

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday, September 9, 2021
7:30 am
Council Chambers, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings. To maximize social distancing due to the COVID-19 Pandemic, those that can join remotely are encouraged to do so. Those joining remotely and requesting to speak are asked to use a webcam when speaking.

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
 1. Approve Meeting Minutes for August 12, 2021
- 4. EDA Business**
 1. Consider Purchase Agreement for Lot 4, Block 1, Riverside West; Case of Windows and Doors USA (Portions may be closed to the public)
 2. Consider First Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy; Case of Stories Foundation (Portions may be closed to the public)
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 09/09/2021

By: Wendy Schlueter, Community
Development

Title:

Approve Meeting Minutes for August 12, 2021

Purpose/Background:

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

Notification:

Observations/Alternatives:

Funding Source:

Recommendation:

Approval of August 12, 2021 meeting minutes

Action:

Motion to approve August 12, 2021 EDA meeting minutes.

Attachments

EDA Minutes

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Sean Sullivan	09/01/2021 04:45 PM
Bruce Westby	Bruce Westby	09/02/2021 12:13 PM
Kurt Ulrich	Kurt Ulrich	09/02/2021 03:34 PM
Form Started By: Wendy Schlueter		Started On: 08/19/2021 12:49 PM
Final Approval Date: 09/02/2021		

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

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, August 12, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Scott Cords
 Member Chelsee Howell
 Member William MacLennan
 Member Michael Olson
 Member Chris Riley

Members Absent: Member Rachal Johnson

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

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

2. APPROVE AGENDA

Motion by Member Cords, seconded by Member MacLennan, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Cords, MacLennan, Howell, Olson, and Riley. Voting No: None. Absent: Member Johnson.

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated July 8, 2021

Motion by Member Riley, seconded by Member Cords, to approve the July 8, 2021, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Riley, Cords, Howell, MacLennan, and Olson. Voting No: None. Absent: Member Johnson.

4. EDA BUSINESS

4.01: Appoint Chairperson and Vice Chairperson

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen commented that he will remain on the EDA throughout the remainder of his term, but he will be traveling and working remotely, therefore he will be stepping down as Chair. He stated that it is difficult to chair meetings from a remote location. He noted that Member Cords has stated that he would be interested in the Chair position.

Motion by Member Riley, seconded by Member Steffen, to appoint Scott Cords as Chairperson of the Economic Development Authority through March 31, 2022.

Motion carried. Voting Yes: Chairperson Steffen, Members Cords, Howell, MacLennan, Olson, and Riley. Voting No: None. Absent: Member Johnson.

Economic Development Manager Sullivan noted that the newly appointed Chair should preside over the meeting.

Chairperson Cords opened nominations for Vice Chair.

Motion by Member MacLennan, seconded by Member Riley, to appoint Michael Olson as Vice Chairperson of the Economic Development Authority through March 31, 2022.

Motion carried. Voting Yes: Chairperson Cords, Members MacLennan, Riley, Howell, Olson, and Steffen. Voting No: None. Absent: Member Johnson.

4.02: Consider Recommendation to Approve Establishment of TIF District 18, TIF Plan, and TIF Agreement; Case of Oppidan

Economic Development Manager Sullivan presented the staff report.

Chairperson Cords stated that there were a few minor things that staff was going to do additional research on. He asked if there are fundamental changes since the previous discussion.

Economic Development Manager Sullivan stated that those questions were related to the TIF agreement, which is the second portion of the case. He provided clarification on the job creation requirement which included a job creation number of 100 with minimum wages of \$17.50 / hr. He noted that in order to qualify to be within a TIF District, the use would need to be in line with the district in terms of manufacturing/distribution/warehousing type uses. He noted that if the use changed, one of those buildings could potentially be removed from the district. He clarified that the EDA actions could be taken in one motion all at once if supported by the EDA. He noted that this would go forward to the City Council for a public hearing on August 24th.

Member Howell referenced the 40 and 60 percentages and asked how that was negotiated and accepted.

Economic Development Manager Sullivan stated that 60/40 split is unique in that typically it is a 90/10 split with the developer receiving 90 percent. He stated that staff negotiated the 60

(developer) / 40 (City) split percent for the City in order to support a portion of City costs associated with needed infrastructure improvements in that area such as Bunker Lake Boulevard.

Motion by Member Cords, seconded by Member MacLennan, to recommend to City Council:

- Approve the Modification to the Development Program for Development District No. 1
- Establish Tax Increment Financing District No. 18: (Oppidan Industrial) within Development District No. 1
- Approve the Tax Increment Financing Plan. The TIF plan outlines the boundary of the district, TIF eligible expenses/costs and tax impacts (tax base and taxing jurisdictions). The TIF Plan outlines how the project follow statutory requirements for creation of the TIF District.
- Approval of TIF Agreement (business subsidy) with Ramsey Industrial Owner LLC and Oppidan Incorporated; subject to attorney review.

Motion carried. Voting Yes: Chairperson Cords, Members MacLennan, Howell, Olson, Riley, and Steffen. Voting No: None. Absent: Member Johnson.

4.03: Recommend 2022 EDA Budget and Levy

Economic Development Manager Sullivan presented the staff report.

Chairperson Cords asked if the EDA fund remains relatively flat. He noted that some of the fund was used for COVID relief in the past year.

Economic Development Manager Sullivan estimated the EDA fund balance at \$1,200,000 to \$1,300,000. He noted that some funds have been allocated for a previously approved project and therefore the balance will be reduced. He believed that the balance is healthy enough to assist in Highway 10 acquisitions or other EDA development activities that may be necessary. He stated that there will be a \$250,000 expense from the business subsidy agreement with PSD which was approved in 2017. He confirmed that those costs were expected, and the fund balance should be around \$1,000,000 after those two expenses.

Member MacLennan stated that it appears the budget is less than the revenue each year.

Economic Development Manager Sullivan stated that the intent is not to build the EDA fund balance but to account for potential expenditures. He stated that last year was unique in that costs that could have been paid through EDA dollars were instead paid through CARES Act funds. He explained the purpose of the EDA fund and how those dollars can be used to promote and support economic development and related marketing and events.

Member MacLennan referenced the actuals from the past three years and asked if they should remain flat with the figures from the previous year.

Economic Development Manager Sullivan commented that he would anticipate that the actual expenditures in 2021 would be closer to the projected amount as last year was unique. He noted that if there is additional revenue that could be used to build the fund balance for future projects.

Chairperson Cords stated that one of the continued budgetary items is a \$5,000 contribution for the manufacturing cohort through the Chamber of Commerce. He asked if that is paid through the EDA or general fund.

Economic Development Manager Sullivan commented that it is an EDA expense but is also approved by the City Council.

Motion by Member MacLennan, seconded by Member Steffen, to adopt the proposed 2022 EDA Budget and Levy as presented.

Motion carried. Voting Yes: Chairperson Cords, Members MacLennan, Steffen, Howell, Olson, and Riley. Voting No: None. Absent: Member Johnson.

4.04: Review Quotes for Renovation of Old Town Hall

Economic Development Manager Sullivan presented the staff report.

Chairperson Cords stated that although he would be sorry to say the tenant could not take advantage of the space, it sounds more expensive than anticipated. He suggested waiting.

Member MacLennan agreed. He stated that if the tenant was willing to sign a long-term agreement of 7 or so years perhaps it would make more sense, but a one-year agreement would be a gamble. He agreed it would be best to hold off.

Member Olson stated that he always looked at the building with intrigue and believed it should be restored but believed that this does not seem like the best time because of pricing.

Member Riley stated that this would be a business decision and clearly the numbers indicate that this would not move forward. He stated that this proposal would have been a good idea and perhaps another opportunity will come forward when pricing is more favorable.

Member Steffen agreed. He noted that perhaps when staff discusses projects with carpenters and remodelers that could be a good opportunity for a contractor office, which would also alleviate the issue of parking that would be created by retail.

Economic Development Manager Sullivan stated that when he gets into the building, the front door is in bad shape, locked by a deadbolt. He noted that all of the doors have already been purchased and perhaps it would make sense to replace the door to better secure the building. He stated that staff could ask for pricing to hang the new door.

Member MacLennan asked if that would also help to gain attention for potential users in the future.

Economic Development Manager Sullivan agreed that it would be helpful to be able to easily open the door when providing a tour of the building. He stated that the building also needs a good cleaning.

Chairperson Cords stated that as a historic site the City has a duty to ensure it is secure to weather and potential trespassing. He asked if there would be funding needed for the labor to install the doors or whether City staff could complete that action.

Economic Development Manager Sullivan confirmed that labor would need to be hired to hang the doors. He believed the cost would drop significantly because the materials have already been purchased and the timing would not be an issue, therefore the contractor could fit it into their schedule.

Chairperson Cords confirmed the consensus of the EDA to table this project as proposed until there is a future opportunity.

Member Steffen asked if the building could be sold.

Economic Development Manager Sullivan believed that it could be. He asked the members of the Council on the EDA if it would be necessary to bring the recommendation to place the project on hold would need to go forward to the Council for formal action or could simply be done in a weekly update.

Member Riley did not believe a formal action of the Council would be needed as nothing is changed.

Economic Development Manager Sullivan stated that if the doors are going to be hung, that would come back for approval of the expenditure.

Member Riley commented that the roof was repaired in recent years and agreed it would make sense to spend the funds to protect the asset in terms of hanging the door.

Motion by Member MacLennan, seconded by Member Olson, to recommend to City Council to put the Old Town Hall Restoration Project on hold until the rate environment improves and direct staff to obtain bids/quotes for door installation.

Motion carried. Voting Yes: Chairperson Cords, Members MacLennan, Olson, Howell, Riley, and Steffen. Voting No: None. Absent: Member Johnson.

5. MEMBER / STAFF UPDATE

Economic Development Manager Sullivan thanks Chairperson Cords for his participation in the interview panel on behalf of the EDA. Interviews will continue with the six individuals selected to move on. The final touches are being put on Business Appreciation Day. He provided recent project updates.

Chairperson Cords asked for details on the StoryTeller Café project and who would need to approve the plans.

Economic Development Manager Sullivan stated that the Site Plan approval was contingent upon a complete set of plans (landscaping, sewer, etc.). He noted that those additional plans are incomplete at this time and the applicant is working with staff to update the plans.

Member MacLennan asked if the Gigi's Salon building would include a café.

Economic Development Manager Sullivan acknowledged the original Facebook post that identified a juice bar or café but noted that is meant for the staff and clientele and not general public.

Member MacLennan referenced the JAC Auto site and asked if that would use all or most of the building.

Economic Development Manager Sullivan commented that they have the preferred layout by November 2021, but the design work will come after this is approved and then it would be known how much of the site would be needed for right-of-way. He stated that whatever would be remaining of the parcel would likely not be enough for development on its own.

6. ADJOURNMENT

Motion by Member Steffen, seconded by Member MacLennan, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Cords, Members Steffen, MacLennan, Howell, Olson, and Riley. Voting No: None. Absent: Member Johnson.

The regular meeting of the Economic Development Authority adjourned at 8:17 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 09/09/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Consider Purchase Agreement for Lot 4, Block 1, Riverside West; Case of Windows and Doors USA (Portions may be closed to the public)

Purpose/Background:

The EDA may choose to going into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the EDA chooses to enter into to closed session the statute and reason above needs to be referenced along with legal description (Lot, 4, Block1, Riverside West) and the Anoka County Tax ID number 34-32-25-13-0005.

The City of Ramsey and Windows and Doors USA have been working to find a site suitable for the business relocation and to negotiate a Purchase Agreement. This business is currently located in Ham Lake in a Multi-tenant building. Windows and Doors USA is window and door distributor that sells and services specialty products to the general public. Windows and Doors USA has agreed to the attached purchase agreement and the general terms and conditions outlined on the attached Term Sheet. The proposed purchase price is within the City's approved deal range for this parcel; however, it still will require site plan and plat approval through the normal planning and zoning process.

The proposed purchase agreement includes a simple development concept and likely will need some revisions. The proposed use of retail/showroom/warehouse has been reviewed by Planning. The Planning Commission will still need to review the site plan to ensure the layout is consistent with city zoning and code. The time periods, and extensions outlined in the term sheet and PA are consistent with recent PA templates aside from the Due Diligence period being 2 months shorter.

Notification:

Notification is not required.

Observations/Alternatives:

Observations: The proposed site will be 1.46 acres upon completion of the Final Plat and Vacation of Dolomite St NW. The purchase price is \$178,479 (\$2.79 / SF). This price is within the approved "deal range". Windows and Doors USA plans to be the general contractor for this project as they have experience in this area. A copy of the preliminary site plan is attached. This was a city generated lead for a city listed city parcel. The proposed Purchase Agreement includes a 2.5% commission for the buyers agent.

The following items are worth highlighting:

Earnest Money	\$3,000, Nonrefundable after a Notice to Proceed has been given by the Buyer.
Inspection Period	120 days from Effective Date (Date City Council Approves) (city requires plat/ site plan approval before sale).
Closing	Within 30 days of Notice to Proceed.
Extensions	Developer will deposit \$3,000 in escrow for each 60 day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.

Performance

City to require construction of a minimum 10,000 SF building and obtain a Certificate of Occupancy one year after Closing. If this is not done, the City may exercise the Right of Re-Entry.

Alternatives:

1. Recommendation to City Council to approve Purchase Agreement as presented. (Staff recommendation)
2. Recommendation to City Council to approve Purchase Agreement with changes.
3. Something else.

Funding Source:

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

Recommendation:

Staff recommends approval of the attached Purchase Agreement as presented, subject to City Attorney review.

As noted above. Planning Commission has yet to review this site concept so this will be handled during the site plan application process and is likely to change.

Action:

Motion to recommend that the City Council approve the attached Purchase Agreement for Purchase Agreement for Lot 4, Block 1, Riverside West, subject to City Attorney review.

Attachments

Site Location Map - Parcel 40

Term Sheet

ACTION - Draft PA Windows and Doors USA

Draft Plat Lot Reconfiguration

Form Review

Inbox

Sean Sullivan (Originator)

Bruce Westby

Kurt Ulrich

Form Started By: Sean Sullivan

Final Approval Date: 09/02/2021

Reviewed By

Sean Sullivan

Bruce Westby

Kurt Ulrich

Date

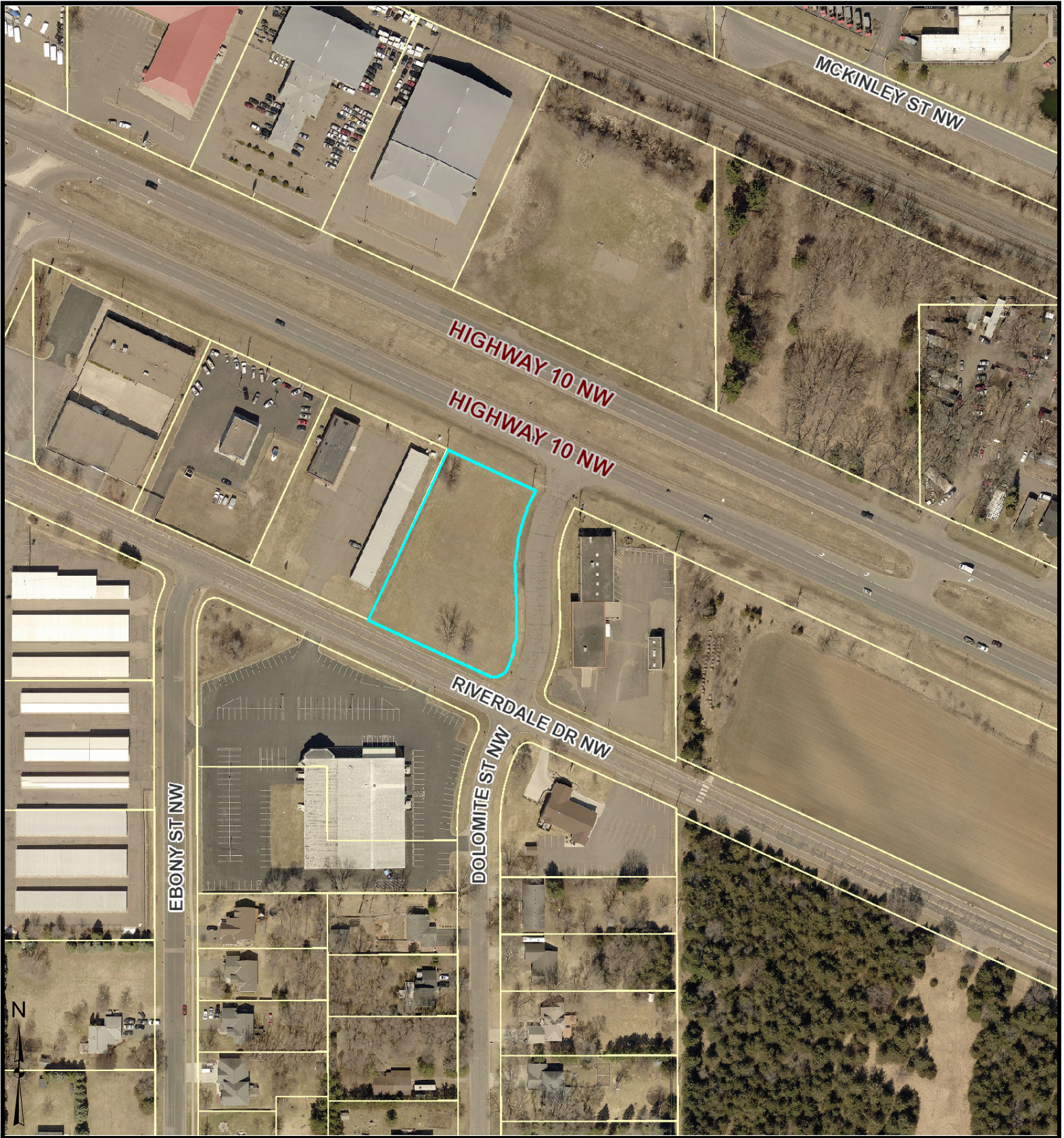
09/01/2021 04:44 PM

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09/02/2021 03:37 PM

Started On: 09/01/2021 10:48 AM

Site Location Map - Parcel 40



Parcel Information: Approx. Acres: 1.23
34-32-25-13-0005 Commissioner: MATT LOOK
6710 HIGHWAY 10 NW
RAMSEY
MN 55303
Plat: RIVERSIDE WEST

Owner Information:



TERM SHEET FOR WINDOWS AND DOORS USA – 9.1.21

Real Estate	Tax ID Number: 34-32-25-13-0005. Lot 4, Block 1, Riverside West, Anoka County, Minnesota and a portion of the vacated Dolomite Street – Subject to Riverside West Rearrangement Final Plat Approval
Acreage	Approximately 1.46 acres or 63,971 SF
Asking Price	\$255,884 (\$4.00 / SF) (SF Subject to change based on approved Plat)
Offer Price	\$178,479 (\$2.79 / SF)
Earnest Money	\$3,000 Non-refundable upon Notice to Proceed being executed.
Inspection Period	120 days from Effective Date (Date City Council approves) (city requires plat/site plan approval before sale)
Closing	Within 30 days of Notice to Proceed.
Commission	This was a City generated lead. The City is proposing to pay 2.5% commission to Buyer Broker.
Extensions to Close	Developer will deposit \$3,000 in escrow for each 60 day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.
City take care of	Provide Draft Plat and updated Title Work. The City will plat the property prior to sale to Buyer at city cost
Performance	City to require construction of a minimum 10,000 SF commercial/retail building with City Zoning requirements and obtain a Certificate of Occupancy one year after Closing. If this is not done, the City may exercise the Right of Re-Entry.
Assignment	Requires city approval if not same owners / company.
Contingencies	None at this time
Review	EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry Planning Commission (Chloe): Land Use, Development Agreement, Site Plan, Plat City Council: Final Approval on both items

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Windows and Doors 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 _____ (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.46 acres of vacant land, legally described as follows:

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,

Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

(“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$2.79 per usable square foot including the easement area on +/- 1.46 acres (63,971 square feet) subject to approval of Final Plat (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$3,000.00 (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 to provide Draft Plat for Lot 1, Block 1, Riverside Rearrangement. Buyer at own expense may arrange to obtain an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) for the Property (the "Survey")

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, then 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 **Insert date 120 days after the Effective Date** (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: Windows and Doors USA LLC
Frank Serna
11871 Jamestown St NE
Blaine, MN 55303
Email: info@wdmninc.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 (\$3,000.00) earnest money with Escrow Agent for each extension. Each \$3,000 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 2021 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 REMAX Commercial ("Buyer's Broker") Seller shall pay Buyers Broker 2.5% of final gross 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 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 10,000 SF building compliant with City 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. Central 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 Site Plan Approval and Development Agreement, and approved 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.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E. Kuzma, Mayor

Dated: _____, 2021

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2021

BUYER: Windows and Doors USA LLC

By: _____
Frank Serna, President

Dated: _____, 2021

Exhibit A

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,

Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

("Property")

Exhibit B



RIVERSIDE WEST REARRANGEMENT

SURVEYORS CERTIFICATION

I Andrew Hill do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Andrew L. Hill, Licensed Land Surveyor
 Minnesota License No. 57632

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Andrew L. Hill.

Notary Public, _____ County, Minnesota

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That The Housing and Redevelopment Authority in and for the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, owner of the following described property:

Lot 4, Block 1, RIVERSIDE WEST, according to the recorded plat thereof, Anoka County, Minnesota.
 AND
 That part of vacated Dolomite Steet NW, as dedicated and delineated on RIVERSIDE WEST, according to the recorded plat thereof, Anoka County, Minnesota, lying westerly of the centerline of said Dolomite Street NW, northerly of the easterly extension of the southerly line of Lot 4, Block 1, said RIVERSIDE WEST, and southerly of the easterly extension of the northerly line of Lot 4, Block 1, said RIVERSIDE WEST

AND
 That Able Property Management Inc., a corporation under the laws of the State of Minnesota, owner of the following described property:

Lot 1, Block 2, RIVERSIDE WEST, according to the recorded plat thereof, Anoka County, Minnesota.
 AND
 That part of vacated Dolomite Steet NW, as dedicated and delineated on RIVERSIDE WEST, according to the recorded plat thereof, Anoka County, Minnesota, lying easterly of the centerline of said Dolomite Street NW, northerly of the easterly extension of the southerly line of Lot 4, Block 1, said RIVERSIDE WEST, and southerly of the easterly extension of the northerly line of Lot 4, Block 1, said RIVERSIDE WEST

Have caused the same to be surveyed and platted as RIVERSIDE WEST REARRANGEMENT and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said The Housing and Redevelopment Authority in and for the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, has caused these presents to be signed by its _____ and its _____

this ____ day of _____, 202__.

The Housing and Redevelopment Authority in and for the City of Ramsey

 STATE OF MINNESOTA
 COUNTY OF ANOKA
 This instrument was acknowledged before me this ____ day of _____, 202__, by _____ and _____, _____, The Housing and Redevelopment Authority in and for the City of Ramsey on behalf of The Housing and Redevelopment Authority in and for the City of Ramsey.

Notary Public, _____ County, Minnesota

In witness whereof said Able Property Management Inc., a corporation under the laws of Minnesota, has caused these presents to be signed by its _____ and its _____ this ____ day of _____, 202__.

Able Property Management Inc.

 STATE OF MINNESOTA
 COUNTY OF _____
 This instrument was acknowledged before me this ____ day of _____, 202__, by _____ and _____, _____, Able Property Management Inc., a corporation under the laws of Minnesota, on behalf of Able Property Management Inc.

Notary Public, _____ County, Minnesota

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of RIVERSIDE WEST REARRANGEMENT was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this ____ day of _____, 202__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By _____, Mayor
 Mark Kuzma

By _____, Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

David M. Zieglmier, Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20__.

Property Tax Administrator

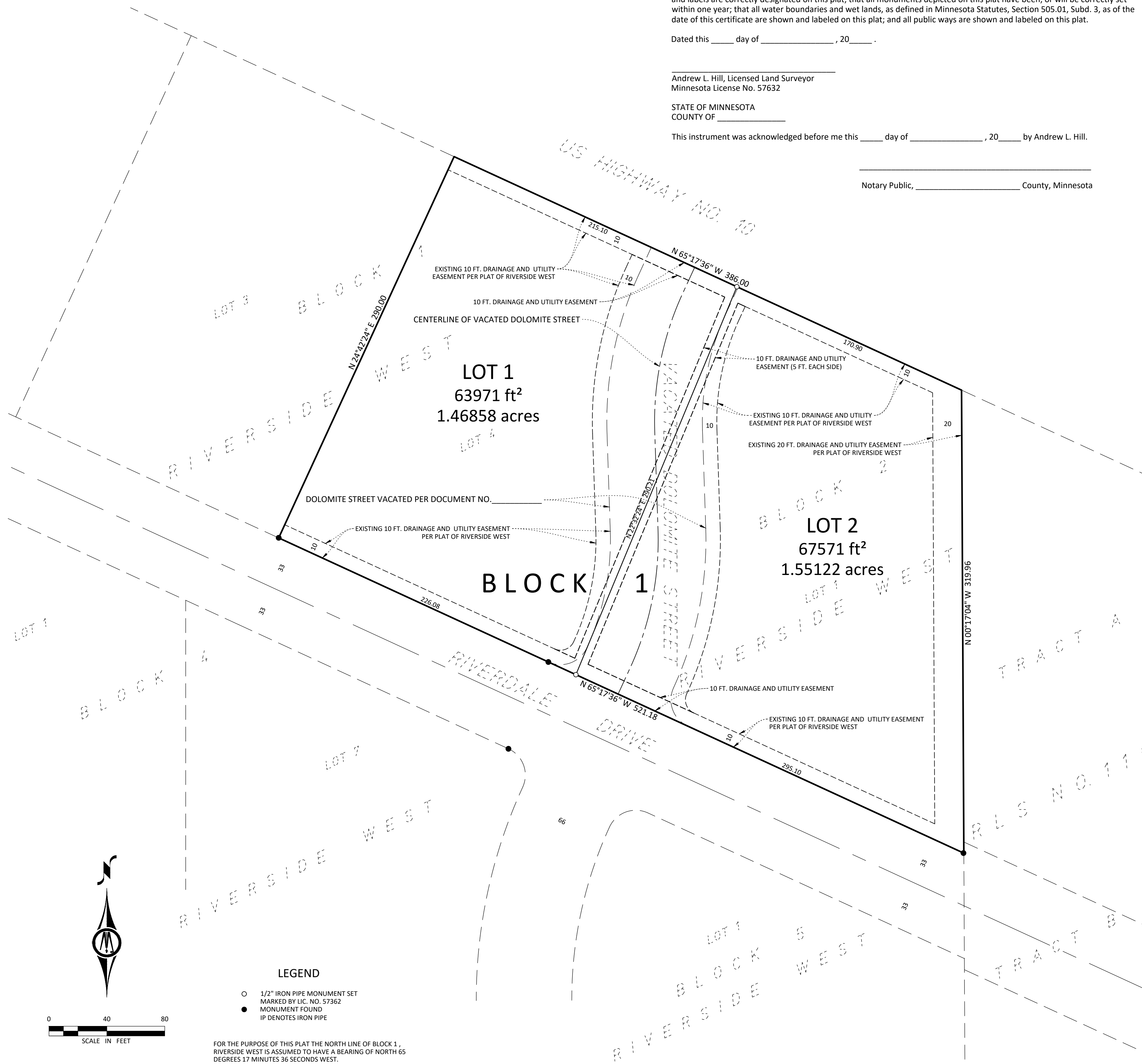
By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
 County of Anoka, State of Minnesota

I hereby certify that this plat of RIVER CROSSING SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20__, at ____ o'clock ____M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy



LEGEND
 ○ 1/2" IRON PIPE MONUMENT SET
 MARKED BY LIC. NO. 57362
 ● MONUMENT FOUND
 IP DENOTES IRON PIPE

FOR THE PURPOSE OF THIS PLAT THE NORTH LINE OF BLOCK 1,
 RIVERSIDE WEST IS ASSUMED TO HAVE A BEARING OF NORTH 65
 DEGREES 17 MINUTES 36 SECONDS WEST.



Economic Development Authority (EDA)

4. 2.

Meeting Date: 09/09/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Consider First Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy; Case of Stories Foundation
(Portions may be closed to the public)

Purpose/Background:

The City of Ramsey and Stories Foundation entered into a purchase agreement on October 29, 2020 to purchase and develop Outlot B, COR Stone Brook Academy. Stories Foundation has submitted applications for site plan and plat and have received preliminary approvals. As noted in the original EDA case, Stories Foundation is a non-profit and relies heavily on fundraising for its operations and capital investment. Stories Foundation recently notified the City that the bank they had been working with drastically changed their terms which has led to them seeking other financing options. Based on the need to secure financing Stories Foundation is asking the City to consider a three month extension of the Purchase Agreement at a cost of \$3,000. The Developer proposes to pay \$1000 per month starting on October 1st and concluding on December 1st 2021. Staff supports this request and believes an EDA recommendation to Council to move forward with the First Amendment to Purchase Agreement is appropriate.

Notification:

Notification is not required.

Observations/Alternatives:

Observations: The site is .52 acres in size with a purchase price of \$67,953.60. (\$3.00/SF) This price is within the approved "deal range". The mixed use project will be developed by Stories Foundation. The project will consist of a Cafe', retail store on the first floor with apartments and a patio on the second floor. A copy of the preliminary site plan and elevations are attached to the Original Purchase Agreement. The developer has requested a SAC and WAC Deferral loan and the City is in the process of completing the underwriting and will bring to the City Council later this month.

The following modification are worth highlighting:

Closing	Closing date extended from September 30, 2021 to on or before December 31, 2021
Extensions	Developer will provide a \$1,000 check on October 1, 2021, November 1, 2021, and December 1, 2021 as nonrefundable payment for the extension of the Closing date to on or before December 31, 2021
Legal Description	The legal description of the subject property in the Purchase Agreement is Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota. (the "Property") and is being modified to add: to be platted as Lot 1, Block 1, STORYTELLER CAFÉ ADDITION.

Alternatives:

1. Recommendation to City Council to approve First Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy as presented; subject to City Attorney review (Staff recommendation)
2. Recommendation to City Council to approve First Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy with changes; subject to City Attorney review
3. Something else.

Funding Source:

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

Recommendation:

Staff recommends approval of the attached First Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy as presented, subject to City Attorney review.

Action:

Motion to recommend that the City Council approve the attached First Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy, subject to City Attorney review.

Attachments

Site Location Map

ACTION - Draft 1st Amendment to PA

Executed Original Purchase Agreement

Form Review

Inbox

Sean Sullivan (Originator)
Bruce Westby
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 09/02/2021

Reviewed By

Sean Sullivan
Bruce Westby
Kurt Ulrich

Date

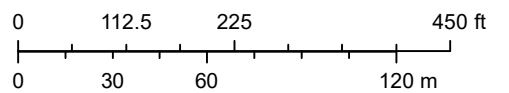
09/02/2021 10:50 AM
09/02/2021 12:48 PM
09/02/2021 03:38 PM
Started On: 09/02/2021 08:18 AM

Site Location Map - Outlot B COR Stone Brook Academy



September 28, 2020

1:2,400



**PURCHASE AGREEMENT
FIRST AMENDMENT**

This is the First Amendment is to the Purchase Agreement by and between **Stories Foundation**, a Minnesota Nonprofit Corporation (“Buyer”), and the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), with an effective date of September 28, 2021.

Recitals

1. Pursuant to the terms of the original Purchase Agreement, the Closing Date is to be no later than September 30, 2021.
2. Buyer seeks to move the Closing Date to be no later than December 31, 2021.
3. Buyer agrees to pay \$1,000 in non-refundable Earnest Money per month for each month extended, on the first day of each month starting on October 1st, 2021 and concluding on December 1, 2021 to extend the Closing Date.
4. 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.
5. Buyer has cited difficulties in obtaining financing as reason to ask for additional time to complete project.
6. The legal description of the subject property in the Purchase Agreement is Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”) and is being modified to add: to be platted as Lot 1, Block 1, STORYTELLER CAFÉ ADDITION.

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 September 30, 2021 to December 31, 2021.
3. Buyer will pay \$1,000 in non-refundable Earnest Money per month for each month extended, on the first day of each month starting on October 1st, 2021 and concluding on December 1, 2021 to extend the Closing Date.
4. Buyer acknowledges that the Inspection Period expired on April 30, 2021 and that a Notice to Proceed was provided to the Seller.
5. The legal description of the Property is modified to:

Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota.

To be platted as:

Lot 1, Block 1, STORYTELLER CAFÉ ADDITION, Anoka County, MN.
(the "Property")

6. All other terms of the Purchase Agreement remain unchanged except to the extent inconsistent with this First Amendment to Purchase Agreement.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E. Kuzma, Mayor

Dated: _____, 2021

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2021

BUYER: STORIES FOUNDATION, a Minnesota Nonprofit Corporation.

By: _____
Stephanie Page, President

Dated: _____, 2021

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Stories Foundation**, a Minnesota Nonprofit 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 **October 29, 2020** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately .52 acres (22,651 square feet) of vacant land, legally described as follows:
Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota, to be platted as:
T.B.D. Anoka County, Minnesota
PID Number: 28-32-25-31-0023 (“Property”)
3. **PURCHASE PRICE.** The purchase price for the Property is \$67,953.60 (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$1,000.00 (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, 2, 3, 4, 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 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.

The payment and indemnification provisions of this Section 7 shall survive any termination or cancellation of this Agreement and are referred to herein as the "Surviving Obligations."

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 **April 30, 2021** Date to (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 Central 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: Stories Foundation
Stephanie Page
3917 Douglas Drive N
Crystal MN, 55422
Email: page.stephaniem@gmail.com and thurston0612@gmail.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 Five Thousand and 00/100 Dollars (\$2,000.00) earnest money with Escrow Agent for each extension. Each \$2,000 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;
- iii. The Right of Re-Entry Agreement provided for in Section 28 below; and
- iv. 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;
- ii. Execute and deliver the Right of Re-Entry Agreement provided for in Section 28 below; and
- iii. 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 due at the time of Closing for the Property.

2. Seller shall pay all special assessments levied or pending against the Property as of the Closing Date.
 3. Seller's own attorney's fees.
 4. One-half the cost of any closing fees.
 5. The cost of real estate broker commission fees as prescribed in Section 14.
 6. 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 CBRE, Inc. ("Sellers Broker"). Seller shall pay Seller's Broker as required by their agreement 3% of final gross 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 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.

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 11 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.

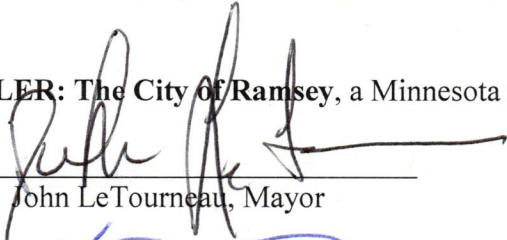
25. SEVERABILITY. Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

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

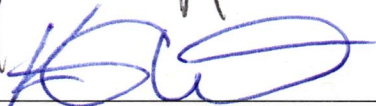
acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

- 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.** Within one year from the Closing Date, Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum 12,000 SF building compliant with COR Zoning requirements to be further defined by an approved Site Plan.. At Closing, a “Right of Re-Entry Agreement” shall be executed and recorded against 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. Central 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.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: 
John LeTourneau, Mayor

Dated: 10/30/2020, 2020

By: 
Kurt Ulrich, City Administrator

Dated: 10/29/2020, 2020

BUYER: STORIES FOUNDATION

By: 
Stephanie Page, President

Dated: 10/29/2020, 2020

Exhibit A

Legal Description

Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota,

To be platted as: T.B.D. Anoka County, Minnesota

PID Number: 28-32-25-31-0023 ("Property")

Exhibit B

**Concept Plan
SUNWOOD DRIVE NW**

