

Attachment A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“**Purchase Agreement**”) is entered into this ____ day of _____, 2022 (“**Effective Date**”) by and between the City of Maple Grove, a Minnesota municipal corporation (“**Seller**”) and Lynde & McLeod, Inc., a Minnesota corporation (“**Buyer**”).

WHEREAS, the Seller is or will be by Closing (defined below) the owner of certain property located in the City of Maple Grove, County of Hennepin and legally described on attached Exhibit A (“**Property**”); and

WHEREAS, the Buyer and Seller desire to enter into this Purchase Agreement for the sale of the Property from Seller to Buyer.

NOW, THEREFORE, the Buyer and Seller agree as follows:

1. **SALE OF PROPERTY.** Buyer agrees to buy from Seller and Seller agrees to sell to Buyer the Property, subject to the terms and conditions herein. It is understood and acknowledged by the parties that, as of the Effective Date, the Minnesota Department of Transportation (“**MnDOT**”) is the fee title owner of the Property. Prior to Closing, MnDOT will be conveying fee title to the Property to Buyer free and clear of all encumbrances, except the Permitted Exceptions (defined below). The parties agree that the Closing and the conveyance of the Property to Buyer is contingent upon the Property being conveyed from MnDOT to Seller. If said conveyance from MnDOT does not occur by the Closing Date (defined below) or any extension thereof, then the parties agree to execute an agreement terminating this Purchase Agreement.
2. **PURCHASE PRICE.** The price for the Property shall be Five Hundred Forty Thousand Two Hundred Fifty and No/100 Dollars (\$540,250.00)(“**Purchase Price**”) to be paid by Buyer in cash or otherwise immediately available funds at Closing.
3. **REAL ESTATE TAXES AND ASSESSMENTS.** At Closing, the real estate taxes which are due for the year of Closing shall be pro-rated between Buyer and Seller, based upon the Closing date. Any and all outstanding special assessments shall be paid by Seller at Closing. All real estate taxes and installments of special assessment due after the date of Closing shall be the responsibility of the Buyer. As of the Effective Date, there are no pending or levied special assessments or real estate taxes due and owing on the Property.
4. **SURVEY AND TITLE EXAMINATION.**
 - A. **Title Commitment.** Within five (5) business days following the Effective Date, Buyer shall order a title commitment for an Owner’s Policy of Title Insurance (“**Title Commitment**”) from a title company of Buyer’s choosing (“**Title Company**”). The cost of the Title Commitment shall be paid by Seller at Closing and the cost of any title insurance, if purchased by Buyer, shall be paid by Buyer.
 - B. **Survey; Platting.** Within Ten (10) business days following the receipt of the Title Commitment, the Buyer may order an ALTA survey for the Property (the “**Survey**”). Certification of the Survey shall also include the Seller. The cost of the Survey shall be the sole cost of the Buyer.

- C. **Buyer's Title Objections**: Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer shall provide Seller with written notice of any objections to matters disclosed on the Title Commitment ("**Title Objections**"). If Buyer has ordered a Survey within the timeframe described in Section 4.B. above, then the Title Objections shall be required from Buyer Twenty (20) days following Buyer's receipt of the Title Commitment and Survey. The Twenty (20) day period for Seller to provide Title Objections shall hereinafter be referred to as "**Title Review Period**". Any items noted on the Title Commitment or Survey to which Buyer does not provide the Title Objections during the Time Review Period will be deemed to be Permitted Exceptions (as defined in Section 7.B.). If Buyer provides Title Objections within the Title Review Period, then within ten (10) business days ("**Seller's Title Response Period**") Seller may notify Buyer in writing ("**Seller's Title Response Notice**") of the Title Objections which Seller agrees to satisfy on or prior to the Closing, at Seller's sole cost and expense, and of the Objections that Seller cannot or will not satisfy (If Seller does not provide a Seller's Title Response Notice then it shall be recognized and agreed that Seller will not satisfy the Title Objections). Notwithstanding the foregoing sentence, Seller will, in any event, be obligated to cure those Title Objections (i) that are monetary liens against the Property or (ii) are other encumbrances that have been voluntarily placed against the Property by Seller after the Title Objections are provided and that will not otherwise be satisfied on or before the Closing ((i) and (ii) collectively, the "**Required Removal Items**"). If Seller will not cure the Title Objections to Buyer's satisfaction, Buyer has Ten (10) business days following, the earlier of (i) receipt of the Seller's Title Response Notice or (ii) Ten (10) days after the Seller's Title Response Period if no Seller's Title Response Notice is provided to either (x) terminate this Agreement by giving written notice of termination to Seller and this Agreement will be terminated without any obligations surviving hereunder, except those expressly stated to survive early termination or (y) elect to close, in which case Buyer will be deemed to have waived such Title Objections and such Title Objections will become Permitted Exceptions.
5. **DUE DILIGENCE PERIOD**. For a period of sixty (60) days following the Effective Date, ("**Due Diligence Period**"), Buyer shall have the right to enter upon the Property from time to time and, at Buyer's sole cost, expense, and risk, to examine and inspect the same. Buyer shall be allowed to invite consultants, engineers, and inspectors on to the Property and to conduct tests and examinations with regard to the Property. Buyer shall promptly restore the Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by Buyer. In the event that it does not, the Buyer shall pay to the Seller, upon ten (10) days notice to the Buyer, the cost to return the Property to its original condition. Buyer shall indemnify, defend, and hold Seller, its elected officials, officers, employees, consultants and agents harmless from and against any and all costs, liabilities, claims, liens encumbrances or causes of actions arising out of Buyer's actions on the Property. This indemnification shall survive the Closing or the termination of this Purchase Agreement. Buyer shall have before the expiration of the Due Diligence Period to provide written reasonable objections to Seller regarding the physical and/or environmental condition of the Property ("**Condition Objection Notice**"). In the event that Buyer does not make a timely

Condition Objection Notice, Buyer shall be deemed to have waived its right to object to the physical and environmental condition of the Property. In the event that Buyer provides a timely Condition Objection Notice, Buyer and Seller shall reasonably cooperate with each other for a period of ten (10) business days to agree on any repairs or remediation efforts that have been requested by Buyer. If Buyer and Seller cannot agree on such repairs or remediation efforts during this time period, Buyer shall have the right to terminate the Purchase Agreement without penalty.

6. **REPRESENTATIONS OF SELLER.** Seller makes the following representations and warranties to Buyer:
- A. **Pending Proceedings.** To the best of Seller's knowledge, there is no litigation, suit, arbitration, mediation, proceeding, claim or investigation (including, without limitation, environmental) pending or, to the best of Seller's knowledge, threatened against Seller or relating to any aspect of the Property which might create or result in a lien on, or otherwise have a material adverse impact on, the Property or any part thereof or interest therein.
 - B. **Authority.** Seller has full power and authority to enter into this Purchase Agreement and incur and perform its obligations hereunder.
 - C. **Non-Foreign Status.** Seller is not a "foreign person" within the meaning of Paragraph 1445(f)(3) of the Internal Revenue Code of 1986, as amended.
 - D. **Other Documents.** Neither the execution nor delivery of this Purchase Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document of which Seller is a party or by which the Property is bound.
 - E. **Special Assessments.** Seller has not received any notice from any governmental authority as to pending or proposed special assessments.
 - F. **Well; Septic.** Seller represents that all wells and the septic systems, if any exist, that are located on the Property comply with all applicable laws and regulations. Seller agrees to provide any and all certifications which may be necessary as part of the Closing process.
 - G. **Unpaid Labor and Materials.** Seller represents and warrants that Seller is not indebted for labor or material that might give rise to the filing of notice of mechanic's lien against the Property.
 - H. **Outstanding Property Agreements.** Seller represents that at the time of Closing, there will be no outstanding property agreements (lawn maintenance, snow removal, etc.) affecting the Property.

Each of the foregoing representations shall be deemed remade as of the Closing date (with such changes thereto as Seller shall notify Buyer as of the Closing) and, as so remade, shall survive the Closing, delivery of the Deed and other documents contemplated hereby, and any investigation by or on behalf of either party; provided that such representations shall lapse unless suit is brought with respect thereto within Six (6) months after the Closing Date.

No Side Agreements or Representations. Buyer acknowledges that except as specifically provided in this Purchase Agreement, no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition, or other status of the Property except as may be expressly set forth in a writing signed by the parties. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained in this Purchase Agreement or in another writing executed by the parties will be valid or binding on Seller.

AS-IS CONDITION. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C. F. R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE MATERIALS OR

PRELIMINARY REPORT REGARDING TITLE; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORING; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING IT, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AND AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BE EXPRESSLY STATED HEREIN. BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, BUYER IS RELYING SOLELY UPON BUYER'S OWN INVESTIGATIONS.

7. **CLOSING.**

- A. **Timing.** Buyer and Seller acknowledge that the transfer of title to the Property ("**Closing**") shall occur no later than August 4, 2022 ("**Closing Date**") at a location that is reasonably acceptable to both Buyer and Seller; provided, however, if MnDOT has not conveyed the Property to Seller as provided for in Section 1 above, then either party may extend the Closing Date by 180 days.

- B. **Deed.** At Closing, Seller shall deliver a Quit Claim Deed (“**Deed**”), which Deed shall be free and clear of all liens, restrictions, and encumbrances except for:
1. Local, State and Federal rules and regulations;
 2. The lien of any real estate taxes and assessments which Buyer has agreed to pay herein;
 3. Reservation of any minerals or mineral rights to the State of Minnesota, if any;
 4. Easements and restrictions of record; and
 5. Those exceptions listed in the Title Commitment and shown on the Survey not objected to or waived by Buyer pursuant to Section 4 above.

The above exceptions shall be referred to as “**Permitted Exceptions**”.

- C. **Miscellaneous Closing Documents.** Buyer and Seller shall each execute any and all other documents reasonably requested by the other party, or the Title Company to complete the transfer of title from Seller to Buyer pursuant to this Purchase Agreement.
- D. **Closing Costs.** Buyer and Seller agree to share equally the closing fee charged by the Title Company for its services. Pursuant to Section 4, Seller shall be responsible for the cost of the Title Commitment. Buyer shall be responsible for the cost of the Owner’s policy of title insurance should Buyer choose to purchase title insurance. Buyer shall be responsible for paying for any recording fees which are payable to the county for the recording of the deed. Notwithstanding the foregoing, Seller shall be responsible for paying the State deed tax costs and conservation fee payable for the deed which results from the transfer of the Property.

8. **DEFAULT AND REMEDIES.**

- A. **Default by Seller.** If Seller defaults on any term or provision of this Purchase Agreement, Buyer shall notify Seller, in writing, of such default and Seller shall have ten (10) business days to cure such default. In the event that Seller does not cure its default within such time period, Buyer’s remedies shall be specifically limited to the right to (a) terminate this Purchase Agreement without penalty, (b) waive any default and proceed to Closing, or (c) seek specific performance.

Default by Buyer. If Buyer defaults on any term or provision of this Purchase Agreement, Seller shall notify Buyer, in writing, of such default and Buyer shall have ten (10) business days to cure such default. In the event that Buyer’s default is not cured within such period, Seller shall have the right to terminate this Purchase Agreement. Nevertheless, if Buyer fails to complete the purchase of the Property by the date of Closing by reason of any default of Buyer, Seller shall be immediately

released from its obligation to sell the Property to Buyer and the Purchase Agreement may be terminated by the Seller.

9. **NOTICE.** Any notice under this Purchase Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the following addresses

Seller: City of Maple Grove
Attn: City Engineer
12800 Arbor Lakes Parkway
Maple Grove, MN 55369

With copy to:

Hoff Barry, P.A.
Attn: Scott Landsman
100 Prairie Center Drive, Suite 200
Eden Prairie, MN 55344

Buyer: Lynde & McLeod, Inc.
9293 Pineview Lane
Maple Grove MN 55369

10. **GENERAL PROVISIONS.**

- A. **Governing Law.** This Purchase Agreement shall be governed by the laws of the State of Minnesota.
- B. **Entire Agreement.** This Purchase Agreement constitutes the entire understanding between the parties with regard to the purchase of the Property by the Buyer. It may be amended or modified only in a writing signed by Seller and Buyer. This Purchase Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties.
- C. **Waivers.** Neither the extension of time or payment of any sum of money to be paid hereunder nor any waiver by Seller of its right to declare this Purchase Agreement forfeited by reasons of any breach hereof, shall in any manner affect the right of Seller to terminate this Purchase Agreement because of a subsequent default. No extension of time or waiver shall be effective unless given in writing signed by Seller.
- D. **Additional Documents.** After the Closing, each of the parties, without further consideration, agrees to execute such additional documents as may reasonably be necessary to carry out the purposes and intent of this Purchase Agreement and to fulfill the obligations of the respective parties hereunder.

- E. **Commissions.** Seller hereby warrants to Buyer and Buyer hereby warrants to Seller that no broker, agent or finder has been retained by either party and that no broker's commissions, finder's fees or like charges have been incurred in connection with this transaction. Each party hereby indemnifies and agrees to hold harmless the other from and against all losses, damages, costs, expenses (including reasonable fees and expenses of attorneys), causes of action, suits or judgments of any nature arising out of any claim, demand, or liability to or asserted by any broker, agent or finder, other than herein specified, claiming to have acted on behalf of the indemnifying party in connection with this transaction.
- F. **Headings.** The headings in this Purchase Agreement are inserted for convenience only and shall not constitute a part hereof.
- G. **Assignments.** Except the right of Buyer to assign its interest in this Purchase Agreement to an affiliated entity or entities who will take title to the Property at Closing, Buyer may not assign its rights and interests in this Purchase Agreement without the prior written consent from Seller, provided that any such assignment shall not relieve Buyer of any obligation under this Purchase Agreement. This Purchase Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- H. **Time.** Time shall be of the essence hereof.
- I. **Counterparts.** This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

*[Remainder of Page Left Intentionally Blank.
Signature Page to Follow.]*

IN WITNESS WHEREOF, the Seller and Buyer have executed this Purchase Agreement as of the Effective Date.

SELLER:

City of Maple Grove

By: _____

Name: Mark Steffenson

Its: Mayor

By: _____

Name: Amy Dietl

Its: City Clerk

BUYER:

Lynde & McLeod, Inc.

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT "A"

July 28, 2021
2017-0070-2771

DESCRIPTION FOR CONVEYANCE

Parcel 43 C.S. 2771 (610=333) 904

All of Tract 1 described below:

Tract 1. That part of Tract D, RLS No. 1775, according to the plat thereof on file and of record in the files of the Registrar of Titles in and for Hennepin County, Minnesota, described as follows: Beginning at Right of Way Boundary Corner B21805 as shown on Minnesota Department of Transportation Right of Way Plat No. 27-218 as the same is on file and of record in the office of the County Recorder in and for said County; thence southerly on an azimuth of 182 degrees 24 minutes 47 seconds along the boundary of said plat for 101.72 feet to Right of Way Boundary Corner B21806; thence on an azimuth of 117 degrees 06 minutes 50 seconds along the boundary of said plat for 230.33 feet to Right of Way Boundary Corner B21807; thence on an azimuth of 179 degrees 59 minutes 34 seconds along the boundary of said plat for 295.00 feet to Right of Way Boundary Corner B21808; thence continue on an azimuth of 179 degrees 59 minutes 34 seconds for 36.85 feet; thence on an azimuth of 112 degrees 28 minutes 54 seconds for 309.40 feet; thence on an azimuth of 94 degrees 49 minutes 43 seconds for 234.93 feet; thence on an azimuth of 89 degrees 59 minutes 34 seconds for 179.76 feet; thence on an azimuth of 01 degree 13 minutes 26 seconds for 112.18 feet to Right of Way Boundary Corner B21809 as shown on said Plat No. 27-218; thence northwesterly for 132.26 feet on a non-tangential curve, concave to the northeast, having a radius of 855.75 feet, a delta angle of 08 degrees 51 minutes 19 seconds and a chord azimuth of 299 degrees 39 minutes 47 seconds; thence on an azimuth of 302 degrees 09 minutes 49 seconds for 295.62 feet; thence on an azimuth of 307 degrees 16 minutes 18 seconds for 266.79 feet; thence deflect to the left on a tangential curve, having a radius of 647.95 feet and a delta angle of 09 degrees 46 minutes 38 seconds for 110.57 feet; thence on an azimuth of 297 degrees 29 minutes 38 seconds for 261.85 feet to the point of beginning; the title thereto being registered as evidenced by Certificate of Title No. 1403276;

