

Attachment A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“*Purchase Agreement*”) is entered into this ____ day of _____, 2022 (“*Effective Date*”), by and among the City of Maple Grove, a Minnesota municipal corporation, (“*Buyer*”) and Donald Peterson and Leanne Peterson, individuals married to each other (“*Seller*”; Buyer and Seller sometimes individually “*Party*” and collectively “*Parties*”).

WHEREAS, the Seller is the owner of certain property located in the City of Maple Grove, County of Hennepin legally described on attached Exhibit A (the “*Seller Land*”); and

WHEREAS, the Buyer desires to purchase from Seller and Seller desires to sell to Buyer that portion of the Seller Land legally described on attached Exhibit B (the “*Property*”).

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

1. **SALE OF PROPERTY.** Buyer agrees to buy and Seller agrees to sell the Property, subject to the terms and conditions herein.
2. **PURCHASE PRICE.** The price for the Property shall be Thirty-Two Thousand One Hundred Sixty-Four and 16/100 Dollars (\$32,164.16) (“*Purchase Price*”), adjusted as provided for herein, to be paid at the Closing (defined below) in immediately available funds by delivering said amount to a bank account of the Title Company.

REAL ESTATE TAXES AND ASSESSMENTS. At Closing, if the conveyance is via a Deed (defined below): (i) the real estate taxes which are due on the Property for the year of Closing shall be pro-rated between Buyer and Seller as to the Closing Date and the Buyer shall be responsible for real estate taxes due on the Property after the Closing Date; (ii) any and all outstanding special assessments on the Property shall be paid by Seller at Closing; and (iii) all installments of special assessment due on the Property after the date of Closing shall be the responsibility of the Buyer; and (iv) the Seller shall, at all times, be responsible for all real estate taxes and special assessment against that portion of the Seller Land that is not the Property. The Buyer, as a governmental entity, will not make any special assessment pending or levied against the Property prior to and up to the Closing Date. As of the Effective Date, there are no pending or levied special assessments or real estate taxes due and owing on the Property. The Seller shall, at all times, be responsible for all real estate taxes and special assessment against that portion of the Seller Land that is not the Property. If the conveyance is via Easement (defined below) there will be no proration of taxes and Seller shall remain responsible for all taxes and special assessments on the Seller Land.

3. **SURVEY AND TITLE EXAMINATION.**

A. **Title Commitment.** Within a reasonable time period after the Effective Date, Buyer shall order a title commitment for an Owner’s Policy of Title Insurance (“*Title Commitment*”) from Land Title, Inc., 2200 W. County Road C, Suite 2205, Roseville, Minnesota 55113 (“*Title Company*”). The cost of the Title Commitment

shall be paid by Buyer at Closing but the cost of any title insurance, if purchased by Buyer, shall be paid by Buyer.

- B. **Survey.** Within a reasonable time period following the receipt of the Title Commitment, the Buyer may order an ALTA survey for the Property (the “*Survey*”). The cost of the Survey shall be paid by 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 and/or the Survey (“*Title Objections*”). If Buyer has ordered a Survey within the timeframe described in Section 3.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 6.B.). If Buyer provides a Title Objections within the Title Review Period, then within five (5) 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 any other provisions of this Purchase Agreement, 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 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 Twenty (20) business days following, the earlier of, receipt of the Seller’s Title Response Notice or Twenty (20) days after the Seller’s Title Response Period if no Seller’s Title Response Notice is provided to either terminate this Agreement by giving written notice of termination to Seller, whereupon this Agreement will be terminated without any obligations surviving hereunder, except those expressly stated to survive early termination or elect to close, in which case Buyer will be deemed to have waived such Title Objections and such Title Objections will become Permitted Exceptions.
4. **Due Diligence Period.** For a period of ninety (90) days following the Effective Date, (“*Due Diligence Period*”), Buyer shall have the right to perform its due diligence with respect to the Property, including, but not limited to, Buyer’s determination in Buyer’s sole reasonable discretion, that the condition of the Property is acceptable to Buyer. For

purposes hereof, the “*condition of the Property*” shall include the environmental condition of the Property and the soil conditions on the Property.

1. Review zoning and code compliance issues at the Property.
2. Determine that all other aspects of the Property are satisfactory to Buyer in all respects.

During the Due Diligence Period, Buyer may 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. Buyer shall indemnify, defend and hold Seller and Seller’s 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.

Seller agrees, within ten (10) business days of the request by Buyer and during the Due Diligence Period, to provide Buyer with access to, and copies of, all records in Seller’s possession and control related to the Property, including, but not limited to, any environmental, geotechnical, and/or any civil engineering reports.

Buyer shall have the right, before the expiration of the Due Diligence Period, to provide written 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, prior to the end of the Due Diligence Period, without penalty, or to waive said objections and proceed to Closing. Nevertheless, Buyer may end the Due Diligence Period early and proceed to Closing by providing a Notice to the Seller.

5. **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 agrees to provide any and all documentation related to any wells and septic systems on the Property 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. **Environmental.** As to environmental matters, Seller represents and warrants:
 - (1) Seller has received no citation, directive, inquiry, notice, order, summons, warning, or other communication that relates to Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any liability with respect to the environmental condition of the Property.
 - (2) Seller has received no notice of or otherwise has no actual knowledge of any claims, encumbrances, or other restrictions of any nature arising under or pursuant to any Environmental Laws with respect to or affecting the Property.
 - (3) There are no Hazardous Materials present on or in the Property, including any Hazardous Materials contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Property.

- (4) There has been no Release of Hazardous Materials at or from the Property or any adjoining property, whether by Seller or any other person.
- (5) For purposes of Section, the following terms shall mean:
- (a) “**Environmental Laws**” means all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders or decrees of the United States, the states, the counties, the cities, or any other political subdivision in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Property or the use of the Property, relating to pollution, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste Hazardous Materials into the environment, including without limitation, ambient air, surface water, ground water or land or soil.
- (b) “**Hazardous Materials**” means (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“**CERCLA**”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“**SARA**”), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“**RCRA**”), and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), and in the regulations promulgated pursuant to said laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto), (iii) any material waste or substance which is (A) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317) or (B) radioactive materials, (iv) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste” in the Hazardous Waste Management Act of 1978; (v) those substances identified as hazardous or toxic by the Minnesota Pollution Control Agency (“**MPCA**”); and (vi) asbestos and asbestos containing materials in any form, whether friable or non-friable, polychlorinated biphenyls, radon gas; any of which substances described in clauses (i) through (vi) above is present in such quantities as to require reporting,

investigation or remediation under any applicable Environmental Laws, causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property, or which, if it emanated or migrated from the Property could constitute trespass.

- (c) “**Release**” means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Materials on or into the environment or into or out of any property.

- I. **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.

6. **CLOSING.**

- A. **Timing.** Buyer and Seller acknowledge that the transfer of title to the Property (“**Closing**”) shall occur on a date determined by the Buyer and reasonably acceptable to the Seller, which date shall not be more than 30 days after the end of the Due Diligence Period (“**Closing Date**”).
- B. **Deed; Easement.** At Closing, Seller shall deliver to Buyer a Warranty Deed (“**Deed**”), which Deed shall convey marketable title being free and clear of all liens, restrictions and encumbrances except for:
1. Local, State and Federal rules and regulations;
 2. Reservation of any minerals or mineral rights to the State of Minnesota, if any;
 3. Easements and restrictions of record; and
 4. Those exceptions listed in the Title Commitment and shown on the Survey not objected to or waived by Buyer pursuant to Section 5 above.

The above exceptions shall be referred to as “**Permitted Exceptions**”. At the option of the Buyer, the Deed may be replaced, by Closing, with an easement for right-of-

way purposes over, under, and across the Seller Land that is in a form acceptable to the Buyer (“*Easement*”).

C. **Closing Documents and Items.**

1. Seller shall provide the following closing documents at Closing (“*Seller Closing Documents*”):

- a) Deed or Easement.
- b) Standard form Seller’s Affidavit.
- c) Closing Statement.
- d) Waiver of Relocation Benefits, if required by Buyer (see Section 9.B).
- e) Any other documents as reasonably required by the Buyer or the Title Company to effectuate the intent of this Agreement.

2. Buyer shall provide the following closing documents at Closing (“*Buyer Closing Documents*”; Seller Closing Documents and Buyer Closing Documents collectively “*Closing Documents*”):

- a) Purchase Price adjusted as provided for herein, to be paid by Buyer in cash or otherwise immediately available funds.
- b) Closing Statement.
- c) Any other documents as reasonably required by the Seller or the Title Company to effectuate the intent of this Agreement.

D. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date.

E. **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.

F. **Closing Costs.** Buyer shall be responsible and pay for all closing fees charged by the Title Company for its services. Pursuant to Section 4, Buyer 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 and the Survey costs should Buyer choose to obtain a Survey. Buyer

shall be responsible for paying for any recording fees which are payable to the county for the recording of the deed, paying the State deed tax costs and conservation fee payable for the deed which results from the transfer of the Property. Buyer shall be responsible for all other fees and costs.

7. **DEFAULT AND REMEDIES.**

- A. **Default by Seller.** If Seller defaults on any term or provision of this Purchase Agreement prior to Closing, Buyer shall notify Seller, in writing, of such default and Seller shall have thirty (30) 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, (b) waive any default and proceed to Closing, or (c) seek specific performance. The above remedies are in addition to any other remedies expressly provided for herein and available by law. Any legal action for a default herein is conditioned on such action being commenced within two (2) years of the Closing Date.

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 thirty (30) 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. Seller hereby waives all other remedies against the Buyer which Seller might otherwise have in law or equity by reason of such default by Buyer, except those directly related to Seller's entry on the Property under the Due Diligence Period. The above remedies are in addition to any other remedies expressly provided for herein and available by law. Any legal action for a default herein is conditioned on such action being commenced within two (2) years of the Closing Date.

8. **NOTICE.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a "*Notice*") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested). Notices must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

Buyer: City of Maple Grove
Attn: City Clerk
12800 Arbor Lakes Parkway
Maple Grove, MN 55369

With copies to:

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

Seller: _____

9. **GENERAL PROVISIONS.**

- A. **Governing Law.** This Purchase Agreement shall be governed by the laws of the State of Minnesota.
- B. **Relocation Benefits.** Seller knows and understands that certain relocation benefits may be available from the Buyer, and Seller cannot be required to convey real property to Buyer unless given the relocation assistance required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act U.S.C. §4621, *et seq.*, if any, and hereby acknowledges that Seller voluntarily enters into this Purchase Agreement, for and in consideration of real property and monies exchanged herein, as full and just compensation, and to waive its right to otherwise have said Property appraised, and furthermore releases Buyer from all claims for relocation benefits pursuant to Minn. Stat. §117.50, *et seq.*, and U.S.C. §4621, *et seq.* Nonetheless, at Buyer’s option, Seller shall execute a “Waiver of Relocation Benefits” at Closing in a form which meets the requirements of Minn. Stat. §117.521(b).
- C. **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.
- D. **Survival of Representations and Warranties.** Except otherwise expressly provided for herein, all of the representations, warranties, covenants and agreements of the parties hereto contained in this Purchase Agreement shall survive the Closing of the transaction contemplated herein and the delivery of any documents provided for

herein for a period of one (1) year and shall not be merged into easements, deeds or any other agreement.

- E. **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.
- F. **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.
- G. **Commissions.** Seller and Buyer shall be responsible for its own fees incurred and commissions due relating to brokers, agents or finders or like charges 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.
- H. **Headings.** The headings in this Purchase Agreement are inserted for convenience only and shall not constitute a part hereof.
- I. **Time.** Time shall be of the essence hereof.
- J. **Counterparts.** This 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.

BUYER:

City of Maple Grove

By: _____

Name: Mark Steffenson

Its: Mayor

By: _____

Name: Amy Dietl

Its: City Clerk

SELLER:

Donald and Leanne Peterson

By: _____

Name: Donald Peterson

By: _____

Name: Leanne Peterson

EXHIBIT A

Seller Land

The East half of the Northeast Quarter of the Southeast Quarter of Section 5, Township 119, Range 22, Hennepin County, Minnesota

15967 105th Ave. N., Maple Grove, MN

PID No. 05-119-22-41-0001

EXHIBIT B

Property

The South 14.00 feet of the North 47.00 feet of the East half of the Northeast Quarter of the Southeast Quarter of Section 05, Township 119, Range 22, Hennepin County, Minnesota