

REQUEST FOR COUNCIL ACTION

Date: May 23, 2016
Item No.: 14.b

Department Approval



City Manager Approval



Item Description: Receive Update on Marion St. Park Proposal and Southeast Roseville Visioning

BACKGROUND

Policy Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

The purpose of this discussion is to receive an update on the 1716 Marion St. Park proposal and to discuss current efforts with Southeast Roseville visioning.

1716 Marion St. Update and Next Steps

On January 25, the City Council adopted a resolution authorizing staff to apply for Community Development Block Grant (CDBG) funding and to support the Marion St. Park Collaborative with their application for a \$50,000 U.S. Bank grant (through U. S. Bank's "Places to Play" Initiative). The funding sought was to acquire 1716 Marion Street and to develop it as a public park and play space.

The negotiated price for the sale of the property was \$68,000, with a total cost to develop the site into a park (including financing costs, site work, and amenities) estimated to be \$215,700. The City was awarded \$117,400 of CDBG funds (Attachment A), however, it was announced at the beginning of May that the Marion St. Park Collaborative did not receive the \$50,000 U.S. Bank grant. Without the \$50,000 from U.S. Bank, staff estimates that the City's share will be roughly \$98,000 for site acquisition, development, and maintenance. See Attachment B for the memo previously provided by Parks & Recreation Director Lonnie Brokke detailing the costs to develop the site. An updated summary of sources and uses can be found as Attachment C.

Staff is seeking direction as to whether to move ahead with satisfying the terms of the purchase agreement as outlined below:

Purchase Agreement Contingencies (Attachment D)

- The City must pay the Seller \$500.00 by June 1 (June 2 for receipt of payment) to satisfy the Financial Contingency Date.
- The City must satisfy all other contingencies by August 1.
- Closing date is scheduled for August 12.

35 Southeast Roseville Visioning Update

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37 On April 11, the City Council received a presentation by staff regarding visioning and redevelopment
38 opportunities in Southeast Roseville. The discussion confirmed that reinvestment/
39 redevelopment/visioning efforts should be concentrated along the development swells of the Rice and
40 Larpenteur corridor. The City Council also recognized the importance of having all impacted
41 jurisdictions – including St. Paul, Maplewood, and Ramsey County – at the table to provide
42 collaborative leadership in this area.

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44 The April 11 discussion served two purposes. The first purpose was to receive direction from the City
45 Council regarding the level of interest to acquire available sites for redevelopment. A closed session
46 discussion is currently scheduled to review appraisal information at the next Economic Development
47 Authority meeting scheduled on May 25. The other purpose of the discussion was to gauge the level of
48 interest in visioning for the area and to receive feedback on what type of visioning was desired. Staff
49 provided the City Council with a Corridor Development Initiative (CDI) proposal that included
50 purposeful engagement and benchmarking, a smaller scale CDI process, and a charrette process that
51 explored long-term planning for design/streetscaping. The City Council approved a hybrid of the larger
52 CDI process and the charrette as was proposed in the April 11 report. The anticipated cost of the hybrid
53 plan would range from \$30,000 - \$50,000, depending on the level of staff dedicated to the plan by each
54 participating jurisdiction.

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56 On May 12, St. Paul Councilperson Amy Brendmoen hosted a meeting at the St. Paul Regional Water
57 Services located along Rice St., with various staff and elected officials to discuss next steps for the area.
58 Jonathan Weinhagen, Vice President of the St. Paul Area Chamber of Commerce, agreed to facilitate
59 the meeting. What grew out of the discussion was a commitment to work together to improve the area.
60 Councilperson Brendmoen created a Facebook page, *Let's Revitalize Rice/Larpenteur*, to help
61 communicate what is happening in the corridor, to let people know how to get involved, and to
62 publicize when meetings would occur to solicit input from the community.

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64 Next steps include an additional meeting among elected officials and staff for the purpose of planning a
65 larger multi-jurisdictional community meeting in July. The purpose of the July meeting will be to talk
66 through concerns, opportunities, and revitalization efforts for the area with all interested stakeholders.

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68 Unless the City Council desires a smaller Southeast Roseville visioning plan that is not centered on
69 corridor reinvestment, Community Development Staff will defer entering into a contract for visioning
70 until all stakeholders identify a level of commitment to the Rice/Larpenteur area.

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72 **POLICY OBJECTIVE**

73 Southeast Roseville has been identified as a priority in the 2016 Policy Priority Plan.

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75 **BUDGET IMPLICATIONS**

76 As mentioned in the narrative above, the City's obligation is estimated to be roughly \$98,000 for the
77 1716 Marion St Park.

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79 **STAFF RECOMMENDATION**

80 Receive update on 1716 Marion St. Park Proposal and Southeast Roseville visioning efforts. Staff is
81 also recommending the City Council provide direction to staff on whether to move forward with site
82 acquisition of 1716 Marion St. without the total award of grant dollars requested.

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REQUESTED COUNCIL ACTION

Receive update on Southeast Roseville visioning and 1716 Marion St. Park Proposal and:

Make a motion authorizing staff to pay \$500 earnest money as outlined in the terms of the purchase agreement by June 1 (to be received by June 2);

or

Make a motion to terminate the purchase agreement due to insufficient grant funding.

- Prepared by: Kari Collins, Interim Community Development Director
- Attachment A: CDBG Award Letter
- Attachment B: Memo from Lonnie Brokke, Parks & Recreation Director
- Attachment C: Sources and Uses
- Attachment D: Purchase Agreement
- Attachment E: Area Map

May 5, 2016

Marion Street Park Collective
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn.: Jeanne Kelsey

**SUBJECT: RAMSEY COUNTY FY 2016 FUNDING AWARDS
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
 HOME INVESTMENT PARTNERSHIP (HOME)**

Dear Ms. Kelsey:

The Ramsey County Housing and Redevelopment Authority (HRA) Commissioners approved the CDBG/HOME Action Plan for FY 2016 on April 26, 2016. Competition for funding was stronger than anticipated; however, we were fortunate to access loan program income and unspent administrative funds. Without the repayment of loans we would not have been able to fund as many projects as we have this year.

The Ramsey County HRA approved an award of \$117,400.00 toward acquisition of property at 1716 Marion Street that will be used as a pocket park and to assist with installation of playground infrastructure. The park will primarily serve residents of the 300 unit apartment complex, Marion-Brittany Apartments, which are home to a substantial population of Karen immigrants.

You can expect to receive agreements/amendments from the Ramsey County Attorney's office in mid - July. Funds are not expected to be available until after August 1, 2016, and possibly even later. Any project costs that you incur prior to receiving the fully executed agreement are at your own risk and cannot be reimbursed unless you have received prior approval from our agency in writing. Any funds used for construction will trigger labor standards compliance. Please contact our office prior to issuing any bids.

Documentation of Beneficiaries. A list of racial/ethnic categories that must be used for reporting participation in programs is attached. We are also including current income and rent limits. Annual participation reports are generally due at the end of June each year. Please let us know if you'd like to receive the report via email.

If you have any questions, please don't hesitate to contact me at 651-266-8005 or by email at denise.beigbeder@co.ramsey.mn.us. You can also contact Mary Lou Egan at 541 266 8025 or at marylou.egan@co.ramsey.mn.us.

We're looking forward to another successful year.

Sincerely,



Denise Beigbeder
Community and Economic Development

Enclosures

cc: Ann Schwartz – Ramsey County Attorney's Office

MEMORANDUM

Roseville Parks and Recreation Department

To: Pat Trudgeon, City Manager
Kari Collins, Assistant to the City Manager
From: Lonnie Brokke, Director of Parks and Recreation
Date: January 14, 2016
Re: 1716 Marion St. Community Park Project Proposal

On January 5, 2016 the Parks and Recreation Commission heard a presentation on a concept park proposal at 1716 Marion Street and made the following recommendation:

Commissioner Doneen moved that the Parks and Recreation Commission recommend the City Council support the proposal that includes the acquisition of the Marion Street property and the development of a playground on the site using grant funding. The Commission also recommends using the Parks and Recreation model for community involvement and engagement to include input on both the Marion Street project and proposed renewal work at Tamarack Park. Second by Commissioner Gelbach. Passed Unanimously.

A full inspection of the property has not occurred.

If acquired, the following are estimated costs:

- Ongoing general maintenance costs are estimated to be \$1550 annually. This includes mowing, trimming, inspections, general repair and replacements.
- Ongoing capital improvement costs are estimated to be \$5,200 annually. This includes playground and signage replacement and general site amenities.
- A comprehensive community planning process to create a master plan for each park and the area may cost up to \$15,000.
- Programming costs are yet to be determined depending on the extent.

**1716 Marion Street Park
Roseville, MN**

SOURCES AND USES OF FUNDS

SOURCES

US Bank Grant-Places to Play	\$ -
CDBG	117,400
Ramsey County Add Funds	-
LCDA Funds for Site Acq	-
Tax Increment (TIF)	-
Limited Partner Investment	-
City Participation	<u>98,300</u>

TOTAL SOURCES	<u>\$ 215,700</u>
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USES

Land and Building	68,000
Site work - drainage and foundation removal	15,000
Commercial	-
Park Amentities	100,000
Contingency	9,200
Architectural and Engineering	15,000
Interim Costs	-
Financing fees and expenses - Title	1,000
Related Costs-Survey, Environmental, Appraisal	7,500
Syndication Costs	-
Developers Overhead	-
Developers Profit	-
Project Reserves	<u>-</u>

TOTAL USES	<u>\$ 215,700</u>
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PURCHASE AGREEMENT

THIS AGREEMENT is made between Marion Street/The Brittanys, L.L.P., a Minnesota limited liability partnership ("Seller"), and the City of Roseville, a Minnesota municipal corporation ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the real property located in Ramsey County, Minnesota, described in Exhibit A attached hereto (the "Property").
2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$68,000.00) which shall be payable as follows
 - A. \$500.00 as earnest money ("Earnest Money") which Earnest Money shall become due and shall be delivered to Seller on June 2, 2016. The Earnest Money shall be applied to the Purchase Price at Closing if the parties close hereunder, or if this Agreement is terminated by either party shall be retained by the Seller so long as the Seller is not in default under this Agreement.
 - B. The balance of the Purchase Price shall be paid by Buyer's check, in cash or by wire transfer of U.S. federal funds upon Closing.
3. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:
 - A. Financing. The Buyer is able to secure financing in an amount and upon such terms and conditions as Buyer deems necessary for it to purchase the Property.
 - B. Inspections and Testing. Buyer shall have determined, on or before the Contingency Date (as defined below), that it is satisfied with the results of all matters disclosed by physical inspections, soil tests, engineering inspections, hazardous waste and environmental reviews of the Property, and all other tests and inspections which Buyer deems necessary.
 - C. Survey. Buyer shall have determined, on or before the Contingency Date, that all matters (including but not limited to the acreage of the Property, the location of wetlands and easements and the location of the property boundaries) shown in the Survey and by boundary markers to be obtained and placed on the Property in accordance with Section 6B below, are satisfactory to the Buyer.

- D. Physical Condition of Property. The Buyer shall have determined, on or before the Contingency Date, that it is satisfied with the physical condition of the Property, and with the zoning, access, drainage, wetland areas, size and dimensions, and all other features and conditions of the Property which Buyer deems necessary for Buyer to purchase the Property.
- E. Appraisal. Buyer shall have obtained an appraisal of the Property which is satisfactory to Buyer.

The "Contingency Date" shall be as follows: (1) June 1, 2016, for the Financing Contingency provided in Section 3A (the "Financing Contingency Date"); and (2) August 1, 2016, for all other contingencies (the "Final Contingency Date"). If any of the foregoing contingencies have not been satisfied (which determination shall be within the Buyer's exclusive discretion) on or before the applicable Contingency Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such notice of termination may be given at any time on or before the applicable Contingency Date. Upon such termination, the Earnest Money shall be retained by Seller, and neither party shall thereafter have any rights against or obligations to the other hereunder, except as expressly stated otherwise herein. All the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any contingency by written notice to Seller. The costs incurred by the Buyer to determine whether the contingencies have been satisfied shall be paid by the Buyer.

- 4. Closing. The closing on the purchase and sale contemplated by this Agreement (the "Closing") shall occur on August 12, 2016. The Closing shall take place at Land Title, Inc. ("Title Company"), 2200 West County Road C, Roseville, Minnesota 55113, or such other location as is mutually agreeable to the parties. The Seller agrees to deliver possession of the Property to the Buyer immediately following the Closing.
 - A. Seller's Closing Documents. Upon Closing the Seller shall execute and deliver to Buyer the following (collectively the "Seller's Closing Documents"):
 - i. Deed. A Warranty Deed, in form reasonably satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances, except for the Permitted Encumbrances hereafter defined.
 - ii. Seller's Affidavit. An Affidavit indicating that on the date of actual Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Property; together with whatever standard owner's affidavit and/or indemnity which may be required by the Title Company to issue an Owner's Policy of Title Insurance showing the

condition of title required by this Agreement with the standard exceptions waived.

- iii. Non-Foreign Transferor Certificate. A non-foreign certificate, properly executed and in recordable form, containing such information as is required by IRC Section 1445 (b) (2) and its regulations.
- iv. Other Documents. Such other documents reasonably determined by the Title Company or the Buyer to be necessary to transfer the Property to Buyer in compliance with this Agreement or which are to be entered into by, or given to, the parties upon Closing pursuant to the terms and conditions of this Agreement.

- B. Buyer's Closing Documents. Upon Closing the Buyer will deliver to the Seller the balance of the Purchase Price, by cash, by wire transfer of U.S. federal funds or by Buyer's check.

- 5. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- A. Title Insurance, Survey and Closing Fee. Seller will pay all costs of providing the Title Evidence designated in Section 6A below. Buyer will pay all premiums for any Title Insurance Policy required by Buyer. Seller and Buyer will each pay half of the cost of any closing fee charged by the Title Company. The Buyer will pay the cost of the Survey to be obtained by Buyer and boundary markers to be placed upon the Property pursuant to Section 6B below.

- B. Deed Tax. Seller shall pay all state deed tax and the conservation fee payable to record the Warranty Deed to be delivered by Seller under this Agreement.

- C. Real Estate Taxes and Special Assessments.

- i. Real estate taxes and installments of special assessments due and payable in and for the year of Closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of Closing.
- ii. Buyer shall assume all other special assessments levied as of the date of this Purchase Agreement.
- iii. Buyer shall assume special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities as of the date of this Purchase Agreement.
- iv. Seller represents that Seller has not received a Notice of Hearing of a new public improvement project, whether levied, pending, or outstanding, from

any governmental assessing authority, the costs of which project may be assessed against the Property.

- v. If a special assessment becomes pending after the date of this Purchase Agreement and before the Date of Closing, Buyer may, at Buyer's option:
 - a. Assume payment of the pending special assessment without adjustment to the purchase price of the real Property; or
 - b. Require Seller to pay the pending special assessment (or escrow for payment of same as provided above) and Buyer shall pay a commensurate increase in the purchase price of the real Property, which increase shall be the same as the estimated amount of the assessment; or
 - c. Terminate this Purchase Agreement by notice to Seller.
 - vi. Seller shall pay any deferred real estate taxes payment of which is required as a result of the closing of this sale.
 - vii. Buyer shall assume on date of Closing any special assessments payment of which is required as a result of the closing of this sale.
 - viii. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.
- D. Recording Costs. Buyer will pay the recording fee imposed to record the Warranty Deed. Seller will provide and pay the cost of recording any other documents required by the Title Company to convey title of the Property to the Buyer as specified in Provision 4Ai above.
- E. Operating Costs. All utilities and other operating costs of the Property not designated above shall be allocated between Seller and Buyer as of the date of actual closing, so that Seller pays that part of such utilities and other operating costs attributable to the period on and before the date of actual Closing, and the Buyer pays that part of such operating costs attributable to the period after the date of actual Closing.
- F. Attorney's Fees. Each of the parties will pay its own attorney's fees pertaining to the negotiation, performance and enforcement of this Purchase Agreement.

6. Title Examination. The Title Examination will be conducted as follows:

- A. Seller's Title Evidence. Seller shall within 15 days after Buyer notifies Seller that the Financing Contingency has been satisfied or waived, furnish to the Buyer a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance (accompanied by legible copies of all documents described therein) issued by the Title Company committing to insure title to the Property, in the amount of the Purchase Price, subject only to the exceptions stated therein.
- B. Survey. Following the delivery of the Title Commitment by the Seller to the Buyer as provided in Section 6A above, the Buyer shall, if Buyer so elects, retain a surveyor to prepare a survey of the Property (the "Survey") showing such matters as the Buyer deems necessary and to place boundary markers on the Property. The Survey shall be prepared and the boundary markers placed upon the Property at Buyer's sole expense.
- C. Buyer's Objections. Within thirty (30) days after receiving the Title Commitment, Buyer will examine the condition of title to the Property and make written objections ("Objections") to the form and/or contents of the Title Commitment and/or to any items shown on the Survey if a Survey is obtained. Any matter shown in the Title Commitment and on the Survey (if a Survey is obtained) not objected to by the Buyer within said 30-day period shall be a "Permitted Encumbrance." If Buyer delivers to Seller any Objections, Seller will use Seller's best efforts to cure or satisfy the Objections on or before the Closing Date. If the Objections are not cured on or before the Closing Date, the Buyer will have the option to do the following:
 - i. Terminate this Agreement; or
 - ii. Waive the Objections and proceed to Closing.

7. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the date of actual Closing (the "Executory Period"), the Seller shall not execute any contracts, easements, leases or other agreements regarding the Property without the prior written consent of Buyer.

Seller will give Buyer written notice of any citation or other notice which Seller receives subsequent to the Effective Date of this Agreement, from any governmental authority concerning any alleged violation of any law, ordinance, code, rule, regulation or order regulating the Property or the use thereof.

The Seller shall not take any action, or cause to be recorded against the Property any documents, which changes the condition of title to the Property from that shown in the Title Commitment without the prior written consent of the Buyer.

8. Representations and Warranties by Seller. The Seller represents and warrants to Buyer as follows (which representations and warranties shall be true and correct as of the date hereof and as of the date of actual closing):
- A. Unrecorded Documents. To the best of Seller's knowledge there are no unrecorded leases, contracts, easements, agreements or other documents affecting title to the Property.
 - B. Hazardous Substances. To the best of Seller's knowledge, no Hazardous Substances (as defined by federal and state law), asbestos, urea formaldehyde, polychlorinated biphenyls, radon gas or petroleum products (including gasoline, fuel oil, crude oil and various constituents of such products) exist in or on, have been placed or stored in or on, or have been released from, the Property by any person or entity in violation of any law.
 - C. Mechanic's Lien. To the best of Seller's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Property which could give rise to any mechanic's or materialmen's or other statutory liens against any of the Property, or for which Buyer will be responsible.
 - D. Wells. Seller does not know of any "Wells" on the described Property within the meaning of Minnesota law, except as have been previously disclosed to the Buyer pursuant to a Well Disclosure Statement.
 - E. Storage Tanks. To the best of Seller's knowledge there are no "above ground storage tanks" or "underground tanks" (within the meaning of Minnesota law) located in or on the Property, or have been located, in or on the Property and have subsequently been removed or filled.
 - F. Individual Sewage Treatment Systems. There is no existing or abandoned "individual sewage treatment system" (within the meaning of Minnesota law) in, on or serving the Property, except as have been previously disclosed to the Buyer pursuant to a Septic System Disclosure Statement.
 - G. Methamphetamine Production. No Methamphetamine Production has occurred at or on the Property.
 - H. Litigation. To the best of Seller's knowledge there is: (i) no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller or against the Property, and (ii) no pending or threatened condemnation proceeding that would affect the Property.
 - I. Boundary Lines. To the best of Seller's knowledge there are no disputes or encroachments pertaining to the location of the boundary lines of the Property.

- J. Seller Authority. Seller has the requisite power and authority to enter into, perform and execute this Agreement and the Seller's Closing Documents.
- K. Diseased Trees. Seller has not received any notice from any governmental authority as to the existence of, nor does the Seller have any knowledge of, any Dutch elm disease, oak wilt, emerald borer infestation or other disease of any trees or vegetation on the Property.
- L. Protected Sites. Seller has no knowledge that the Property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites).
- M. Relocation Benefits. That the Property was vacant and unoccupied before the initiation of negotiations between the parties for the Buyer's acquisition of the Property and the Property has been continuously vacant and unoccupied since that time.

Each of the representations and warranties made herein shall survive Closing. Seller will indemnify Buyer and its successors and assigns, against, and will hold Buyer, and its successors and assigns, harmless from, any expenses or damages, including reasonable attorney's fees, that Buyer incurs because of the breach of any of the above representations and warranties.

- 9. Condemnation. If, prior to the Closing, eminent domain proceedings are commenced against all or any part of the Property, Seller will immediately give notice to Buyer of such fact, and at Buyer's option (to be exercised within 20 days after Seller's notice), this Agreement will terminate, in which event neither party will have further obligations under this Agreement except as expressly stated otherwise herein, and the Earnest Money will be retained by Seller. If Buyer fails to give such notice then there will be no reduction in the Purchase Price, and Seller will assign to Buyer at the Closing all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing, Seller will not designate counsel, appear in, or otherwise take any action with respect to the condemnation proceedings without Buyer's prior written consents.
- 10. Broker's Commission. Seller and Buyer represent to each other that they have not dealt with any brokers, real estate agents or the like in connection with this transaction, and will indemnify each other and hold each other harmless against all claims, damages, costs or expenses for any broker and/or realtor fees or commissions resulting from the actions or agreements of the indemnitor regarding this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.
- 11. Survival. The warranties and representations contained herein shall survive Closing.

12. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is: (i) delivered personally upon Patrick J. Bradley, if such delivery is upon Seller, or delivered personally upon Patrick J. Trudgeon, Roseville City Manager, if such delivery is upon Buyer, (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, addressed as designated below, or (iii) delivered by a reputable express courier service which provides confirmation of delivery, properly addressed as follows:

If to Seller:

Patrick J. Bradley
Marion Street/The Brittanys, L.L.P.
4018 W 65th Street
Edina, MN 55435

If to Buyer:

City of Roseville
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113
Attn: Patrick J. Trudgeon, City Manager

Notices shall be deemed effective on the date of receipt if delivered personally, upon the date of delivery to the reputable express courier if delivered to the courier for overnight delivery, or on the date of deposit in the U.S. Mail, if mailed; provided, however, if notice is given by deposit in the U.S. mails or by delivery to a courier for overnight delivery, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any of the manners specified above, 10 days prior to the effective date of such change.

13. Defaults and Remedies. In the event of a default on the part of either party under this Agreement which continues for three (3) business days after receipt of written notice from the other party, the following shall apply:
- A. If the Buyer is the defaulting party the Seller may, as its sole remedy, terminate this Agreement in accordance with Minnesota Statutes §559.21, whereupon the Earnest Money shall be delivered to Seller as liquidated damages.
 - B. If the Seller is the defaulting party, the Buyer may as its sole remedies either: (i) terminate this Agreement whereupon the Earnest money shall be returned to Buyer, or (ii) seek specific performance provided that such action shall be commenced within 90 days after such right of action shall arise.

Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that any liability of the parties to the other under the covenants and

indemnifications contained in Sections 10 and 14 shall not be limited or affected by the foregoing provisions of this Section.

14. Access to Property. Buyer and its agents shall have the right and permission from and after the date hereof and until the Final Contingency Date to conduct such studies, analyses, and reports as Buyer may desire as to the Property, its title, boundaries, zoning, physical condition, and other characteristics ("Inspection"). If any invasive Inspection is conducted, Buyer or its agent shall return the Property to reasonably the same condition as existed before the Inspection. Seller shall permit Buyer and its agents reasonable access to the Property at reasonable times and on reasonable notice, for purposes of inspecting and determining the physical conditions of such Property, provided that such inspections shall not materially interfere with any use of the Property by Seller or its tenants. Before being allowed access to the Property, each company whose agents or employees are to enter upon the Property for the purposes described herein will provide evidence that it has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, with general liability coverage limits no less than \$2,000,000. Buyer shall (a) indemnify and defend Seller against any loss, liability, and expense arising out of, or having to do with, the activity of Buyer or its agents on the Property, including any mechanics' lien claim, any claim for personal injury, death or property damage, and any attorneys' or other professional fees or costs incurred by Seller as to the foregoing, except for any such loss, liability or expense arising from Seller's negligence or willful misconduct and (b) promptly restore any property affected or injured by the activities of Buyer or its agents to the condition it was in prior to such activities.
15. Conditions to Closing. The Buyer's obligation to close on this Purchase Agreement is subject to the following conditions precedent:
 - A. The representations and warranties of the Seller contained in this Agreement are true and correct as of the date the Seller signs this Agreement and at the time of actual Closing.
 - B. The Seller shall have performed and satisfied each of the Seller's obligations under this Agreement.
 - C. The Buyer is able to obtain an Owner's Policy of Title Insurance issued by the Title Company in the full amount of the Purchase Price, subject only to the Permitted Encumbrances, covering title to the Property, showing Buyer as owner of the Property and providing for full coverage over all standard title exceptions.
 - D. There has been no change in the physical condition of the Property between the date the Buyer signs this Agreement and Closing.

In the event any of the foregoing conditions are not satisfied on the Closing Date, Buyer will have no obligation to proceed to Closing and, unless Buyer delivers written notice to Seller that Buyer has waived any unsatisfied condition and will proceed to Closing, this

Agreement, upon notice from Buyer to Seller, will cease and terminate, and the Earnest Money will be retained by Seller.

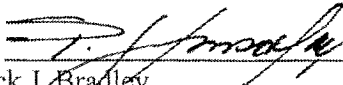
16. Property Condition Disclosure. THE SELLER AND BUYER EXPRESSLY WAIVE THE WRITTEN DISCLOSURE REQUIRED UNDER MINNESOTA STATUTES SECTIONS 513.52 TO 513.60.
17. Airport Zoning Regulations. If airport zoning regulations affect the Property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the County recorder where the zoned area is located.
18. Predatory Offenders. Information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency or by contacting the Minnesota Department of Corrections at 651-367-7200 or at <http://www.doc.state.mn.us>.
19. Studies and Other Materials. Within ten (10) days after the Effective Date, the Seller shall provide the Buyer with copies of all soil reports, surveys, engineering studies and reports, environmental studies and reports and other documents that Buyer may request pertaining to the Property, if Seller has such documents in Seller's possession. If the foregoing would work an inconvenience on the Seller, the Seller shall permit the Buyer to examine and make copies of such items during normal business hours, and shall provide facilities for these purposes.
20. Miscellaneous.
 - A. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties regarding the purchase of the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties.
 - B. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, which law will control its interpretation.
 - C. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
 - D. Amendments. No amendment to this Agreement will be binding on either of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.
 - E. Time of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof.

- F. 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 will be automatically extended through the close of business on the next regularly scheduled business day.
- G. Effective Date. The "Effective Date," as that term is used in this Agreement, shall be that date on which the party who signs this Agreement last, signs this Agreement.
- H. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, constitute the same instrument.
- I. Negotiation. This Agreement and every provision of this Agreement is the result of negotiation by and between the respective parties hereto, and it is agreed that in the event any litigation arises with respect hereto, a strict construction of the terms of this Agreement shall not be applied against any of the parties hereto because of the fact that it drafted or prepared this Agreement.

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

Marion Street/The Brittanys, L.L.P.

By: 

Patrick J. Bradley

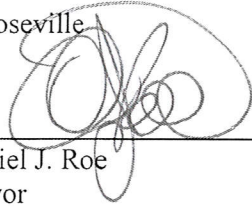
Its: Managing Member

Date of Execution by Seller

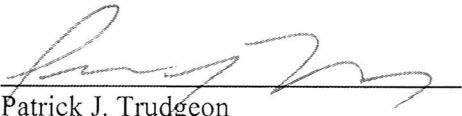
March 17, 2016

BUYER:
City of Roseville

By: _____


Daniel J. Roe
Mayor

By: _____


Patrick J. Trudgeon
City Manager

Date of Execution by Buyer

March 7, 2016

Exhibit A

Legal Description

South 100 feet of North 381.58 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 29, Range 23, Ramsey County, Minnesota. Subject to easement for street on West 30 feet thereof.



1716 Marion St Community Project Profile

