

AGENDA
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
6:15 P.M. Monday, February 8, 2016
City Hall, Council Chambers

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. UNFINISHED BUSINESS

E. NEW BUSINESS

1. Facility Security
 - a. Intent to Close Meeting (§13D.05 subd. 3)
2. Purchase Agreement for Londin Lane Property
 - a. Intent to Closed Meeting (§13D.05 subd.3c)

F. ADJOURNMENT

RULES OF CIVILITY FOR THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY

Following are rules of civility the City of Maplewood expects of everyone appearing at Council Meetings - elected officials, staff and citizens. It is hoped that by following these simple rules, everyone's opinions can be heard and understood in a reasonable manner. We appreciate the fact that when appearing at Council meetings, it is understood that everyone will follow these principles:

Speak only for yourself, not for other council members or citizens - unless specifically tasked by your colleagues to speak for the group or for citizens in the form of a petition.

Show respect during comments and/or discussions, listen actively and do not interrupt or talk amongst each other.

Be respectful of the process, keeping order and decorum. Do not be critical of council members, staff or others in public.

Be respectful of each other's time keeping remarks brief, to the point and non-repetitive.

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MEMORANDUM

REGARDING SALE OF PROPERTY LOCATED AT 2501 LONDIN LANE

TO: City Council

FROM: Melinda Coleman, City Manager
H. Alan Kantrud, City Attorney

DATE: February 2, 2016

SUBJECT: Sale of Excess Land (Londin Lane Fire Station property)

These reports are confidential per Minnesota Statute 13D.05:

Subd. 3. What meetings may be closed.

(c) A public body may close a meeting:

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, section [13D.03, subdivision 3](#), applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.

Once considered at workshop the decision is going to be made during the public meeting as Consent Agenda Item G-16 and the full memorandum will be available to the public and shall be made part of the public record and approved at the next meeting of the City Council as part of the official minutes.

MEMORANDUM

TO: City Council

FROM: Melinda Coleman, City Manager
H. Alan Kantrud, City Attorney

DATE: February 2, 2016

SUBJECT: Sale of Excess Land (Londin Lane Fire Station Property)

Introduction and Background

The City of Maplewood authorized the sale of several parcels of vacant/excess land within the City including two fire stations, including the one at Londin Lane. Over the last several months the City's Agent, Mike Brass, identified and has been working with a Developer, Rubicon Group, to purchase the Londin Lane site.

The City was marketing this site for redevelopment at approximately \$2M with the understanding that any buyer would likely discount the cost of removal of the existing infrastructure—essentially the retired fire station and attendant parking area as well as let the market dictate the value.

Mr. Brass and Staff anticipated that this site would be slow to market as any potential developer would need to secure the parcel next to it to make full-use of the site in terms of being economically viable. The adjacent piece is approximately 15 acres and is bank-owned. The Londin Lane site is approximately 6 acres.

Discussion

The City has a Purchase Agreement from the Rubicon Group before it. Rubicon is owned or at least managed by a developer by the name of Tom Wentz. Tom and his group spent a fair amount of time negotiating a deal with the Bank that has control of the adjacent parcel, which they now have a Purchase Agreement on. Since then staff has been working with Mr. Wentz to create a Purchase Agreement that combines the closing on the Londin Lane parcel with the closing on the vacant piece next to it. That is what is before you and Rubicon has offered \$1,165,000.00 with some contingencies.

Rubicon plans to develop the area with a multi(4)story market-rate apartment complex of approximately 240 units. This would require a change in the zoning of the property, from lower (farm) to higher (R4) density residential (a simple majority vote) unless a PUD is brought forward. It would also require a modification of the City's Comprehensive Plan as the site is guided, "government," currently which would require a super-majority vote and also means it needs the advise-and-consent approval of the Metropolitan Council.

To proceed with the actual building the project plans will receive design review and there may be a need for a lot division as well.

These approvals and changes are part of the contingency to close and Rubicon would make those applications promptly following the signing of the Purchase Agreement. This will allow the

City to move forward with the Commission and Met Council recommendations and approvals that will eventually come to Council for your ultimate decision.

While the development is important, it is also worth noting that the adjacent 15 acres that Rubicon is also purchasing will be used for density purposes, but preserved as green space in perpetuity, which is a nice preservation of native ground and reduces visual clutter.

While the contingencies are plain enough, the price is based on a few expenses that have been built into the deal in the mind of the developer, including approximately \$100,000.00 in demo expenses. While your agent will be available to provide more detail, the offer is consistent with his market analysis and does contemplate redevelopment that will bring an attractive market-rate complex to south Maplewood with no tax subsidies.

According to the Closing estimate the City will net approximately \$1,090,000.00.

Recommendation

Rubicon is a well-positioned and experienced player in this development market. Staff has found them easy to work with and professional in their conduct. This is a good project for the area and also makes good use of the adjacent 15 acres. Staff recommends that the Council approve and authorize the signing of the Rubicon PA (presented as signed by them) and allow Rubicon to initiate the process to obtain the approvals to clear the contingencies prior to closing.

Attachments

1. Rubicon, LLC Purchase Agreement and visual site plan
2. Colliers Land Sale Comps
3. Closing Cost Estimate

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This AGREEMENT FOR SALE AND PURCHASE OF PROPERTY (this "Agreement") is made and entered into as of the Contract Date between **The City of Maplewood Minnesota** ("Seller") and **RUBICON DEVELOPMENT GROUP LLC** (the "Buyer").

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

- (a) **Buyer's Broker.** None.
- (b) **Closing.** The closing and consummation of the purchase and the sale of the Property pursuant hereto.
- (c) **Closing Agent.** Stewart Title Company - Commercial Division attn. Dawn Anderson 1700 82nd Street West, Suite 100 Bloomington, MN 55431 Office (612) 435-6103, mobile (651) 262-3787 danderson@stewart.com, which shall also act as escrow agent pursuant to the terms and conditions of this Agreement.
- (d) **Closing Date.** The date on which the Closing occurs as provided in Section 10 hereof.
- (e) **Code.** The Internal Revenue Code of 1986, as amended.
- (f) **Contract Date.** The date upon which this Agreement shall be deemed effective, which shall be the date set forth below in the Seller's signature block.
- (g) **Deed.** Collectively, the deeds which will be a special warranty deed or a limited warranty deed to be executed by the Sellers, provided it is acceptable in form and content that must be approved by the Title Company in their sole but reasonable discretion.
- (h) **Environmental Laws.** Any applicable statute, code, enactment, ordinance, rule, regulation, permit, consent, approval, authorization, license, judgment, order, writ, common law rule (including, but not limited to, the common law respecting nuisance and tortious liability), decree, injunction, or other requirement having the force and effect of law, whether local, state, territorial or national, at any time in force or effect relating to: (i) emissions, discharges, spills, releases or threatened releases of Hazardous Substances into ambient air, surface water, ground water, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation or shipment of Hazardous Substances; (iii) the regulation of storage tanks or sewage disposal systems; or (iv) otherwise relating to pollution or the protection of human health or the environment.

- (i) **Hazardous Substances.** All substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under the following federal statutes and their state counterparts, including any implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; or any other federal, state, or municipal statute, law or ordinance regulating or otherwise dealing with or affecting materials deemed dangerous or hazardous to human health or the environment; with petroleum and petroleum products including crude oil and any fractions thereof; with asbestos; and with natural gas, synthetic gas, and any mixtures thereof.
- (j) **Land.** The fee or other estate in each tract or parcel of land described in **Exhibit A** and all privileges, rights, easements, and appurtenances thereto belonging, and all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof).
- (k) **Property.** All of Seller's right, title and interest in and to the Land.
- (l) **Seller's Broker** Colliers International attn.: Mike Brass mike.brass@colliers.com 5985 Rice Creek Parkway Suite 105 Shoreview, MN 55126 Direct 952 837 3054 Mobile 612 750 4312 Main 952 897 7700 Fax 952 541 8054
- (m) **Taxes.** All general real estate, ad valorem, sales, and personal property taxes assessed against the Property.
- (n) **Title Commitment.** A commitment for an ALTA Form B Owner's Title Insurance Policy for the Property, issued by the Title Company in the full amount of the Consideration, agreeing to insure title to the Property on or after the Contract Date, showing Seller as owner of the Property, and indicating the conditions upon which the Title Company will issue full extended coverage over all general title exceptions contained in such policies, and including such endorsements as Buyer may require.
- (o) **Title Company.** Stewart Title Company - Commercial Division attn. Dawn Anderson 1700 82nd Street West, Suite 100 Bloomington, MN 55431 Office (612) 435-6103, mobile (651) 262-3787 danderson@stewart.com, which shall also act as escrow agent pursuant to the terms and conditions of this Agreement.

Section 2. Agreement to Sell and to Purchase. Subject to and in accordance with the terms, conditions and provisions hereof, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

Section 3. Earnest Money. Within 5 business days after the Contract Date, Buyer will deposit with the Closing Agent the cash sum of Fifty Thousand Dollars (\$50,000.00). Said

sum, together with all income earned on the investment thereof (if any), shall be collectively referred to herein as the "**Earnest Money**." The Earnest Money shall be held by Closing Agent. The Earnest Money shall be held by the Closing Agent until disbursed as set forth in this Agreement. If Buyer acquires the Property, then the Earnest Money shall be paid to Seller and applied as a credit against the Consideration. If all of the conditions precedent set forth in this Agreement are not met or resolved to the satisfaction of Buyer, or if Buyer terminates this Agreement as expressly permitted pursuant to the provisions hereof, then the Earnest Money shall be returned by the Closing Agent to Buyer. If all of the conditions precedent set forth in this Agreement have been satisfied or waived by Buyer, and if thereafter Buyer fails to acquire the Property pursuant to the terms of this Agreement and Seller is not in default, then the Earnest Money shall be delivered to Seller and shall be retained by Seller as liquidated damages. If there is a dispute between Buyer and Seller as to the distribution of the Earnest Money, or if for any other reason the Closing Agent in good faith elects not to make any such disbursement, then the Closing Agent shall continue to hold the Earnest Money until otherwise directed by written instructions executed both by Seller and Buyer, or by a final judgment of a court of competent jurisdiction. Upon request, Buyer and Seller shall execute Closing Agent's standard earnest money escrow agreement; provided, however, that if there is any conflict or inconsistency between such escrow agreement and this Agreement, then this Agreement shall control.

Section 4. Consideration and Prorations.

4.1 Consideration. The "**Consideration**" shall be \$1,165,000.00. The Consideration shall be subject to the prorations and allocations provided for herein, which shall be added or subtracted as the case may be. The Consideration shall be paid by Buyer to Seller at Closing.

4.2 Prorations.

- (a) **General.** Seller and Buyer shall make the prorations set forth in this section, as a credit or debit to the Consideration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to any income therefrom and responsible for any expenses thereof, for the entire day upon which the Closing occurs. All prorations shall be made on the basis of the actual number of days of the year and month that shall have elapsed prior to the Closing Date.
- (b) **No Income Proration.** The parties acknowledge that the Property is not currently generating income, and that there will be no proration of income at Closing.
- (c) **Taxes and Special Assessments.** The parties shall Prorate all Taxes payable for the year of Closing, on a calendar year basis, on the basis of the most recent final tax bills for the Land. Seller shall pay all Taxes for years prior to the year of Closing. If after Closing either party receives a refund of any Taxes that were prorated pursuant to this Agreement, then the parties shall equitably share the refund. Seller shall not appeal, protest, or otherwise seek reduction of Taxes for years prior to the year of Closing without Buyer's prior written consent. Seller shall pay all pending or levied municipal or special district assessments (including unpaid installments) related or pertaining to the Property (including any fines, interest or penalties thereon due to the non-payment thereof), and shall

indemnify, defend and save Buyer from any claims therefor or any liability, loss, cost or expenses arising therefrom. If, after Closing, any additional Taxes or assessments applicable to the period prior to the Closing Date are levied for any reason, including back assessments or escape assessments, then Seller shall pay all such additional amounts.

- (d) **Operating Expenses.** Except for Taxes and special assessments, which are covered by Section 4.2(c) above, Seller shall be responsible for any operating expenses applicable to the Property prior to the Closing Date. Buyer shall be responsible for any operating expenses incurred by Buyer on and after the Closing Date.

Section 5.

5.1 Title Commitment. Buyer shall order the Title Commitment from the Title Company within 5 business days after the Contract Date. Seller shall, at Seller's sole cost and expense, provide the Title Company with any title abstracts, documents, or information reasonably required by the Title Company to complete the Title Commitment. The Title Commitment shall show the condition of title to the Land, shall name Buyer as the proposed insured, and shall include legible copies of all recorded exceptions and covenants, conditions, easements, and restrictions affecting the Property. The Title Commitment shall contain the conditions upon which the title insurance policy that will be issued by the Title Company at Closing pursuant to the Title Commitment (the "**Title Policy**") will provide extended coverage insurance that shall result in the deletion of the following exceptions: (a) liens for labor or materials, whether or not of record; (b) parties in possession; (c) unrecorded easements; and (d) exceptions that an accurate survey would disclose. The Title Policy shall include an ALTA Form 9.1 comprehensive endorsement, and any other endorsements required by Buyer.

5.2 Survey. Promptly following receipt of the Title Commitment, Buyer shall order and pay for as its sole expense, an ALTA survey of the Property (the "**Survey**"), which Survey shall expressly state the total square footage of the Property. Each party shall provide any cooperation reasonably necessary to assist in the preparation and delivery of the Survey to both parties.

5.3 Title Notice. If the Title Commitment or Survey disclose matters that are not acceptable to Buyer ("**Unpermitted Exceptions**"), then Buyer shall notify Seller in writing (the "**Title Notice**") of Buyer's objections within 45 days after Buyer has received both the Title Commitment and the Survey. In the event that Buyer notifies Seller of any objections within such 45-day period, then Seller shall notify Buyer in writing, within 10 days following the date of receipt of Buyer's notice of such objections, that either: (a) the Unpermitted Exceptions will be, prior to Closing, removed from the Commitment and/or Survey, insured over by the Title Company pursuant to an endorsement to the Commitment, or otherwise cured to Buyer's reasonable satisfaction; or (b) Seller declines to arrange to have the Unpermitted Exceptions removed, insured over, or otherwise cured. If Seller fails to deliver such written notice to Buyer within such 10-day period, then Seller shall be deemed to have elected to remove, insure over, or otherwise cure the Unpermitted Exceptions. If Seller declines to arrange to remove, insure over, or otherwise cure any of the Unpermitted Exceptions, then Buyer shall elect, through written notice to Seller within 30 days after Buyer's receipt of Seller's written declination, to: (a) terminate this Agreement and receive refund of the Earnest Money; or (b) waive such objections and take title subject to the Unpermitted Exceptions that Seller has declined to remove, insure over, or otherwise cure. If Buyer fails to deliver such written notice to Seller within such 30-day

period, then Buyer shall be deemed to have elected to waive such objections. The Closing Date shall be adjusted, if necessary, to allow for any elections allowed or required by this Section. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove as a title exception (x) all mortgages, security deeds, mechanic's liens, or other security instruments encumbering the Property, and (y) all past due ad valorem taxes and assessments, and (z) any judgments or tax liens against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property.

5.4 Pre-Closing "Gap" Title Defects. Buyer may, at or prior to Closing, notify Seller in writing (the "Gap Notice") of any title issues raised by the Title Company or by Buyer's surveyor after Buyer's receipt of the initial Title Commitment and Survey; provided that Buyer must notify the Seller of such objection to title within 10 days of being made aware of any such issue. If Buyer sends a Gap Notice to the Seller, Buyer and the Seller shall have the same rights and obligations with respect to such notice as apply to a Title Notice under Section 5.3 hereof.

Section 6. Buyer's Inspection.

6.1 Document Inspection. Buyer and Seller acknowledge that Buyer (by itself or through such agents, consultants and others as Buyer shall designate) may inspect, test and analyze the Property.

6.2 Physical Inspection and Applications. Buyer and its consultants and agents shall have the right, from time to time prior to the earlier of the completion of the Formal Inspection Period in Section 6.3 below or termination of this Agreement, to enter upon the Property to examine the same and the condition thereof, and to conduct such investigations, inspections, tests, studies and submit such permit and zoning applications as Buyer shall determine to be reasonably necessary, including without limitation invasive geotechnical and soil testing and Land-use and PUD applications. Buyer agrees to pay all costs of such investigations, inspections, tests, studies and applications and to indemnify and hold Seller harmless from and against any claims for injury or death to persons or damage to property arising solely out of any action of any person or firm entering the Property on Buyer's behalf as aforesaid, which indemnity shall survive the Closing and any termination of this Agreement without the Closing having occurred. Notwithstanding the foregoing, Buyer shall not be liable hereunder for the discovery of a preexisting condition at the Property or for the consequences of such discovery.

6.3 Formal Inspection Period. Notwithstanding Buyer's continuing right of inspection contained in Section 6.2 above, Buyer shall have until that date which is 120 days after the Contract Date (the "Inspection Date") in which to make such investigations, inspections, tests, studies and applications as permitted herein with respect to the Property, and any other thing or matter relating to the Property as Buyer deems appropriate, and, at the sole discretion of Buyer, to terminate this Agreement on or before such Inspection Date if Buyer is not, for any reason or for no reason, satisfied with the Property. If Buyer terminates this Agreement on or before the Inspection Date, then the Earnest Money shall be returned to Buyer, and neither party shall have any further obligation to the other except as to provisions herein which are to survive termination. Upon the submission to the City of an application for zoning or PUD approval, this section and its timeline shall be deemed satisfied and any remaining time pursuant herein waived. This Section 6.3 shall not be deemed to limit Buyer's additional termination rights under any other section of this Agreement

6.4 Preliminary Site Plan and Elevations Period. Notwithstanding Buyer's continuing right of inspection contained in Section 6.2 above, Buyer shall have until that date which is 75 days after the Contract Date (the "**Site Plan Date**") in which provide to the Seller a preliminary site plan showing the approximate location of all structures and improvements along with exterior elevations showing approximate building height and appearance along with such other information as reasonably may be required to clearly show the Buyer's planned development of and use of the Property. If Buyer fails to provide such information to the Seller on or before the Site Plan Date and has not terminated this Agreement, then the Buyer shall be deemed to have waived section 6.3 Formal Inspection Period. If Buyer terminates this Agreement on or before the Site Plan Date, then the Earnest Money shall be returned to Buyer, and neither party shall have any further obligation to the other except as to provisions herein which are to survive termination. If Buyer provides the information required by this section 6.4 to the Seller on or before the Site Plan Date, then section 6.3 Formal Inspection Period shall remain in full force and effect allowing Buyer a 120 day period to complete the items allowed by section 6.3 above; and \$10,000 of the earnest money shall become non-refundable subject to section 9 below.

6.5 Appraisal. Buyer may obtain, at its sole cost and expense, an appraisal of the Property (the "**Appraisal**"), to be performed by an appraiser acceptable to Buyer in its sole discretion. In the event Buyer has the Property appraised, Seller shall provide all reasonable cooperation necessary to the appraiser conducting the Appraisal.

Section 7. Seller's Representations, Warranties and Covenants.

7.1. In addition to any other representations, warranties and covenants provided by Seller to Buyer elsewhere in this Agreement, Seller represents, warrants and covenants to Buyer as of the Contract Date:

- (a) **No Leases.** There are no leases (or other similar written or verbal agreements) granting third parties rights of possession or occupancy of the Property or any part thereof.
- (b) **No Purchase Options or Rights of First Refusal.** No person or entity has an option or right of first refusal to purchase all or any portion of the Property.
- (c) **No Service Contracts.** There are no service contracts that relate or pertain to the Property, or the operation or maintenance thereof.
- (d) **Authority.** Seller is formed pursuant to, and in good standing under, the laws of the State of Minnesota and authorized to do business in the State of Minnesota. Each Seller is authorized to own and operate real estate in the state in which its Land is located. No Seller is subject to any proceeding in bankruptcy or any proceeding for dissolution or liquidation. This Agreement and all exhibits and documents to be delivered by each Seller pursuant to this Agreement have been duly executed and delivered by each Seller and constitute the valid and binding obligations of each Seller, enforceable in accordance with their terms. Each Seller has all necessary authority, has taken all action necessary to enter into this Agreement and to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract,

or other agreement to which any Seller is a party which affects any of the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or governmental or regulatory body.

- (e) **Environmental Matters.** To Seller's knowledge: (i) Hazardous Substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property in violation of any Environmental Laws by Seller, by any predecessor-in-title or agent of Seller, or by any other person at any time except as disclosed by that certain Phase I Environmental Report dated October 2013 prepared by SEH and directed to the City of Maplewood with a copy previously provided to the Buyer; (ii) there are no above-ground or underground tanks or any other underground storage facilities located on the Property, and there have never been such tanks or facilities on the Property; and (iii) there are no wells or private sewage disposal or treatment facilities located on the Property and there have never been such wells or private sewage disposal or treatment facilities located on the Property.
- (f) **Non-Foreign Status.** Seller is not a "foreign person" as that term is defined in the Code and the regulations promulgated pursuant thereto.
- (g) **Anti-Terrorism Laws.** Neither Seller, nor any of its affiliated entities, is in violation of any laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law No. 107-56. Neither Seller nor, to the knowledge of Seller, any of its affiliated entities, or their respective brokers or agents acting or benefiting in any capacity in connection with the purchase of the Property, is any of the following: (i) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with which Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Laws; (iv) a person or entity that commits, threatens, or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list. Neither Seller nor, to the knowledge of Seller, any of its brokers or other agents acting in any capacity in connection with the purchase of the Property: (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person as described above; (y) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (z) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any of the Anti-Terrorism Laws.
- (h) **Governmental Matters.** Seller has not received written notice from any governmental body having jurisdiction over the Property, and has no other actual

knowledge, of: (i) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property; (ii) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property; (iii) any proposed changes in any road patterns or grades which would adversely and materially affect ingress or egress to or from the Property; (iv) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting the Property; (v) any uncured violations of laws, codes or ordinances affecting the Property; or (vi) any violation of the terms of, or any failure to obtain, any permit required for the operation of the Property as presently operated, or any threat to revoke, cancel, suspend or not renew any such permit.

- (i) **Litigation.** To Seller's knowledge, there is no controversy, investigation, complaint, protest, proceeding, suit, litigation or claim relating to the Property or any part thereof, or relating to any Seller, which might adversely affect the Property or the transactions contemplated by this Agreement.
- (j) **Mechanics' Liens.** To Seller's knowledge, all bills and claims for labor performed and materials furnished to or for the benefit of the Property prior to the date of execution hereof have been paid in full.
- (k) **No Bankruptcy.** Seller: (a) is not in receivership or dissolution; (b) has not made any assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature; (c) has not been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any jurisdiction and no such petition has been filed against Seller or any of its property or affiliates, if any; (d) has not suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending as of such time; (e) has not made an offer of settlement, extension or composition to its creditors generally; and (f) none of the foregoing are pending or threatened.
- (l) **Methamphetamine Production.** To Seller's knowledge, no methamphetamine production has occurred on the Land.

7.2. It shall be a condition of Closing that the representations, warranties and covenants contained in this Section 7 are true and correct at Closing. If Seller learns that any of said representations or warranties has become inaccurate between the Contract Date and the Closing Date, Seller shall immediately notify Buyer in writing of such change. The Closing Date shall be automatically extended for 10 days in order to allow Seller to cure such change. If Seller cures such change, then this Agreement shall proceed to Closing. If Seller does not cure such change, Buyer may either (a) terminate this Agreement by written notice to Seller, in which case the Earnest Money shall be returned to Buyer and the parties shall have no further rights or obligations hereunder, except for those which expressly survive such termination, or (b) waive such right to terminate and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement. If Buyer elects option (b) in the preceding sentence, the representations and warranties shall be deemed to be automatically amended to reflect said change. Seller's execution and delivery of the Deed shall be deemed Seller's certification that all of the foregoing representations and warranties remain true and correct as of the Closing

Date, as if made on such date. The representations, warranties and covenants contained in this Section 7 shall survive Closing.

Section 8. Buyer's Representations and Warranties. Buyer represents and warrants that, as of the Contract Date:

8.1. Buyer is a validly formed limited liability company under the laws of North Dakota, is in good standing in the state of North Dakota, will be qualified to do business in the State of Minnesota on or before Closing, and is duly authorized to do all things required of it under or in connection with this Agreement. The parties executing this Agreement on behalf of Buyer are duly authorized to so do, and, upon execution, this Agreement will be duly executed by and binding upon Buyer; and

8.2. Buyer is not subject to any involuntary proceeding for dissolution or liquidation.

Section 9. Conditions to Closing. Buyer's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent unless waived by the Buyer:

- (a) This Agreement shall not have terminated or been deemed terminated pursuant to any provision hereof.
- (b) The Buyer shall have acquired the approximately 15.5 acre parcel of real property adjoining and directly to the west of the Property as described on Exhibit B.
- (c) Prior to the end of the Formal Inspection Period in Section 6.3 the Buyer shall provide the City with a proposed multifamily development plan for the Property and the adjoining 15.5 acres to the west including applications for: Comprehensive Plan Amendment; PUD or rezoning approval; Design Review and Parking waiver and any lot combination (division) which may or may not be needed as may be reasonably requested by the City. The City shall have 60 days to approve the Buyer's multifamily development plan as submitted or if approved with conditions, all conditions must be acceptable to the Buyer in its sole discretion. City shall have such extensions as may be reasonably necessary to adequately review and present for approval the project to the City Council as allowed by law. The City's obligation under this section shall be tolled if there are approvals needed from any other governmental entity and until such decision(s) is/are made.
- (d) Seller shall have made all deliveries to the Closing Agent as required by Section 10.4 below.
- (e) Prior to Closing, Buyer shall have received from the Title Company an acceptable pro-forma of the Title Policy, obligating the issuance of the Title Policy in accordance therewith showing (effective upon Closing) title in Buyer subject only to such exceptions as have been approved by Buyer pursuant to this Agreement.

If any of the foregoing conditions are not satisfied or waived by Buyer on or before the Closing Date, then Buyer may terminate this Agreement on written notice to Seller, and, in such event, this Agreement shall cease and terminate, the Earnest Money shall be applied as set forth

pursuant to Section 3, and neither party shall have any further obligation hereunder except as to covenants which are to survive termination.

Section 10. Closing.

10.1 Time and Place. Provided that all of the conditions and contingencies set forth in this Agreement are fully satisfied or performed, Buyer's acquisition of the Property shall take place on a mutually agreeable business day (the "**Closing Date**") that is at the earlier of the soonest day after the satisfaction of all of the conditions and contingencies. Closing shall occur through mail escrow with the Closing Agent, or in another mutually agreeable manner.

10.2 Buyer's Costs. Buyer shall pay:

- (a) All recording and filing charges in connection with the Deed.
- (b) One-half of all escrow and closing agent charges.
- (c) The premiums and costs for the Title Policy, and for any endorsements requested by Buyer (other than curative endorsements that Seller may be obligated to provide pursuant to Section 5 above).
- (d) The cost of preparation of the Survey.
- (e) All costs of Buyer's due diligence.
- (f) Its own attorneys.

10.3 Seller's Costs. The Seller shall pay:

- (a) One-half of all escrow and closing agent charges.
- (b) The cost of preparation of the Title Commitment, including without limitation the cost to update any necessary title abstracts.
- (c) The cost of preparation and recording of all documents (other than the Deed) necessary to place record title in the condition warranted by Seller in this Agreement.
- (d) Any form of deed tax or personal property tax imposed by any state or federal entity by virtue of the sale of the Property, or recording of the Deed, to Buyer.
- (e) Its own attorneys.

10.4 Seller's Deliveries. Seller shall obtain and deliver to Buyer at the Closing the following documents (all of which shall be duly executed and, if required for recording, acknowledged, which documents Buyer agrees to execute and acknowledge where required):

- (a) The Deed, conveying to Buyer all of each Seller's right, title and interest in and to the Property, subject only to encumbrances and title exceptions approved by Buyer.

- (b) From each Seller, a non-foreign certificate in form reasonably required by the Title Company.
- (c) From each Seller, an affidavit customarily required of sellers by the Title Company to remove the standard exceptions from an owner's title insurance policy that are capable of being removed by such an affidavit.
- (d) Such further documents as Buyer or the Title Company may reasonably request to carry out the provisions of this Agreement.

10.5 Buyer's Deliveries. Buyer shall deliver to Seller at Closing:

- (a) The Consideration, as prorated and allocated pursuant to this Agreement.
- (b) Such further documents as Seller or the Title Company may reasonably request to carry out the provisions of this Agreement.

Section 11. Buyer 1031 Exchange. Buyer may elect to enter into the transaction as part of a simultaneous, deferred or reverse tax-deferred exchange under Section 1031 of the Code, pursuant to an exchange agreement or similar agreement to be entered into by and between Buyer and another qualified party ("**1031 Agent**") as contemplated by the Code. Each Seller agrees to cooperate with Buyer and to execute any documents (which may include an acknowledgement of an assignment of Buyer's rights, but not its obligations, under this Agreement) that are reasonably required by Buyer, the 1031 Agent, or the Code in order to complete the purchase of the Property as part of an exchange that qualifies for non-recognition of gain under Section 1031 of the Code. Sellers shall not incur any additional liability or financial obligation as a consequence of Buyer's possible exchange, and Buyer agrees to indemnify and hold each Seller harmless from any liability that may arise from Seller's participation therein.

Section 12. Operations Pending Closing. Seller shall not: (i) enter into or agree to enter into any lease or other agreement concerning occupancy or use of any of the Property, or (ii) sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Property, or incur any liabilities, except for such liabilities as will actually be discharged on or before Closing.

Section 13. Default and Remedies.

13.1 Seller's Default. Should Seller breach any of Seller's covenants, representations, or warranties contained in this Agreement, or should Seller otherwise default under this Agreement, then Buyer may, upon 20 days written notice to Seller, and provided such breach or failure is not cured within such 20-day period:

- (a) if such breach or default is discovered by Buyer prior to Closing, then Buyer may terminate this Agreement, without further liability on Buyer's part and, in such event, Buyer shall be entitled to a return of the Earnest Money and shall have no further liability hereunder; and/or
- (b) if such breach or default is discovered by Buyer prior to Closing, then Buyer may enforce specific performance of this Agreement, provided such action is

commenced within 180 days after the date of Buyer's written notice to Seller pursuant to this Section; and/or

- (c) if such breach or default is discovered by Buyer after Closing, then Buyer may seek damages from Seller on account of any such default.

13.2 Buyer's Default. Should Buyer, after the Inspection Date and prior to Closing, default in respect to any of its covenants, representations, or warranties contained in this Agreement, and if Seller is not in material default hereunder, Seller may terminate this Agreement in accordance with applicable statutes without further liability on Seller's part, in which event Seller shall have the right to the Earnest Money, which shall be considered liquidated damages and such right of termination shall be Seller's sole remedy hereunder, it being agreed that the damages which Seller would incur would be difficult, if not impossible, to calculate, but that such liquidated damages are a reasonable estimate of the damages that would be incurred by Seller.

13.3 Attorney's Fees to Prevailing Party. In the event of any litigation between the parties hereto under any of the provisions of this Agreement, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such litigation. The parties agree that the Judge presiding over the litigation shall determine whether a party is a "prevailing party," and shall determine the reasonable amount of attorney's fees and costs recoverable. The parties agree that the amount of attorney's fees and costs which may be awarded must bear a reasonable relationship to, and must be limited by the Judge to a reasonable amount in view of, the amount recovered by the prevailing party in such matter.

Section 14. Condemnation. If, between the Contract Date and the Closing Date, any condemnation or eminent domain proceedings are initiated or threatened that might result in the taking of any part of the Land or access to the Land from adjacent roadways, Buyer, at its sole discretion, may elect to terminate this Agreement without cost, obligation, or liability on the part of Buyer, in which event this Agreement shall terminate all rights and obligations of the parties hereunder shall cease and the Earnest Money shall be returned to Buyer. If this Agreement is not terminated, Seller shall assign to Buyer all of Seller's right, title, and interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Buyer shall notify Seller within 15 calendar days after its receipt of written notice from Seller of such condemnation or eminent domain proceeding, whether it elects to exercise its right to terminate. If Buyer fails to notify Seller of its election within said 15-day period, such failure shall constitute an election to terminate this Agreement as aforesaid. The Closing Date shall be adjusted, if necessary, to allow for such election.

Section 15. Damage or Destruction. Seller shall bear all risk of loss to the Property until the Closing Date.

Section 16. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, or by electronic "email" transfer (conditioned on delivery of a copy of such notice by nationally-recognized overnight express delivery service, which notice shall be deposited for delivery within one business day after delivery of such electronic "email" transfer) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER: Melinda Coleman
City of Maplewood
1830 County Road B East
Maplewood, Minnesota 55109
Direct: 651-249-2055
Facsimile: 651-387-9951
Melinda.Coleman@ci.maplewood.mn.us

With a copy to: Alan Kantrud
City of Maplewood
1830 county Road B East
Maplewood, MN 55109
Direct: 651-249-2052
Mobile: 612-743-4242
Facsimile: 651-249-2059
alan.kantrud@ci.maplewood.mn.us

With a copy to: Mike Brass
Colliers International
5985 Rice Creek Parkway Suite 105
Shoreview, MN 55126
Direct: 952 837 3054
Mobile: 612 750 4312
Facsimile: 952 541 8054
mike.brass@colliers.com

BUYER: Rubicon Development Group LLC
Attn: Thomas A. Wentz Jr.
1334 Hiawatha St.
Minot, ND 58701
Telephone: (701) 340-5294 mobile
Telephone: (701) 833-0526 office
Email: tom.wentz@rubiconND.com

CLOSING AGENT: Dawn Anderson
Stewart Title Company - Minnesota Commercial Division
1700 82nd Street West, Suite 100
Bloomington, MN 55431
Telephone: (612) 435-6103 office
Telephone: (651) 262-3787 mobile
danderson@stewart.com

Such notices shall be deemed received (a) as of the date of delivery, if delivered by hand by 5:00 p.m. Central time on a business day, (b) as of the next business day, if tendered to an overnight express delivery service by the applicable deadline for overnight service, or (c) as of the date of email transmission, if properly transmitted by email prior to 5:00 p.m. Central time. If a notice is hand delivered or transmitted by email after 5:00 p.m. Central time, then any such notice shall be deemed received as of the next business day.

Section 17. Miscellaneous.

17.1. Governing Law; Headings; Rules of Construction. This Agreement shall be governed by and construed in accordance with the internal laws of the State in which the Land is located, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

17.2. Assignment. Buyer may assign this agreement to a to be formed Minnesota or Delaware entity without the consent of seller provided any assignee is affiliated with Buyer and the Buyer remains obligated on this Agreement unless released in writing by the Seller.

17.3. Brokers. Buyer and Seller each warrant and represent to the other that such representing and warranting party has not employed or made any commitment to a broker or agent (including without limitation any real estate or securities broker, agent, dealer, or salesperson) in connection with the transaction contemplated hereby, except for Seller's Broker. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the indemnifying parties' representation herein being untrue. If this transaction closes, Seller shall pay Seller's Broker a commission fee as agreed pursuant to a separate written agreement.

17.4. Time of the Essence; Possession. Time shall be of the essence of this Agreement and each and every term and condition hereof. Seller shall give possession of the Property to Buyer at Closing.

17.5. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof, except the Closing of this Agreement shall constitute waiver of all conditions to Closing except to the extent otherwise agreed in writing at Closing.

17.6. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

17.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17.8. Amendments. No amendment to this Agreement shall be binding on any of the parties hereof unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

17.9. Date for Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regular business day.

17.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

17.11. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

17.12. Survival. Except as otherwise expressly provided herein, neither this Agreement nor any provision contained herein shall be cancelled or merged with any deed or other instrument on, as of, at or by reason of the Closing, and the covenants and obligations of the parties shall survive the Closing.

17.13. Further Assurances. After the Closing, Buyer and Seller shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such instruments and take such other actions as may be reasonably necessary or advisable to carry out their respective obligations under this Agreement and under any Exhibit, document, certificate, or other instrument delivered pursuant thereto.

17.14. Joint and Several Liability. If this Agreement is executed by more than one entity or individual as Seller, then references to "Seller" or "Sellers" herein shall be deemed to refer to each such individual or entity and the liability of each individual or entity shall be joint and several, and the release by Buyer of any of them shall not release or affect in any manner the obligations of any other of them, and this Agreement shall not be revoked, discharged or impaired as to any such individuals or entities by reason of the insolvency of any other of them. Buyer may at its option enforce this Agreement against one or all such individuals or entities, and Buyer shall not be required to resort to enforcement against each such individual or entity, and Buyer's failure to proceed against or join any such individual or entity shall not affect the joint and several liability of any other individual or entity that signed this Agreement as Seller.

17.15. Exhibits. Attached hereto and forming an integral part of this Agreement are multiple exhibits, all of which are hereby incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

Section 18. Tax Deferred Exchange

18.1 Buyer shall have the right, at its option, to require the Property to be transferred by means of a transaction with another individual, partnership, trust or entity that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended. The Seller agrees to cooperate with the Buyer to effectuate a Section 1031 exchange through a qualified intermediary, qualified trust, or other means as determined by the Buyer upon the following terms and conditions:

- A. The Buyer shall bear the additional transactions costs (including reasonable attorneys' fees) attributable to the closing of a qualified exchange, and shall indemnify the other party against any liability to them arising on account of such an exchange transaction.
- B. The parties do not expect that Seller will incur any additional expenses due to an exchange transaction; however, any additional out-of-pocket expenses incurred by the Seller as a result of the structuring of this transaction as part of an exchange, rather than as an outright purchase, shall be paid by Buyer within ten (10) days of Seller submitting proof of such expenses to Seller.
- C. The Buyer shall not be obligated to take title to any other property as part of any such tax-free exchange.
- D. No such exchange shall result in a delay of the closing, place any additional burden on the Seller, or cause the Seller to suffer any loss as a result of following the instructions of the the Buyer or the Buyer's representative in proceeding with a Section 1031 exchange herein, otherwise this paragraph shall be unenforceable at the Seller's option.
- E. No exchange contemplated under this paragraph shall result in waiver or limitation of the warranties made by the Buyer pursuant to this Agreement, nor release either party from their obligations hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory, effective as of the Contract Date.

BUYER:

RUBICON DEVELOPMENT GROUP LLC

By: _____

Print Name: Thomas A. Wentz Jr

Print Title: President

Date: _____

SELLER:

City of Maplewood Minnesota

By: _____

Print Name: _____

Print Title: _____

Date: _____ (**"Contract Date"**)

EXHIBIT A
Description of Land

That part of the Northwest corner of the Northeast quarter of Section 12, Township 28 North, Range 22, Lying Southwesterly of New Lower Afton Road & Northerly & Northwesterly Of Londin Lane in the City of Maplewood, County of Ramsey, State of Minnesota

EXHIBIT B
Description of adjoining land

Tract 1:

That part of the East 330 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 28 North, Range 22 West, lying North of the South 333 feet thereof, and Southerly of the southline of Lower Afton Road.

Tract 2:

All that part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 28, Range 22, lying Southerly of the South line of Lower Afton Road, and lying Westerly of the following described line: beginning at a point on the South line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 12 distant 622 feet (assumed bearing) South 88 degrees 40 minutes West from the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 12, thence North 369.55 feet, thence North 4 degrees 39 minutes 10 seconds East 293.26 feet, thence North 15 degrees 08 minutes East 218.13 feet to a point on the South line of Lower Afton Road and there terminating except the South 346.5 feet thereof.

Tract 3:

All that part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 28, Range 22, lying Southerly of the South line of Lower Afton Road, and lying Easterly of the following described line: beginning at a point on the South line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12 distant 622 feet (assumed bearing) South 88 degrees 40 minutes from the Southeast corner of the Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) of said Section 12, thence North 369.55 feet, thence North 4 degrees 39 minutes 10 seconds East 293.36 feet, thence North 15 degrees 08 minutes East 218.13 feet to a point on the South line of Lower Afton Road and there terminating except the South 333 feet thereof and except the North 36.55 feet of the South 369.55 feet of the West 292 feet of the East 622 feet thereof. Except that part of the East 330 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 28 North, Range 22 West, lying North of the South 333 feet thereof.

All in Ramsey County, Minnesota

Abstract Property

122822210004

122822210002

122822210003

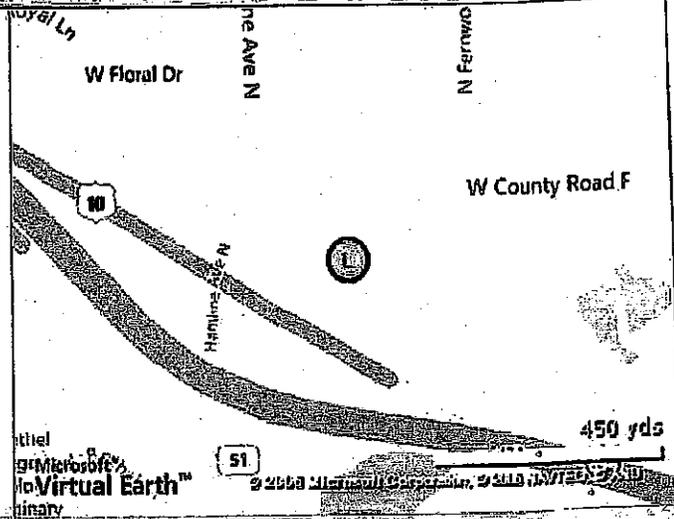
MapRamsey



1296 County Road F - 1296 County Rd F

Arden Hills, MN 55112

Sale on 1/1/2011 - Research Complete
Commercial Land of 2.74 AC (119,354 SF)



Buyer & Seller Contact Info

Recorded Buyer: -

Recorded Seller: **Reiling George J**
661 Heinel Dr
Roseville, MN 55113
(651) 483-1941

Listing Broker: **CBRE**
Brian Pankratz
(952) 924-4665

Transaction Details

ID: 2028625

Sale Date: 01/01/2011 (893 days on market)
Escrow Length: -
Sale Price: -Full Value
Asking Price: 775000 **\$10.49**

Sale Type: **Investment**
Land Area: **2.74 AC (119,354 SF)**
Proposed Use: **Industrial**

Zoning: **I-1**

Street Frontage: **225 feet on W County Road F**

Topography: **Level**
On-Site Improv: **Raw land**
Off-Site Improv: **Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water**
Improvements: **House On Lot**

Transaction Notes

Listing Broker Brian Pankratz with CB Richard Ellis confirmed the sale of the 2.74 acres of land on 1296 County Rd F in Arden Hills, Minnesota of Ramsey County. Pankratz represented the seller, who assessor records confirm is George Reiling.

The parties involved were not at liberty to disclose any vital information about the transaction or were unable to be contacted.

The sale has not yet been recorded and the sale date is estimated.



1296 County Road F - 1296 County Rd F

SOLD

Commercial Land of 2.74 AC (119,354 SF) (cont)

Income Expense Data

Expenses	- Taxes	\$27,734
	- Operating Expenses	
	Total Expenses	\$27,734

Current Land Information

ID: 6618150

Zoning:	I-1	Proposed Use:	Industrial
Density Allowed:	-	Land Area:	2.74 AC (119,354 SF)
Number of Lots:	-	On-Site Improv:	Raw land
Max # of Units:	-	Lot Dimensions:	-
Units per Acre:	-	Owner Type:	-
Improvements:	House On Lot		
Topography:	Level		
Off-Site Improv:	Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water		
Street Frontage:	225 feet on W County Road F.		

Location Information

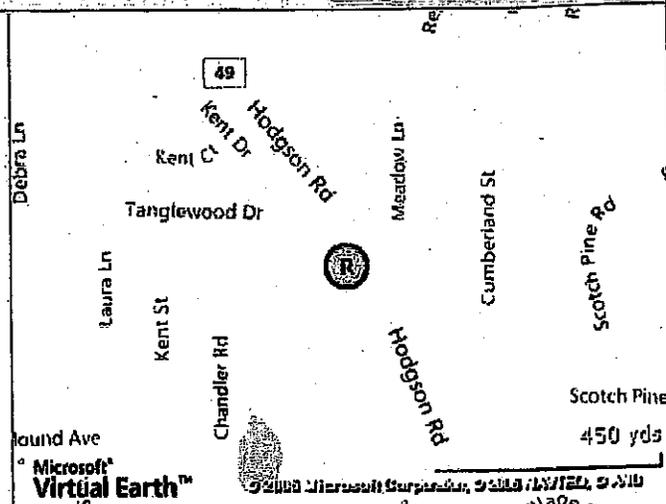
Located:	N of I-694 & E of Hwy 51
Metro Market:	Minneapolis/St Paul
Submarket:	Suburban St Paul/Suburban St Paul
County:	Ramsey
CBSA:	Minneapolis-St. Paul-Bloomington, MN-WI
CSA:	Minneapolis-St. Paul, MN-WI
DMA:	Minneapolis-St Paul, MN-WI



4785 Hodgson Rd

Shoreview, MN 55126

Sale on 4/10/2014 for \$1,100,000 (\$75.06/SF) - Research Complete
 14,655 SF - Sold for Land Value, Retail Restaurant Building Built in 1966.



Buyer & Seller Contact Info

Recorded Buyer: United Properties Residential LLC
True Buyer: United Properties
 3600 American Blvd W
 Bloomington, MN 55431
 (952) 835-5300

Recorded Seller: Ruth & John Kozlak Revocable Trust
True Seller: Ruth & John Kozlak Revocable Trust
 Paul Kozlak
 1920 Imperial Golf Course Blvd
 Naples, FL 34110
 (612) 673-9309

Buyer Type: Developer/Owner-RGNL
Buyer Broker: No Buyer Broker on Deal

Seller Type: Trust
Listing Broker: Tatonka Real Estate Advisors, Inc
 (612) 466-7300

Transaction Details

ID: 3019216

Sale Date: 04/10/2014	Sale Type: Investment
Escrow Length: -	Bldg Type: Retail - Restaurant
Sale Price: \$1,100,000-Confirmed	Year Built/Age: Built in 1966 Age: 48
Asking Price: -	GLA: 14,655 SF
Price/SF: \$75.06 <i>6,860</i>	Land Area: 3.68 AC (160,301 SF)
Price/AC Land Gross: \$298,913.04	
Percent Leased: 100.0%	Percent Improved: 0.2%
Tenancy: Multi	Total Value Assessed: \$1,125,000 in 2012
Sale Conditions: Redevelopment Project	Improved Value Assessed: \$1,900
	Land Value Assessed: \$1,123,100
	Land Assessed/AC: \$305,190
Financing: Down payment of \$1,100,000.00 (100.0%)	
Parcel No: 13-30-23-31-0039	
Document No: 4504167	



4785 Hodgson Rd

SOLD

14,655 SF - Sold for Land Value, Retail Restaurant Building Built in 1966 (cont)

Transaction Notes

4875 Hodgson Rd in Shoreview, MN sold for \$1,100,000. Consideration reflected the value of the land as this location will be redeveloped into a 77-unit senior housing community. Construction is targeted to be completed some time in 2015. The restaurant at this location closed approximately 1 month before the sale.

Details were confirmed with parties on both sides of the transaction.

Income Expense Data

Expenses	- Taxes	\$46,530
	- Operating Expenses	
	Total Expenses	\$46,530

Current Retail Information

ID: 1043138

Property Type:	Retail - Restaurant	GLA:	14,655 SF
Center:	-	Total Avail:	0 SF
Bldg Status:	Built in 1966	% Leased:	100.0%
Owner Type:	Developer/Owner-RGNL	Bldg Vacant:	0 SF
Zoning:	--	Land Area:	3.68 AC
Owner Occupied:	No	Lot Dimensions:	-
		Building FAR:	0.09
Rent/SF/Yr:	-	No. of Stores:	-
CAM:	-		

Street Frontage: 129 feet on Hodgson Rd
Expenses: 2014 Tax @ \$3.18/sf
Parking: 125 free Surface Spaces are available
Features: Dedicated Turn Lane, Pylon Sign, Signage, Signalized Intersection

Location Information

Metro Market: Minneapolis/St Paul
Submarket: Rosedale Ret/Rosedale Ret
County: Ramsey
CBSA: Minneapolis-St. Paul-Bloomington, MN-WI
CSA: Minneapolis-St. Paul, MN-WI
DMA: Minneapolis-St Paul, MN-WI

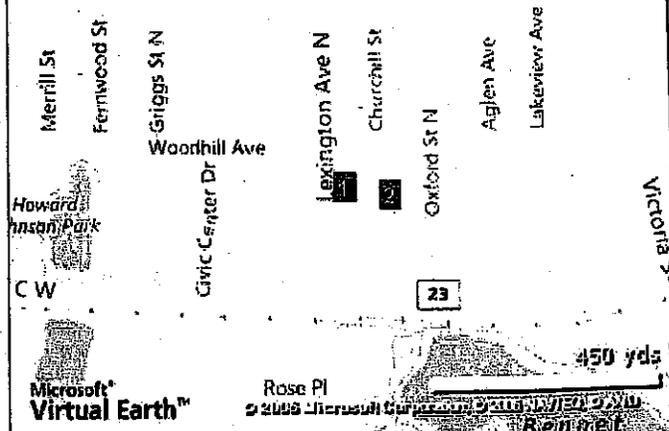


Multi-Property

SOLD

3

Multi-Property sale on 7/14/2015 of 2 Land parcels, for \$1,300,000 (\$4.77/AC) - Research Complete



- 1 2688 Lexington Ave N
- 2 2644 Lexington Ave N

Summary of Property Info - at time of sale

Address	City, State	Type-Class	Property SF	Built	Sale Price
1 2688 Lexington Ave N	Roseville, MN	Land	-	-	\$1,246,005 (Allocated)
2 2644 Lexington Ave N	Roseville, MN	Land	-	-	\$53,995 (Allocated)

Buyer & Seller Contact Info

Recorded Buyer: Cherrywood Pointe of Roseville at Lexington LLC	Recorded Seller: Roger J Relling
True Buyer: United Properties 3600 American Blvd W Bloomington, MN 55431 (952) 835-5300	True Seller: Roger J Relling Roger Relling 1877 Gluek Ln Roseville, MN 55113 (651) 636-1794
Buyer Type: Developer/Owner-RGNL	Seller Type: Individual
Buyer Broker: No Buyer Broker on Deal	Listing Broker: Tatonka Real Estate Advisors, Inc Darryle Henry (612) 466-7300 Steve Chirhart (612) 466-7302

Transaction Details

ID: 3443159

Sale Date: 07/14/2015 (57 days on market)	Sale Type: Investment
Escrow Length: 548 days	RBA: -
Sale Price: \$1,300,000-Confirmed	Land Area: 6.26 AC (272,686 SF)
Asking Price: -	
Price/SF: -	
Pro Forma Cap Rate: -	
Sale Conditions: Redevelopment Project, Soil Contamination Issue	
Transfer Tax: -	
Legal Desc: Parcel 1: That part of the North 253.8 feet of the South 749.8 feet of the West 160 feet of the Southwest Quarter of Section 2, Township 29, Range 23, Ramsey County, Minnesota, which lies south of the following described line:	
Parcel No: 02-29-23-33-0047, 02-29-23-33-0048	



Multi-Property

SOLD

Multi-Property sale on 7/14/2016 of 2 Land parcels, for \$1,300,000 (\$4.77/AC) - Research Complete (cont)

Financing: **Down payment of \$50,000.00 (3.8%)**

Transaction Notes

On July 14, 2015, the individual owner of 2688 Lexington Avenue and 2644 Lexington Avenue in Roseville, Minnesota sold ownership to Cherrywood Pointe of Roseville at Lexington LLC for \$1,300,000. Both properties consist of approximately six acres of commercially zoned land. The escrow period lasted approximately a year and a half.

The seller was represented by Darryle Henry and Steve Chirhart of Tatonka Real Estate Advisors.

The buyer had no formal representation.

There was an issue with the soil possessing asphalt beneath the soil which the buyers thought would make it difficult to develop a property on the land thus the sale price was \$1.3 million instead of its original asking price of \$1.7 million according to the seller.

The buyer was motivated to purchase the property in order to develop it into a 100-unit senior care assisted-living facility. The facility is currently proposed and is expected to break ground in May of 2016 with an estimated delivery date of January, 2017.

The seller was motivated to sell the property because it was an inheritance and chose to sell it to the buyer because they believed it was going to be used for a good cause according to the seller.

All information on this transaction was confirmed by the seller and the listing broker.

The buyer could not be reached for comment.

Current Land Information: 2688 Lexington Ave N

ID: 9673458

Zoning:	-	Proposed Use:	-
Density Allowed:	-	Land Area:	6 AC (261,360 SF)
Number of Lots:	-	On-Site Improv:	-
Max # of Units:	-	Lot Dimensions:	-
Units per Acre:	-	Owner Type:	Developer/Owner-RGNL
Improvements:	-		

Location Information

Metro Market: **Minneapolis/St Paul**
 Submarket: **Suburban St Paul/Suburban St Paul**
 County: **Ramsey**
 CBSA: **Minneapolis-St. Paul-Bloomington, MN-WI**
 CSA: **Minneapolis-St. Paul, MN-WI**
 DMA: **Minneapolis-St Paul, MN-WI**

Current Land Information: 2644 Lexington Ave N

ID: 9885305

Zoning:	-	Proposed Use:	Health Care
Density Allowed:	-	Land Area:	0.26 AC (11,326 SF)
Number of Lots:	-	On-Site Improv:	-
Max # of Units:	-	Lot Dimensions:	-
Units per Acre:	-	Owner Type:	Developer/Owner-RGNL
Improvements:	-		

Location Information

Metro Market: **Minneapolis/St Paul**
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Property Address: **Londin Lane**
 Land Square Feet **257,875**
 Price Per Square Foot **\$4.52**
 Sale Price **\$1,165,000**

Closing Cost Estimate

	Buyer	Seller	
Seller Commissions	0.00%	6.00%	\$ 69,900.00
Both Title Insurance			\$ 600.00
Buyer Appraisal			\$ -
Buyer Mortgage Registration Tax (\$2.40 per \$1000.00)			\$ -
Seller Deed Tax			\$ 3,961.00
Seller PHASE I			\$ -
Seller PHASE II			\$ -
Seller Asbestos Testing			\$ -
Buyer Survey Update			\$ -
Buyer Soil Engineering			\$ -
Buyer Structural Engineering			\$ -
Both Legal Fees			\$ -
Both Closer's Fee			\$ 250.00
Buyer Name Search			\$ -
Buyer Recording Fees			\$ -
Seller Damage Deposits			\$ -
Seller Assessments	\$0	PSF	\$ -
Seller Association Dues			\$ -
Seller Mortgage Pay Off			\$ -
Seller Estimated Taxes	\$15,791	\$1,316	\$ -
Quick adjustment +/-			\$ -
Total Cost			\$ 74,711.00
Adjusted Net			\$ 1,090,289.00
Net PSF			\$ 4.23

All information is judged reliable, however, no warranty or representation is made to its accuracy or completeness