



FARIBAULT DIVISION

4201 BAGLEY AVENUE NORTH
FARIBAULT, MN 55021

P: 507-333-9460
F: 507-333-9475
E: andrew.mack@aldi.us

August 26, 2022

Brian Pankratz
CBRE Inc. - Senior Vice President
Sent via email: brian.pankratz@cbre.com

RE: Non-Binding Letter of Intent to Purchase approximately 2.83-acre parcel located at the SWQ of Armstrong Blvd. SW & 147th Ave. N, Ramsey, MN, as shown on the attached site plan

Dear Brian:

Set forth below is the proposal by Aldi Inc. (Minnesota) to purchase the above referenced Property. The terms are as follows:

Seller:

City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303

Buyer:

Aldi Inc. (Minnesota)
4201 Bagley Avenue North
Faribault, MN 55021

Property:

Approximately 2.83-acre (123,275 square feet) parcel located at the SWQ of Armstrong Blvd. SW & 147th Ave. N, Ramsey, MN, as shown on *Exhibit A*

Purchase Price:

Seven hundred twenty-five thousand dollars (\$725,000 cash).

Earnest Money Deposit:

Ten thousand dollars (\$10,000.00) upon full execution of the Purchase Agreement.

All earnest money shall be applied to the Purchase Price at closing and shall be fully refundable to Buyer.

Contingency Period:

Buyer shall have 180 days from the date the Purchase Agreement is fully executed to (a) perform, in Buyer's sole discretion, any analysis and investigations with respect to the Property, and (b) to obtain the necessary permits and approvals for Buyer's intended use (collectively, the "Contingencies").

If Buyer has not satisfied its Contingencies by the expiration of said 180-day period, then Buyer may elect to extend the Contingency Period for up to 2 (30) day periods. Upon the exercise of such extension, Buyer shall deposit ten thousand dollars (\$10,000.00) with the escrow agent, which sum shall be refundable to Buyer (unless Buyer defaults), and applicable to the Purchase Price.

Easements:

Seller shall grant to Buyer permanent non-exclusive easements for purposes of:

- Ingress / egress
- Signage
- Drainage
- Utilities
- Shared parking

As part of the City Entitlement period

OEA / REA / ECR:

Seller and Buyer will enter into an operating/development agreement for purposes of easements.

Use Restrictions:

Seller will restrict the balance of the following parcels 28-32-25-23-0012, 28-32-25-23-0013, 28-32-25-23-0011 development from the list of uses as shown on *Exhibit B*.

Lot Split:

Within 30 days of the execution of the purchase and Sale Agreement, Seller shall deliver to Buyer a boundary survey of Sellers parcel, together with a metes and bounds legal description of the Property and Sellers residual. Seller will provide the Buyer an existing revised ALTA/NSPS 2016 survey (Table A, items 1, 2, 3, 4, 5, 7A, 8, 11 and 14) for the lot split. [Note to Seller: It's Buyer's understanding that the Property is already platted but any subdivision will be at Buyer's sole expense. .

Sellers Site Obligations:

- Utilities to property line
- Buyer during City Entitlements to submit for Pylon/Monument sign approval. City will not build monument signage.
- Remediation of contamination [**Note to Seller: is there contamination at the site that Seller is aware of? No contamination based on Sellers Knowledge. Please provide a copy of Seller's Phase 1. for Buyer's review**]

Purchase Agreement:

Buyer's attorney shall prepare the Purchase Agreement.

Signage:

Buyer shall construct a free-standing pylon and monument sign on the Property at its cost and expense. Buyer will have top position (Note to Buyer: The City will not own any signs that will allow for the placement of advertising for Buyer. There will likely be privately owned signs that the Buyer can purchase advertising from. The existing City Sign used for offsite advertising at the NE Corner of Ramsey Blvd and Hwy 10 does not have any room to add advertising. This sign will be permanently removed when the Ramsey Boulevard Interchange is constructed in 2025.

Parking:

Buyer will have a shared parking agreement with Outlot A. Buyer will have a controlled parking area (non-shared) as outlined in Exhibit A.

Closing:

Closing shall occur within 30 days after the expiration or earlier waiver of the Contingency Period. A Right of Re-Entry Agreement will be entered into by Buyer and Seller. The Right of Re-Entry Agreement will require the Buyer to obtain a Certificate of Occupancy for a minimum 20,000 square foot building on the property 24 months after Closing. In the event that a Certificate of Occupancy is not received by the Buyer the Seller re-enter and take physical possession of the property for seven hundred twenty-five thousand dollars (\$725,000 cash). (Right of Re-Entry Agreement to be negotiate and added as an exhibit to the PSA)

Brokers Commission:

Seller shall be responsible for all brokerage commission relating to this transaction. Buyer recognizes CBRE, Inc as its sole and exclusive Brokers with regard to this transaction.

Corporate Contingency:

This agreement is subject to review and approval by Aldi Corporate officers.

The parties recognize that this and all other communications are intended to be preliminary only and neither party shall have any obligations to each other with respect to the Property that is the subject of this correspondence unless and until a mutually satisfactory Purchase Agreement has been fully executed and delivered by both parties.

Respectfully,

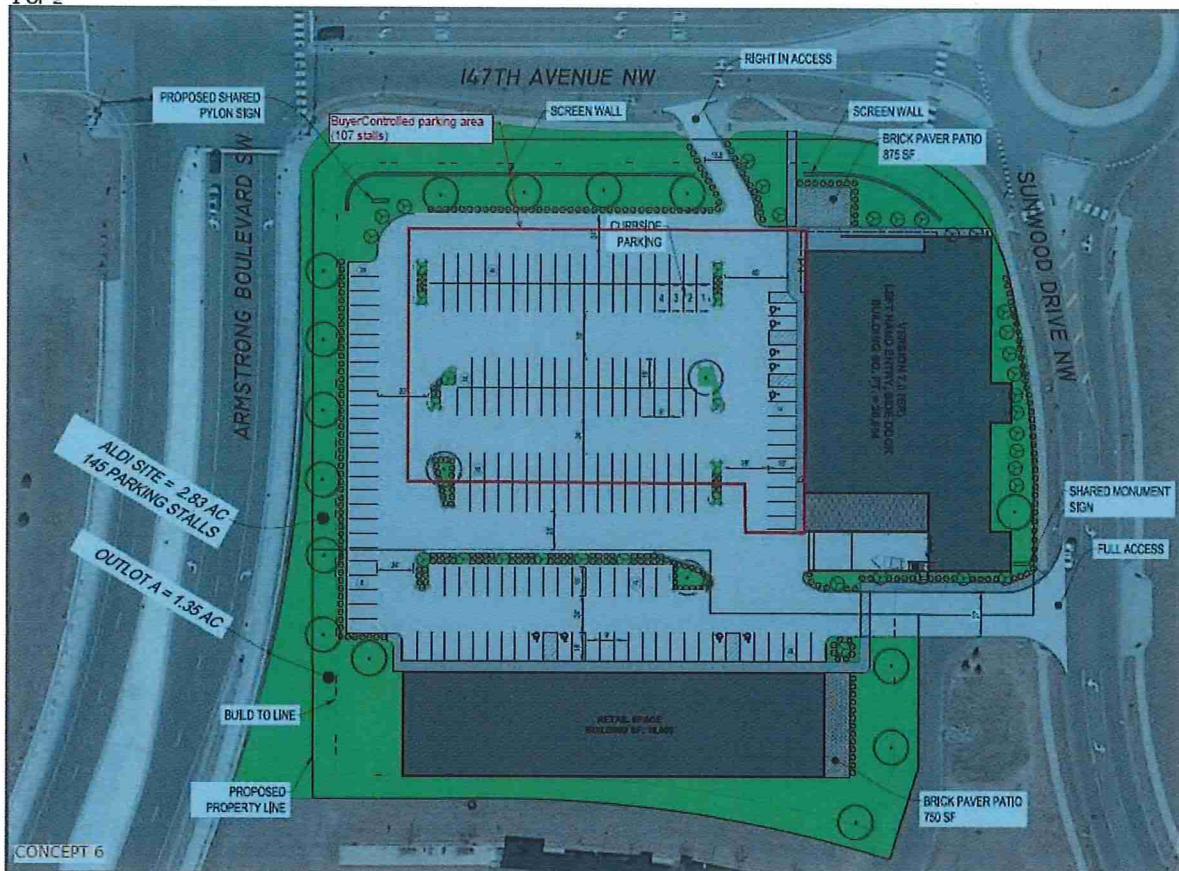
Andrew Mack
Director of Real Estate
Aldi Inc. (Minnesota)

Agreed and accepted this 9th day of September, 2022;

By: 
Brian Hagen, City Administrator

EXHIBIT "A"
SITE PLAN

1 OF 2





above for the purposes of USE RESTRICTIONS

EXHIBIT "B"
USE RESTRICTIONS

- (a) a Retail Grocery Store. The term "Retail Grocery Store" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Center, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption;
 - (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales; (Exception for Tap Room, Brewery or Brew Pub)
 - (c) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;
 - (d) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
 - (e) a pool, billiard hall, arcade;
 - (f) night club or dance club;
 - (g) movie theater or cinema;
 - (h) gym or health club greater than 5,000 square feet;
 - (i) school or learning center having more than thirty students at any one time,
 - (j) children's play or party center; trampoline center; laser tag operation; skating rink; bowling alley; race track; go-karting track;
 - (k) telemarketing; polling and surveying center; office use (other than office uses within and ancillary to a permitted retail use);
 - (l) an abortion clinic; Planned Parenthood;
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- (n) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles;
 - (o) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance); mobile home sales; living quarters; hotel; apartment building;
 - (p) off-track betting establishment, bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);
 - (q) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt or loud noises
 - (r) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;
 - (s) a public or private nuisance
 - (t) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
 - (u) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
 - (v) a gun/firearms shop or gun/firearms range;
 - (w) a pawn shop, tattoo parlor or flea market;
 - (x) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods;
 - (y) a store dedicated to the sale of tobacco products;
 - (z) a mortuary or funeral home;
 - (aa) a church or other place of worship; banquet hall; auditorium or meeting hall;
 - (bb) the outdoor display, sale or storage of merchandise in parking area (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.); and/or
 - (cc) carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.
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