	1/8 page	15	20	25	
One Time	\$485	\$7,275	\$9,700	\$12,125	\$299	\$4,485	\$5,980	\$7,475	
3 Issues	\$440	\$6,600	\$8,800	\$11,000	\$250	\$3,750	\$5,000	\$6,250	

6 Issues	\$400	\$6,000	\$8,000	\$10,000	\$224	\$3,360	\$4,480	\$5,600
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With the intent to better spotlight Ramsey Retailers and Restaurants, Staff also anticipates that this will be a larger addition to the Ramsey Resident (20 pages) and this will add an additional cost to the publication of \$2,000. Staff is looking for recommendations as to the page size advertising reimbursement (1/8 vs. 1/4) and the attached criteria for the waiver program. Staff believes setting a limit to the number of advertisers to the publication would be prudent. The estimated cost for this program has an approximate range of \$7,000 to \$15,000 depending on recommended ad size reimbursement. The recommended funding source for this program is the EDA's Marketing and Promotions Account. The budgeted amount for this account is \$30,000 for 2020. Staff would recommend supplementing this account, if necessary, with EDA Fund Balance due to this unforeseen expense.

**Waiver of Late Fees (Leases)**

To date most leases for City-Owned Properties are current. Payments have come in a little later but the City is receiving its revenue. The City has received feedback from a business impacted by COVID-19 and they appreciate the waiver of late fees if it is needed. In addition, the City entered into the a lease with Mille Lacs Motor Sports II (Power Lodge) on April 30, 2020 for a forgivable lease in the amount of \$420.00. This program has had no cost to this point and has been well received by businesses.

**Funding Source:**

The proposed funding sources for these programs are the EDA's Marketing and Promotions and Professional Services Accounts. The Marketing and Promotions line item is proposed to fund the Ramsey Resident Advertising Program (\$12,125). The Professional Services line item is propose to fund the Liquor License Renewal Waiver Program (\$48,000). The proposed funding proposal will utilize the entire Professional Services 2020 budget line item. Staff is recommending that the EDA Cash balance be used to offset some of these costs and future Professional Services and Marketing Costs.

**Summary**

Initiative	Cost	Funding Source	Available Budget
Liquor License Renewal	\$48,000	EDA Professional Services	\$43,000
Ramsey Resident Ad Reimbursement	\$12,125	EDA Marketing and Promotions	\$30,000

*\* Note - any budget deficit is recommended to be funded by the EDA Fund Balance.*

**Recommendation:**

Staff recommends final approval of the Liquor License Fee Waiver Program and Ramsey Resident Reimbursement Program.

Staff is seeking broad policy direction on ad sizes and total budget for the Ramsey Resident program. Based on broad policy direction, Staff will finalize implementation administratively.

**Action:**

Motion to approve the Liquor License Fee Waiver Program and the Ramsey Resident Advertising Reimbursement Program at a not to exceed expense of \$15,000 based on \_\_\_ sized standard ad.

**Attachments**

Draft Criteria for Ramsey Resident Waiver Program

Draft Liquor License Renewal Program 5.8.20

## Form Review

### Inbox

Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 05/08/2020

### Reviewed By

Sean Sullivan  
Tim Gladhill  
Sean Sullivan  
Sean Sullivan  
Sean Sullivan  
Tim Gladhill

### Date

05/06/2020 11:03 AM  
05/08/2020 07:21 AM  
05/08/2020 10:55 AM  
05/08/2020 11:00 AM  
05/08/2020 11:02 AM  
05/08/2020 12:44 PM  
Started On: 05/01/2020 11:05 AM

## **CRITERIA FOR RAMSEY RESIDENT 1/8 or 1/4 PAGE AD REIMBURSEMENT**

Executive Orders regarding the Temporary Closure of Bars, Restaurants and Other Places of Public Accommodation have greatly impacted how Ramsey businesses can operate.

In order to provide assistance for these businesses trying to reopen or to advertise how they will be open in the future, the EDA and City Council have authorized reimbursement of a 1/8 or 1/4 page ad or less (\$XXXXXX) in the Ramsey Resident for the first 15, 20, 25 Ramsey businesses that qualify for this program. In the event, that a business purchases an ad larger than 1/8 or 1/4 page, only the cost for a 1/8 or 1/4 page ad will be reimbursed. Preference is given to current qualifying advertiser based on first come first serve and if they are a current advertiser.

The following business types listed below are eligible for reimbursement, subject to approval by City Staff:

### **Food Establishments**

Restaurants

Food courts

Cafes

Coffeehouses

Other places of public accommodation offering food or beverage for on-premises consumption, excluding institutional or in-house food cafeterias that serve residents, employees, and clients of businesses, child care facilities, hospitals, and long- term care facilities.

### **Alcohol Establishments**

Bars

Taverns

Brew pubs

Breweries

Microbreweries

Distilleries

Wineries

Tasting rooms

Clubs

Other places of public accommodation offering alcoholic beverages for on-premises consumption.

### **Exercise, Stadiums and Auditoriums**

Theaters

Cinemas

Indoor Performance Venues

Outdoor Performance Venues

Museums

Gymnasiums

Fitness centers

Recreation centers

Indoor sports facilities

Indoor exercise facilities

Exercise studios

## **Personal Care / Massage and Therapy**

Spas

Tanning establishments

Body art establishments

Tattoo parlors

Piercing parlors

businesses offering massage therapy or similar body work

Spas

Salons

Nail salons

Cosmetology salons

Esthetician salons

Esthetician salons (Advanced Practice)

Eyelash salons

Barber shops.

\*This includes, but is not limited to, all salons and shops licensed by the Minnesota Board of Cosmetologist Examiners and the Minnesota Board of Barber Examiners.

Dentists

## **Recreation/Entertainment Venues**

Amusement parks

Arcades

Bingo halls

Bowling alleys

Indoor climbing facilities

Skating rinks

Trampoline parks,

Other similar recreational or entertainment facilities.

## **Clubs**

Country clubs, golf clubs (with conditions), boating or yacht clubs, sports (with conditions) or athletic clubs, and dining clubs.

## Liquor License Renewal Waiver Program – Covid-19 Pandemic

Executive Orders regarding the Temporary Closure of Bars, Restaurants and Other Places of Public Accommodation have greatly impacted how Ramsey businesses can operate.

Restaurants and Golf Courses with On-Sale liquor have been impacted greatly by the Covid-19 Pandemic and subsequent Executive Orders. On April 14, 2020, the City Council adopted Resolution 20-077 which included the **one-time** waiver of On-Sale Liquor License renewals for 2020. Nine Ramsey businesses qualified for this program and the cost is \$48,000. Letters were sent out to these businesses notifying them of the adoption of the program and the waiver of fees. The program is funded through the Professional Services budget line item. The EDA Cash balance will be used to balance the annual Professional Services budget line item for 2020.

The following businesses below are eligible for the waiver:

### **BUSINESS**

Links at Northfork GC, LLC  
Templer Group, LLC (Jr's Outpost)  
Pleasant Valley Sunrise Group (Aurelios Pizza)  
Whiskey Jacks of Ramsey, LLC (Willy McCoy's)  
Triple Shift Entertainment, LLC (Super Bowl)  
SM Enterprises Corporation (Rivers Bend Grille)  
MENSCH, LLC (McDuff's)  
LL Batshe LLC (Kitchen Table)  
Acapulco of Ramsey, Inc. (Acapulco)

### **LOCATION**

9333 Alpine Drive NW  
6141 Hwy 10 NW  
6415 Hwy 10 NW  
6415 Hwy 10 NW  
6720 Riverdale Drive NW  
14077 St Francis Blvd NW  
16659 St Francis Blvd NW  
7533 Sunwood Drive NW  
7988 Sunwood Drive NW