

AGENDA

MAPLEWOOD AREA ECONOMIC DEVELOPMENT AUTHORITY

Monday, July 9, 2012 – Immediately Following the Regular City Council Meeting
City Hall, Council Chambers
Meeting No. 12-13

**The Maplewood City Council Serves as the
Maplewood Area Economic Development Authority**

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. NEW BUSINESS

1. Maplewood Area Economic Development Authority
 - a. Election of Officers
 - b. Approval of Purchase Agreement for City-Owned Land, Hazelwood Street and County Road D East
 - c. Highway 36 and 61 Improvements – Potential Land Purchase, 2228 Maplewood Drive
 - d. BEDC Update

E. ADJOURNMENT

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MEMORANDUM

TO: James Antonen, Authority Director
 FROM: Michael Martin, AICP, Planner
 Charles Ahl, Assistant City Manager
 SUBJECT: **Election of Officers**
 DATE: June 27, 2012

INTRODUCTION

The ordinance establishing the Maplewood Area Economic Development Authority (Authority) requires a chairperson and vice-chairperson be elected on an annual basis. At the last Authority meeting, former city council member John Nephew had been elected chairperson and council member James Llanas was elected vice-chairperson.

DISCUSSION

The *Commission Handbook* states officers should be elected at the first regular meeting in December. However, the Authority in the past has met on an as-needed basis. Staff is recommending the Authority elect a chairperson and vice-chairperson to serve for the rest of 2012. In December, nominations will again be taken for officers to serve through 2013. The handbook has a section which deals with the role of the chairperson and vice-chairperson. Below is the excerpt from the handbook:

Role of the Chairperson and Vice-Chairperson

Commissions generally appoint the chair and vice-chair at set times of the year. Although the appointment is usually for a year, the chair and vice-chair serve at the pleasure of the commission. The willingness and ability of an individual to serve as the chair or vice-chair should be taken into consideration. Commissions should try to give all commissioners an opportunity to serve as chair. The responsibility of service as chair or vice-chair does take extra time.

Responsibilities of the Chair:

- *Preside at all official meetings of the board, commission, or committee.*
- *Consult with the staff liaison in drafting the meeting agenda.*
- *Attend City Council meetings, in person or through another commissioner as designee, as needed to represent the commission, board, or committee with the approval of the commission, board, or committee.*
- *Sign correspondence from the commission with the approval of the City Council.*

The effective chairperson also, during meetings:

- *Solicits opinions and positions from reticent commission members.*
- *Protects new thoughts from being rejected prior to fair evaluation.*
- *Discourages blame-orientated statements.*
- *Keeps the discussion focused on the issue.*
- *Builds trust by even handedness and fairness to all the participants.*

Responsibilities of the Vice-Chair:

- *Substitute for the Chair as needed.*

The section is silent on the procedure for election of the chairperson and vice-chairperson. Authority members should voice nominations for chair and vice-chair, and the body will then vote for the positions. If only one nomination emerges for each position, a motion can be made to formally appoint that person to the post. If there is more than one nomination, the Authority should vote publicly to decide which candidate will be appointed.

RECOMMENDATION

Consider nominations and elect a chairperson and vice-chairperson for 2012.

MEMORANDUM

TO: James Antonen, Authority Director
FROM: Michael Martin, AICP Planner
 Charles Ahl, Assistant City Manager
SUBJECT: **Approval of Purchase Agreement for City-Owned Land**
LOCATION: Hazelwood Street and County Road D East
DATE: June 28, 2012

INTRODUCTION

On November 22, 2010, the Maplewood City Council approved the purchase of property located at the intersection of Hazelwood Street and County Road D East. This land purchase was necessitated because of a land condemnation case that resulted from the realignment of Hazelwood Street and County Road D East. A portion of this land is needed for right-of-way but the rest of the parcel is developable.

DISCUSSION

In 2010, the City of Maplewood purchased a 2.2 acre site from Azure Properties, of which 0.88 acres are needed for right-of-way purposes. The remaining 1.32 acres are developable and will be put on the market to sell for private development. While it is appropriate for the city to maintain ownership of the land needed for right-of-way, the developable land should be sold to the Maplewood Area Economic Development Authority (Authority) while it is being marketed for economic development purposes.

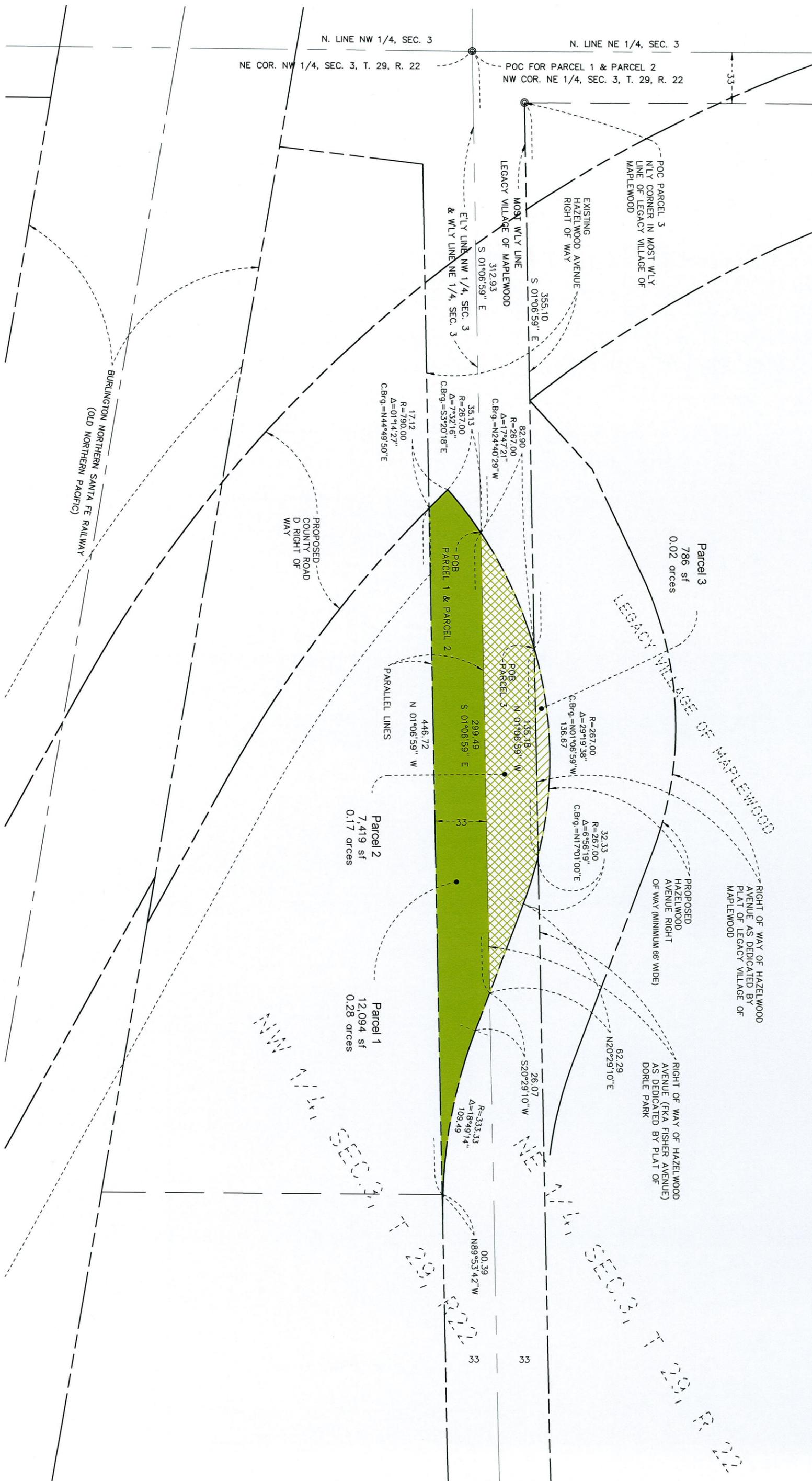
The 2.2 acre site was purchased for \$980,634 or \$10.233 a square foot. Alan Kantrud, city attorney, drafted a purchase agreement, attached to this report, in which the city would sell the 1.32 acre developable acres to the Authority for \$585,000. The purchase agreement states the transaction would be in the form of a promissory note where upon sale of the property the city would collect up to \$585,000. Any sale exceeding that sale price would result in the Authority keeping additional monies above the \$585,000 price. If a sale resulted in a purchase price of less than \$585,000 than the city would accept whatever monies generated and forgive the balance of the promissory note.

RECOMMENDATION

Approve the attached purchase agreement to allow the Maplewood Area Economic Development Authority to purchase 1.32 acres of land, located at the intersection of Hazelwood Street and County Road D East, from the City of Maplewood for the purpose of economic development.

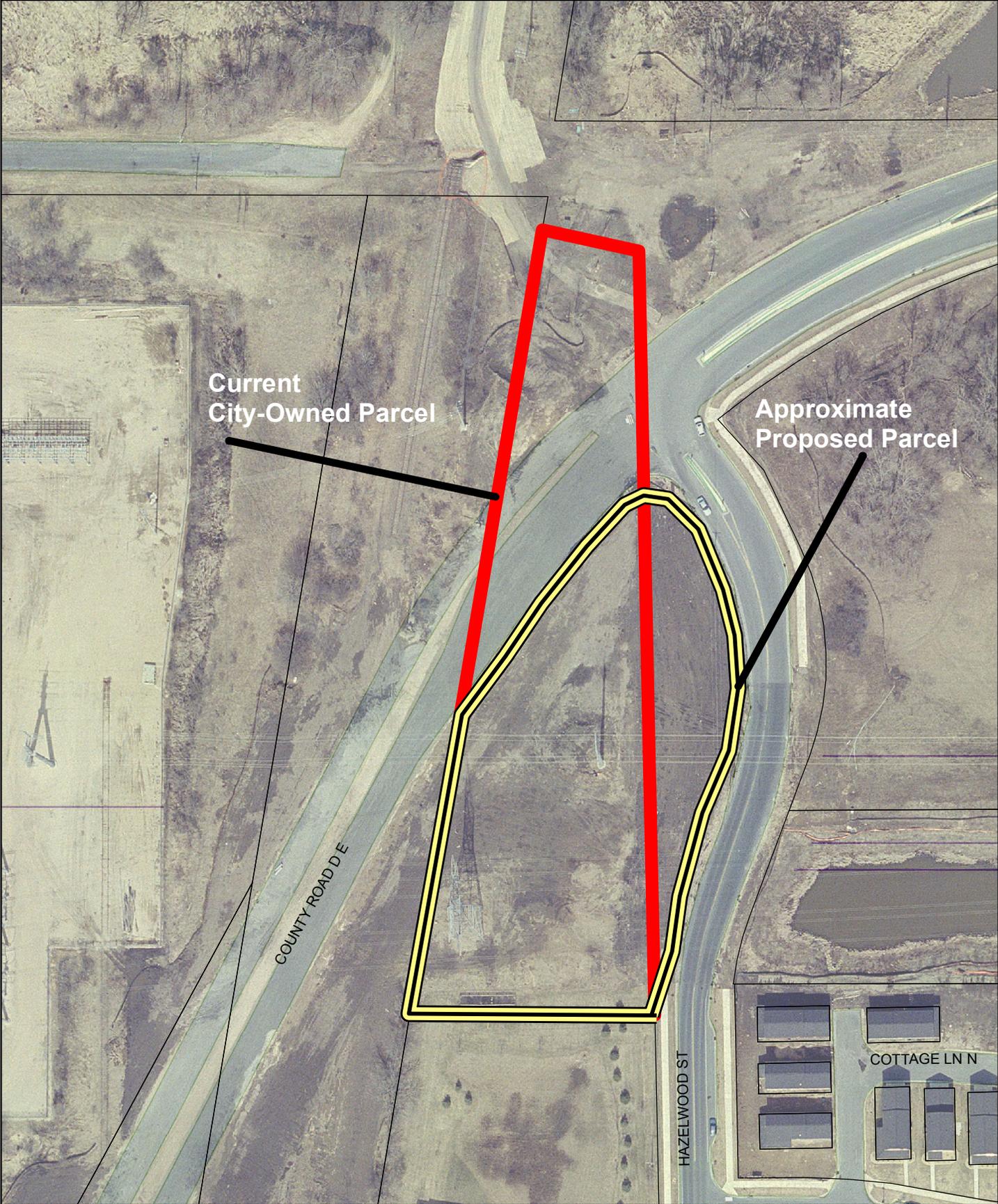
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1. Site Survey
2. Area Map
3. Draft Purchase Agreement



Hazelwood Street
Right-of-Way Vacation
Exhibit 1

Hazelwood Street Vacation of Excess Right-of-Way



VACANT LAND PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

1. Date 29 June 2012

2. Page 1 of

3. RECEIVED OF City of Maplewood, Economic Development Authority, and EDA duly organized and authorized
4. pursuant to Minnesota Statute, Chapter 469

5. the sum of One Thousand Dollars (\$ 1,000.00)

6. by [] CHECK [] CASH [X] NOTE as earnest money to be deposited upon Final Acceptance of Purchase
(Check one.)

7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of
8. listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not
9. accepted by Seller.

10. Said earnest money is part payment for the purchase of the property located at

11. Street Address: County Road D and Hazelwood

12. City of Maplewood, County of Ramsey State of Minnesota, legally

13. described as vacant land of approximately 1.3 acres, as depicted in the Attached Exhibit A, to be platted and

14. more fully described at a later date.

15. including all fixtures, if any, [X] INCLUDING [] EXCLUDING all emblements within the property at the time of this
(Check one.)

16. Purchase Agreement, if any, and [] INCLUDING [X] EXCLUDING the following personal property, if any,
(Check one.)

17.
18.
19.

20. all of which property Seller has this day agreed to sell to Buyer for the sum of (\$ 585,000.00)

21. Five Hundred Eighty-Five Thousand Dollars,

22. which Buyer agrees to pay in the following manner:

23. 1. Cash of percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
24. money; PLUS

25. 2. Financing of 100 percent (%) of the sale price, which will be the total amount secured against this property
26. to fund this purchase.

27. Such financing shall be [X] a first mortgage [] contract for deed or [] a first mortgage with subordinate
(Check one.)

28. financing, as described in the attached Addendum:

29. [] Conventional [] FHA [] DVA [] Assumption [] Contract for Deed [X] Other: Promissory Note
(Check all that apply.)

30. The date of closing shall be , 20 .

31. This Purchase Agreement [] IS [X] IS NOT subject to a Contingency Addendum for sale of Buyer's property. (If
(Check one.)

32. answer is IS, see attached Addendum.) (If answer is IS NOT, the closing of Buyer's property, if any, may still affect
33. Buyer's ability to obtain financing, if financing is applicable.)

34. This Purchase Agreement [] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated
(Check one.)

35. , 20 . (If answer is IS, said cancellation shall be obtained

36. no later than , 20 .

37. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
38. immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money
39. paid hereunder to be refunded to Buyer.)

VACANT LAND PURCHASE AGREEMENT

40. Page 2 Date 29 June 2012

41. Property located at County Road D and Hazelwood Maplewood

42. SPECIAL CONTINGENCIES: This Purchase Agreement is subject to the following contingencies, and if the
43. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____, 20_____,
44. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a Cancellation of
45. Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to
46. Buyer.

47. (Select appropriate options a-i.)

48. [] (a) [] BUYER [] SELLER shall provide a certificate of survey of the property, at [] BUYER [] SELLER
expense.
49. (Check one.)

50. [] (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
51. [] BUYER [] SELLER expense.
(Check one.)

52. [] (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
53. [] BUYER [] SELLER expense.
(Check one.)

54. [] (d) Buyer obtaining approval of city/township for rezoning or use permits at [] BUYER [] SELLER expense.
(Check one.)

55. [] (e) Buyer obtaining, at [] BUYER [] SELLER expense, percolation tests which are acceptable to Buyer.
(Check one.)

56. [] (f) Buyer obtaining, at [] BUYER [] SELLER expense, soil tests which indicate that the property may be
57. improved without extraordinary building methods or cost.
(Check one.)

58. [] (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
59. covenants and approval of the architectural control committee.

60. [] (h) Buyer obtaining, at [] BUYER [] SELLER expense, copies of all covenants, reservations and restrictions
61. affecting the property.
(Check one.)

62. [] (i) Other:

63. _____
64. _____

65. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

66. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a

67. [] Warranty Deed or [X] Other: Quitclaim Deed joined in by spouse, if any, conveying marketable title, subject to
(Check one.)

- 68. (a) building and zoning laws, ordinances, state and federal regulations;
69. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
70. (c) reservation of any mineral rights by the State of Minnesota;
71. (d) utility and drainage easements which do not interfere with existing improvements;
72. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____

73. _____; and

74. (f) others (must be specified in writing):

75. _____
76. _____

VACANT LAND PURCHASE AGREEMENT

77. Page 3 Date 29 June 2012

78. Property located at County Road D and Hazelwood Maplewood
79. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and
80. interest.
81. BUYER SHALL PAY SELLER SHALL PAY on date of closing any deferred real estate taxes
(Check one.)
82. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
83. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY ON
(Check one.)
84. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
85. payable in the year or closing.
86. BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)
87. of the date of this Purchase Agreement.
88. BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)
89. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
90. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
91. assessments or less, as required by Buyer's lender.)
92. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
93. which is not otherwise herein provided.
94. As of the date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
(Check one.)
95. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
96. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before
97. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
98. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
99. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
100. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
101. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
102. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
103. directing all earnest money paid hereunder to be refunded to Buyer.
104. Buyer shall pay PRORATED FROM DAY OF CLOSING _____ 12ths OF ALL NO real estate
(Check one.)
105. taxes due and payable in the year 20 12.
106. Seller shall pay, PRORATED TO DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes
(Check one.)
107. due and payable in the year 20 12. If the closing date is changed, the real estate taxes paid shall, if prorated,
108. be adjusted to the new closing date.
109. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
110. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate
111. taxes.
112. POSSESSION: Seller shall deliver possession of the property no later than 24 hours after closing.
113. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property
114. by possession date.
115. PRORATIONS: All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
116. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
117. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

MN:VLP-3 (8/11)

VACANT LAND PURCHASE AGREEMENT118. Page 4 Date 29 June 2012119. Property located at County Road D and HazelwoodMaplewood

120. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance of this Purchase Agreement,
 121. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
 122. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
 123. or Buyer's designated title service provider:
124. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
 125. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
 126. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
 127. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if any.
 128. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in Seller's possession or
 129. control, for this property to Buyer or Buyer's designated title service provider.
130. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date
 131. if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any abstract for
 132. this property in Seller's possession or control to Buyer or Buyer's designated title service provider. If property is
 133. Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.
134. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
 135. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
 136. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
 137. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
 138. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
 139. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
 140. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 141. directing all earnest money paid hereunder to be refunded to Buyer.
142. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all
 143. subdivision expenses and obtain all necessary governmental approvals. This provision deals with the necessity of
 144. subdividing land to complete the sale of the property described herein in contrast to the subdivision provision of lines
 145. 52-53 which deals with the future development plans of Buyer. Seller warrants the legal description of the real property
 146. to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a
 147. right of access to the property from a public right of way. These warranties shall survive the delivery of the deed or
 148. contract for deed.
149. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
 150. materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing.
151. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
 152. proceedings or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller
 153. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
 154. such notices received by Seller shall be provided to Buyer immediately.
155. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided
 156. by Seller or broker may be approximate. Some information may have been provided by third parties and information
 157. may be reliable but not guaranteed. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material,
 158. at Buyer's sole cost and expense.
159. **ACCESS:** Seller agrees to allow Buyer reasonable access to the property for performance of any surveys, inspections
 160. or tests or for water, sewer, gas or electrical service hookup as agreed to herein. Buyer shall restore the premises to
 161. the same condition it was in prior to the surveys, inspections or tests and pay for any restoration costs relative thereto.
162. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for
 163. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property
 164. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
 165. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
 166. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 167. directing all earnest money paid hereunder to be refunded to Buyer.

VACANT LAND PURCHASE AGREEMENT

168. Page 5 Date 29 June 2012

169. Property located at County Road D and Hazelwood Maplewood

170. TIME OF ESSENCE: Time is of the essence in this Purchase Agreement.

171. ENTIRE AGREEMENT: This Purchase Agreement, any attached exhibits and any addenda or amendments signed
172. by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or
173. oral agreements between Buyer and Seller. This Purchase Agreement can be modified or canceled only in writing
174. signed by Buyer and Seller or by operation of law. The parties agree the electronic signature of any party on any
175. document related to this transaction constitute valid, binding signatures. All monetary sums are deemed to be United
176. States currency for purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing
177. costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

178. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy
179. must be delivered.

180. CALCULATION OF DAYS: Any calculation of days begins on the first day (calendar or Business Days as specified)
181. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
182. ending at 11:59 P.M. on the last day.

183. BUSINESS DAYS: "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
184. stated elsewhere by the parties in writing.

185. DEFAULT: If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement
186. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or
187. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel the Purchase
188. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that the Purchase Agreement is
189. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute
190. 559.217, Subd. 4.

191. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
192. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
193. specific performance, such action must be commenced within six (6) months after such right of action arises.

194. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone
195. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
196. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
197. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

198. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender
199. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
200. obtained by contacting the local law enforcement offices in the community where the property is located
201. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
202. site at www.corr.state.mn.us.

203. SPECIAL DISCLOSURES: Seller discloses, to the best of Seller's knowledge, that the property described in this
204. Purchase Agreement consists of approximately 1.3 ACRES SQUARE FEET and is currently zoned
.....(Check one.).....

205. _____

206. Seller discloses, to the best of Seller's knowledge, that the property IS IS NOT in a designated flood plain
207. area.(Check one.).....

208. Seller discloses, to the best of Seller's knowledge, that the property DOES DOES NOT currently receive
209. preferential tax treatment (e.g. Green Acres).(Check one.).....

210. Seller certifies that any and all leases applicable to the property in effect as of the date of this Purchase Agreement
211. are terminable on or before the date of closing as specified in this Purchase Agreement.

VACANT LAND PURCHASE AGREEMENT

212. Page 6 Date 29 June 2012

213. Property located at County Road D and Hazelwood Maplewood

214 ENVIRONMENTAL CONCERNS: To the best of the Seller's knowledge there are no hazardous substances or
215. underground storage tanks, except where herein noted.

216. _____

217. _____

218. _____

219. PLEASE NOTE: Buyer may incur additional charges improving the property, including, but not limited to, hookup and/
220. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
221. access, curb cuts, utility connection and connecting fees; and tree planting charges.

222. SELLER CERTIFIES, TO THE BEST OF SELLER'S KNOWLEDGE, WHETHER ANY OF THE FOLLOWING
223. PRESENTLY EXIST WITHIN THE PROPERTY:

- 224. Connection to public water? [X] Yes [] No
225. Connection to public sewer? [X] Yes [] No
226. Connection to private water system off property? [] Yes [X] No
227. Connection to electric utility? [] Yes [X] No

228. (Check appropriate boxes.)
229. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
230. SUBSURFACE SEWAGE TREATMENT SYSTEM
231. SELLER CERTIFIES THAT SELLER [] DOES [X] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT
232. SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit,
233. see Subsurface Sewage Treatment System Disclosure Statement.)
234. PRIVATE WELL
235. SELLER CERTIFIES THAT SELLER [] DOES [X] DOES NOT KNOW OF A WELL ON OR SERVING THE
236. PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)
237. THIS PURCHASE AGREEMENT [] IS [X] IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM
238. AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)
239. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS
240. RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM
241. DISCLOSURE STATEMENT.

242. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
243. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS
244. PURCHASE AGREEMENT.
245. BUYER [] HAS [X] HAS NOT RECEIVED A VACANT LAND DISCLOSURE STATEMENT OR A SELLER'S
246. DISCLOSURE ALTERNATIVES FORM.
247. BUYER HAS RECEIVED INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
248. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM
249. ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.
250. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING THE
251. PROPERTY. BUYER RELIES SOLELY ON SELLER'S WRITTEN DISCLOSURE FORMS OR A WRITTEN REPORT
252. PREPARED BY AN INDEPENDENT THIRD-PARTY INSPECTOR THAT HAS BEEN PROVIDED TO BUYER.

VACANT LAND PURCHASE AGREEMENT

253. Page 7 Date 29 June 2012254. Property located at County Road D and Hazelwood Maplewood

255.	NOTICE	
256.	<u>Hugh Alan Kantrud</u> (Licensee)	is <input type="checkbox"/> Seller's Agent <input type="checkbox"/> Buyer's Agent <input checked="" type="checkbox"/> Dual Agent <input type="checkbox"/> Facilitator. <small>(Check one.)</small>
257.	<u>H. A. Kantrud, P.A.</u> (Real Estate Company Name)	
258.	<u>same</u> (Licensee)	is <input type="checkbox"/> Seller's Agent <input type="checkbox"/> Buyer's Agent <input checked="" type="checkbox"/> Dual Agent <input type="checkbox"/> Facilitator. <small>(Check one.)</small>
259.	<u>same</u> (Real Estate Company Name)	
260.	THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.	

261.	DUAL AGENCY REPRESENTATION	
262.	PLEASE CHECK <u>ONE</u> OF THE FOLLOWING SELECTIONS:	
263.	<input type="checkbox"/> Dual Agency representation DOES NOT apply in this transaction. <i>Do not complete lines 264-280.</i>	
264.	<input checked="" type="checkbox"/> Dual Agency representation DOES apply in this transaction. <i>Complete the disclosure in lines 265-280.</i>	
265.	Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a	
266.	dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because	
267.	the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for	
268.	either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).	
269.	Seller(s) and Buyer(s) acknowledge that	
270.	(1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will	
271.	remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other	
272.	information will be shared;	
273.	(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and	
274.	(3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of	
275.	the sale.	
276.	With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker	
277.	and its salesperson to act as dual agents in this transaction.	
278.	Seller <u>City of Maplewood</u>	Buyer <u>City of Maplewood, EDA</u>
279.	Seller _____	Buyer _____
280.	Date <u>29 June 2012</u>	Date <u>29 June 2012</u>

281. OTHER:

282. Buyer and Seller each acknowledge that the financing for this transaction shall be in the form of a promissory note
 283. provided by the Buyer, EDA, and the transfer is for the purposes of selling the parcel for development purposes.
 284. Upon successful marketing and sale of the parcel, the Seller shall collect \$585,000.00. If \$585,000.00 is not
 285. realized, the City shall accept whatever monies the sale generates and shall forgive the balance of the Note.
 286. _____
 287. _____

VACANT LAND PURCHASE AGREEMENT

288. Page 8 Date 29 June 2012

289. Property located at County Road D and Hazelwood Maplewood

290. ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.

291. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

292. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.

I agree to purchase the property for the price and on the terms and conditions set forth above.

294. I have reviewed all pages of this Purchase Agreement.

I have reviewed all pages of this Purchase Agreement.

296. I have reviewed all pages of this Purchase Agreement.

297. [] If checked, this Agreement is subject to attached Counteroffer Addendum.

299. X (Seller's Signature) (Date)

X (Buyer's Signature) (Date)

300. X City of Maplewood--Mayor Will Rossbach (Seller's Printed Name)

X City of Maplewood EDA (Chair Rossbach) (Buyer's Printed Name)

301. X n/a (Marital Status)

X n/a (Marital Status)

302. X (Seller's Signature) (Date)

X (Buyer's Signature) (Date)

303. X City of Maplewood--Manager James Antonen (Seller's Printed Name)

X (Buyer's Printed Name)

304. X n/a (Marital Status)

X (Marital Status)

305. FINAL ACCEPTANCE DATE: The date on which the fully executed Purchase Agreement is delivered.

306. 29 June 2012

307. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
308. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

309. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
310. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
311. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

312. SELLER(S) BUYER(S)

313. SELLER(S) BUYER(S)

MEMORANDUM

TO: James Antonen, Authority Director
FROM: Michael Martin, AICP Planner
Charles Ahl, Assistant City Manager
SUBJECT: **Highways 36 and 61 Improvements – Potential Land Purchase**
LOCATION: 2228 Maplewood Drive
DATE: June 28, 2012

INTRODUCTION

In 2013, construction will start on the Highways 36 and 61 public improvements. This public improvement project necessitates the city to work with individual land owners on potential impacts to individual parcels of land. One potential impact could result in the city purchasing a piece of property outright from an existing land owner.

DISCUSSION

One of the improvements planned during the construction project would be to realign the intersection at County Road B and the Frontage Road at Highway 61. Because of this realignment, it may be necessary for the city to purchase the property located at 2228 Maplewood Drive. This property is currently operated as a fuel station. Staff is requesting the Maplewood Area Economic Development Authority (Authority) authorize the director or his staff designee to negotiate a potential purchase of the property. If a potential sale is agreed upon, the land would be reconfigured due to the realigned intersection and ultimately transferred to the Authority to market for sale for economic development purposes. This would be a similar situation as to what is occurring at Hazelwood Street and County Road D East.

RECOMMENDATION

Authorize the Authority's director or his designee to negotiate a potential land purchase with the property owner of 2228 Maplewood Drive.

P:\EDA\Agenda Reports\2012\070912\EDA_RogerLogan Parcel_070912

1. Ramsey County Parcel Information
2. Site Plan of Proposed County Road B and Highway 61 Improvements



Ramsey County
Parcel Polygons Information Report

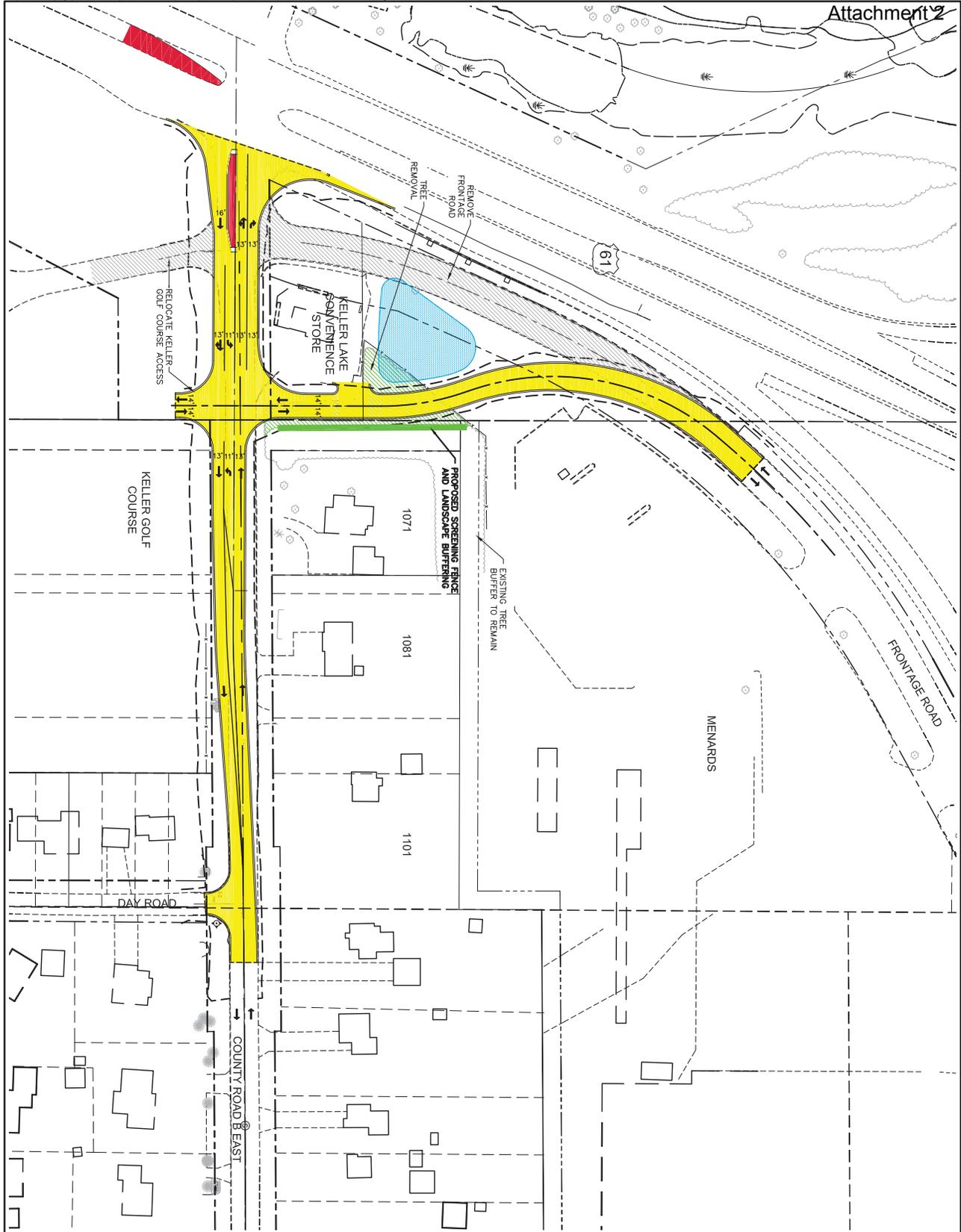
Parcel ID: 092922340002
 Street Number: 2228
 Street: MAPLEWOOD DR N
 City: MAPLEWOOD
 Owner Name 1: ROGERS AND NAOMI INC

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

Ramsey County Property (RRINFO) Search

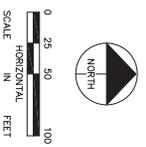
Parcel ID 092922340002
Street Number 2228
Unit
Street MAPLEWOOD DR N
City MAPLEWOOD
ZIP 55109-2558
Owner Name 1 ROGERS AND NAOMI INC
Owner Name 2
Owner Street Address 2514 Adele St
Owner City/State/Zip Maplewood MN 55109-1971
Homesteader Name 1
Homesteader Name 2
Homesteader Street Address
Homesteader City/State/Zip -
Deeded Acres 0.3
Deeded Area (sq.ft.) 13068
Approximate Lot Frontage (ft) 0
Tax Description SECTION 9 TOWN 29 RANGE 22 S 100 FT OF PART OF SE 1/4 OF SW 1/4 ELY OF STH 61/1 AND N OF CO RD B IN SEC 9 TN 29 RN 22
Plat Name SECTION 9 TOWN 29 RANGE 22
Date Plat Recorded
Abstract ID
Torrens ID
County Land Use Code (CAMA) CONVENIENCE STORE
County Land Use Code (PR&R) COMMERCIAL
Market Value Land 2011 91500
Market Value Bldg 2011 246900
Market Value Total 2011 338400
Total Tax Payable 2011 11370
Market Value Land 2010 91500
Market Value Bldg 2010 246900
Market Value Total 2010 338400
Total Tax Payable 2010 10572
Market Value Land 2009 91500
Market Value Bldg 2009 246900
Market Value Total 2009 338400
Total Tax Payable 2009 10100
Date of Last Sale Wed, 5 Oct 2005 00:00:00
Sale Price 345000
Homestead Description
Number of Residential Units 0
Year Built 1926
Total Residential Living Area 0
Residence Exterior
Residence Style
Residence Number of Stories 0
Residence Number of Rooms 0
Residence Number of Bedrooms 0
Commercial Structure Type CONVENIENCE FOOD MKT
Topography LEVEL
Utilities ALL PUBLIC
School District NORTH ST. PAUL/MAPLEWOOD/OAKDALE SC
Watershed District METRO WATERSHED

[Search by Parcel ID](#)



City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division

- LEGEND**
- PROPOSED ROADWAY
 - PROPOSED RAISED MEDIAN
 - PROPOSED TREE REMOVAL
 - PROPOSED ROADWAY REMOVAL
 - PROPOSED INFILTRATION BASIN



Kinley-Horn and Associates, Inc.
 2740 UNIVERSITY AVE. SUITE 2200
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 444-4197
 FAX NO. (651) 444-5116

TH 61/COUNTY ROAD B IMPROVEMENTS
 HIGHWAY 36/ENGLISH STREET INTERCHANGE IMPROVEMENTS
 CITY PROJECT 09-08
 EXHIBIT 3

MEMORANDUM

TO: James Antonen, Authority Director
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: **BEDC Update**
DATE: June 27, 2012

INTRODUCTION

In March 2010, the city's business and economic development commission (BEDC) was established and began meeting. Annually the BEDC submits a report of its actions from the previous year to the city council. Staff wanted to update the Maplewood Area Economic Development Authority (Authority) on the BEDC's more recent work.

DISCUSSION

Earlier this year the city contracted with Janna King, an economic development specialist and consultant who has worked in many communities in Minnesota. The purpose of working with Ms. King was to give staff and the BEDC an opportunity to develop guiding principles behind economic redevelopment projects and the development of a business retention program. Redevelopment and business retention are seen as key initiatives in achieving the city council's goal of prioritizing economic development.

As of the writing of this report, Ms. King attended her first BEDC meeting in May. Ms. King's contract calls for her to attend three more BEDC meetings and an upcoming Authority meeting. At these meetings principles and guidelines are being established to assist the city as it becomes more active in economic development issues. The result of this effort will be a work plan that will be recommended by the BEDC and approved by the Authority.

In addition to the public meeting schedule, Ms. King has been working with staff on how it identifies and develops economic development opportunities. Staff and Ms. King went on an extensive tour of Maplewood including the primary economic development areas of Gladstone, Highway 36 and English Street and the medical corridor which is anchored by St. John's Hospital. Other areas of potential economic development such as Hillcrest and the commercial nodes along Century Avenue and McKnight Road, south of Larpentuer Avenue were also visited. These visits are beneficial in that they help Ms. King understand the complexities Maplewood has when it comes to economic development. Ms. King will continue to facilitate meetings throughout the summer with the work anticipated to wrap up in the fall.

In addition to the consultant work described above, since its inception the BEDC has reviewed and provided recommendations on multiple tax-increment finance applications and applicable ordinance amendments. Staff will continue to route issues and applications to the BEDC for review when warranted. Also at each meeting, staff provides the BEDC with a review of all current development projects under consideration.

RECOMMENDATION

No action required.