



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

| | | | |
|----------------|-------------------|-------------------------------------|-----------------|
| President: | Laurie Elliott | E.D. Director / City Administrator: | Deb Hill |
| Board of | Kevin Chapdelaine | Asst. to the City Admin: | Travis Brierley |
| Commissioners: | Tom Ingemann | Authority Attorney: | Flaherty & Hood |
| | Marvin Taylor | | |
| | Rozlyn Johnson | | |

**Newport Economic Development Authority Agenda
October 6, 2022- Immediately Following the City Council Workshop**

1. CALL TO ORDER
2. ROLL CALL
3. ADOPT AGENDA
4. CONSENT AGENDA
 - A. Minutes- September 15, 2022
5. 975 2nd Avenue
 - A. **NEDA Resolution No 2022-01**- Purchase Agreement
6. ADJOURNMENT



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NEWPORT ECONOMIC DEVELOPMENT AUTHORITY MINUTES
September 15, 2022

1. CALL TO ORDER

President Elliott called the Newport Economic Development Authority meeting to order at 4:30 p.m. on September 15, 2022.

2. ROLL CALL

Present (5): President Laurie Elliott, Commissioner Kevin Chapdelaine, Commissioner Tom Ingemann, Commissioner Marvin Taylor, and Commissioner Rozlyn Johnson.

Not Present (0): None.

3. ADOPT AGENDA

Commissioner Ingemann motioned to adopt the agenda. Seconded by Commissioner Chapdelaine. Approved 5-0.

4. CONSENT AGENDA

A. Minutes- April 7, 2022

Commissioner Chapdelaine motioned to adopt the Consent Agenda. Seconded by Commissioner Johnson. Approved 5-0.

5. PUBLIC HEARING- Sale of 975 2nd Ave

Assistant to the City Administrator Travis Brierley stated in the packet there is a certificate of survey and electronic house plans. The survey and house plans have been reviewed by the City Engineer and the City Planner. These plans meet the requirements to move forward with construction. The certificate of survey still needs the final sign off, but we can move forward with the Public Hearing. The property is being purchased by Brenda Kyle. Since it is a NEDA property, NEDA needs to approve and then and then we will have an additional meeting to approve the purchase agreement.

Mayor Elliott opened the Public Hearing at 4:40 p.m. on September 15, 2022.

Brenda Kyle addressed the Newport Economic Development Authority to express her enthusiasm for the project. Ms. Kyle stated she is looking forward to moving to Newport.

Mayor Elliott closed the Public Hearing at 4:44 p.m. on September 15, 2022.

Assistant Brierley inquired if the authority would grant permission that once the certificate of survey is approved, they can begin earth work on the site prior to the full building permit being issued.

Mayor Elliott stated the authority is in consensus that she can start earth work before the building permit approval.

6. ADJOURNMENT

Commissioner Ingemann motioned to adjourn the Newport Economic Development Authority meeting. Seconded by Commissioner Chapdelaine. Approved 5-0.

The Newport Economic Development Authority meeting was adjourned at 4:47 p.m. on September 15, 2022.

Respectfully submitted:

Jill Thiesfeld

Administrative Assistant II.

Signed: _____
Laurie Elliott, President

City of Newport, MN
NEDA Resolution No. 2022-01

A Resolution By The Newport Economic Development Authority Of
The City Of Newport, Minnesota, Approving The Sale Of Real Property
In Newport, Minnesota, And Dispensing With Review Of The Sale By
The Newport Planning Commission

WHEREAS, the Newport Economic Development Authority (“EDA” or “Seller”) desires to sell a portion of certain EDA owned real property located at 975 2nd Avenue and 927 2nd Avenue, respectively, in the City of Newport, Washington County, Minnesota, PID Nos. 35.028.22.44.0025 and 35.028.22.44.0072, as described and depicted in the purchase agreement, Exhibit A, which is attached hereto and incorporated herein by reference, referred to herein as the “Property”; and

WHEREAS, the EDA, pursuant to Minnesota Statutes, Section 469.105, did place a notice, a copy of which with proof of publication is on file in the office of the EDA, of a public hearing of the proposed sale of the Property in a legal newspaper, said hearing to be held to determine the advisability of the sale; that the sale and conveyance are in the public interest, the best interests of the city or district and its people, and that the transaction furthers the EDA’s general plan of economic development and the aims and purposes of Minnesota Statutes, Sections 469.090 to 469.108; and

WHEREAS, Brenda L. Kyle (the “Buyer”) has submitted an offer to purchase the Property described in Exhibit A; and

WHEREAS, the purchase price for the sale is \$150,000.00; and

WHEREAS, pursuant to Minnesota Statutes, Section 469.105, subd. 7, a conveyance of the Property must not be made until the Buyer gives the EDA plans and specifications for the project to develop the Property sold by the EDA to the Buyer, and the EDA must approve the plans and specifications in writing; and

WHEREAS, the EDA has investigated the facts of the proposed sale of said Property, the terms and conditions of said sale, received and reviewed the project plans and specifications, the proposed use of said Property, and the relation of the project use to the district in general plan of economic development and the aims and purposes of Minnesota Statutes, Sections 469.090 to 469.108; and

WHEREAS, a draft Purchase Agreement for conveyance of the Property for the project has been prepared and is attached hereto as Exhibit A; and

WHEREAS, in accordance with the attached draft Purchase Agreement, the EDA and Buyer expressly understand and agree that the sale of the Property is contingent upon approval by the Board of Commissioners of the EDA; and

WHEREAS, if any transaction approval as provided in the Purchase Agreement is not obtained by the closing date stated in the Purchase Agreement, the Purchase Agreement shall then be null and void, without further obligation by either party; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the EDA its findings as to compliance of the proposed acquisition or disposal with the municipal comprehensive plan; and

WHEREAS, the same statute further states, however, that the EDA may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the municipal comprehensive plan; and

WHEREAS, the proposed conveyance of the Property presented by the Buyer meets the terms and conditions set forth by the EDA as its guide in determining if such proposals are in the best interest of the EDA district and the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Newport Economic Development Authority that:

1. The Board of Commissioners hereby finds, determines, and declares that it is in the best interest of the EDA district and the people thereof and in furtherance of the general EDA plan to sell the Property to the Buyer for the project pursuant to the plans and specification for the project on the Property.
2. The Board of Commissioners hereby finds that the proposed sale of the Property has no relationship to the Newport Comprehensive Plan, and therefore review of the proposed sale by the Newport Planning Commission is not required under Minnesota Statutes, Section 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.
3. The actions of the Executive Director of the EDA in causing public notice of the proposed sale and in describing the terms and conditions of such sale and project, which have been available for inspection by the public at the office of the EDA from and after the publication of the hearing, are in all respects ratified and confirmed.
4. The Property is being sold for \$150,000.00 in accordance with the terms in the Purchase Agreement as described in Exhibit A.
5. The Board of Commissioners hereby approves the attached Purchase Agreement, Exhibit A, as to form and authorizes and directs the President and Executive Director to: (a) execute the Purchase Agreement substantially in the form hereby approved, allowing for any necessary minor or technical changes as approved by the City Attorney; (b) execute such other documents as are necessary to close on the sale of the Property by the EDA to the Buyer; and (c) require that the Buyer to record the quit claim deeds executed by the EDA and any other requisite instruments of sale, as applicable, in the Office of the Washington County Recorder, and pay such related fees.
6. The Board of Commissioners hereby approves the attached project plans and specifications, Exhibit B.

Adopted this 6th day of October, 2022 by the Board of Commissioners of the Newport Economic Development Authority.

Motion by: _____, Seconded by: _____

VOTE: Elliott _____
 Chapdelaine _____
 Ingemann _____
 Taylor _____
 Johnson _____

Signed: _____
 Laurie Elliott, President

Attest: _____
 Travis Brierley, Interim City Administrator

EXHIBIT A
TO EDA RESOLUTION
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made this ___ day of _____, 2022, by and between the Newport Economic Development Authority, a body politic and corporate under the laws of the State of Minnesota, 596 7th Avenue, Newport, Minnesota 55055 (the “EDA” or “Seller”), and Brenda L. Kyle, 4886 Bolger Trail, Inver Grove Heights, MN 55076 (“Kyle” or “Buyer”); (collectively the “Parties”).

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following:
 - a. **Real Property.** That portion of the real property, to be subsequently legally described, located at 975 2nd Avenue and 927 2nd Avenue in the City of Newport, Washington County, Minnesota, (respectively PID Nos. 35.028.22.44.0025 and 35.028.22.44.0072); containing approximately 25,971 square feet or 0.60 acres, and identified as “Parcel A” on the description thereof attached hereto as Exhibit A, and shown as shaded in grey on the depiction thereof attached hereto as Exhibit B (the “Land”), together with (i) all buildings and improvements constructed or located on the Land, and (ii) all easements and rights benefiting or appurtenant to the Land and improvements, including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the “Property”). Closing on the purchase/sale of the Property is subject to completion by the Seller of an administrative subdivision process with the City of Newport pursuant to City of Newport City Code in order to create new, accurate legal descriptions for: (1) the Property to be sold to and purchased by the Buyer pursuant to this Agreement; and (2) the remainder of the real property that will remain under the ownership of the Seller (the “Remainder Parcel”), which is not subject to this Agreement. and
 - b. **Personal Property:** All of the fixtures, if any, situated in or about the Property owned by Seller and relating to the use and operation of the Property (the “Personal Property”).
2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property is One Hundred Fifty Thousand and No/100ths (\$150,000.00) Dollars, which amount shall be paid as follows:
 - a. \$2,000.00 as earnest money; receipt of which is hereby acknowledged by Seller; and
 - b. \$148,000.00 paid on the Closing Date.

3. **CLOSING AND POSSESSION.** The closing of the purchase and sale of the Property contemplated by this Agreement (the “Closing”) shall occur on a date mutually acceptable to Seller and Buyer, but no later than Sixty (60) days following the date of completion of the City of Newport’s administrative subdivision process necessary to create the legal description of the Property to be sold to Buyer, or December 5, 2022, whichever occurs first (the “Closing Date”). The Seller agrees to deliver possession of the Property not later than the Closing Date provided that all the contingencies and other terms and conditions contained in this Agreement have been complied with and satisfied. The Closing shall take place at Newport City Hall or the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the Parties.

a. **Seller’s Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, “Seller’s Closing Documents”):

i. **Quit Claim Deeds.** Attached hereto and made a part hereof as Exhibit C is the required Quit Claim Deed containing the terms, covenants, and conditions upon which the sale of the Property is based. Pursuant to Minnesota Statutes, section 469.105, the Quit Claim Deed shall contain the following restrictions, covenants, and conditions:

1. The Property herein conveyed shall be devoted to the following use: residential.
2. The Property shall be devoted to such intended use in accordance with the provisions of the Deeds.
3. The Buyer shall (a) commence work on the improvements within one year from the date the deeds are recorded with the Office of the Washington County Recorder, and (b) shall devote the Property to its intended use by December 5, 2023. If the Buyer fails to commence work on time or fails to devote the Property to its intended use, or fails to devote the Property to its intended use on time, title to the Property shall revert to Seller, at Seller’s election, and, in that event, Buyer shall promptly offer a deed(s) to the Property legally described herein to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Seller may, at its option, consider an extension of time for good cause shown by Buyer. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the Property without the express written consent of Seller.

After the Buyer has devoted the Property to its intended use in accordance with approved plans and specifications for the development of the Property submitted to the Seller, the Seller

shall provide to Buyer a certificate of compliance / completion in recordable form within 30 days from the determination thereof by Seller.

4. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.090 to 469.108, and all of said conditions and the conditions stated herein relative to the use of the Property are covenants running with the land.
 5. The Buyer shall not transfer title to the Property within one (1) year after the date of the Deeds without the express written consent of the Seller.
 6. Any transfer of title to the Property made pursuant to the provisions of paragraphs 3 and 5 hereof shall be made only to a person or entity who demonstrates to the satisfaction of Seller that such person or entity has the ability to perform in place of Buyer.
 - ii. Well Certificate. If there are wells on the Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
 - iii. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Minn. Stat. § 115B.16 or other applicable provisions of law.
 - iv. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.
- b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):
- i. Purchase Price. The Purchase Price, minus the earnest money, by check or wire transfer.
 - ii. Certificate of Real Estate Value. A Certificate of Real Estate Value.
4. **CONDITIONS PRECEDENT.** The obligations of the Parties to perform under this Purchase Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions prior to the Closing Date:
- a. **Public Hearing.** Sale of the Property is contingent upon a determination by the EDA as to the advisability of the sale; that the sale and conveyance are in the public interest, the best interests of the city or district and its people, and that the transaction furthers the EDA's general plan of economic development and the aims and purposes of Minnesota Statutes, Sections 469.090 to 469.108, after a public hearing required by Minnesota Statutes, Section 469.105, which shall be held prior to the Closing Date. The Parties understand and agree that the sale/purchase of the Property is contingent upon approval by the Board of Commissioners of the EDA prior to November 17, 2022.

- b. **Plans and Specifications.** Pursuant to Minnesota Statutes, Section 469.105, subd. 7, the Buyer shall, prior to the transfer of title of the Property, submit to the EDA written plans and specifications for the development of the Property; no transfer shall be made unless and until such plans are approved in writing by the EDA. The detail of the plans and specifications shall be such as will enable the EDA to determine with reasonable certainty that the project on the Property is or will be in compliance with the law and will, if carried out, provide for the intended use
- c. **One-year deadline.** Pursuant to Minnesota Statutes, Section 469.105, subd. 5, the Property shall be devoted to its intended use or work on the improvements to the Property to devote it to that use must be started within one year of the Closing Date, based upon the plans and specifications for the development project approved by the EDA.
- d. **Private Financing.** Prior to or on November 17, 2022, Buyer has closed on Buyer's financing and provided to Seller a document signed by the Buyer's bank or other financial institution demonstrating that Buyer has closed and obtained financing to construct and complete the development project on the Property.
- e. **Form of Quit Claim Deeds.** Attached hereto and made a part hereof as Exhibit C is the form of the Quit Claim Deeds required containing the terms, covenants, and conditions upon which the sale of the Property is based.
- f. **Administrative Subdivision.** The Seller shall, prior to June 15, 2022 and in accordance with applicable law, apply for, undertake and complete an administrative subdivision process with the City of Newport, Minnesota, to create the legal description for the Property to be sold hereby to Buyer as well as the legal description for the Remainder Parcel.
- g. **Title.** On the Closing Date, title to the Property shall be acceptable to Buyer subject to and in accordance with the provisions of Section 8 regarding title examination.
- h. **Transaction Approval.** Seller's obligation to perform hereunder is contingent upon Seller obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Board of Commissioners of the EDA. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void. Execution of this Agreement by any person on behalf of the Seller prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Seller under this Agreement.

The above conditions in this section are solely for the benefit of, and may at any time be waived by, the Party so benefitted. If any approval as provided herein is not obtained, or

any condition precedent not satisfied, by the Closing Date, this Agreement shall be null and void.

5. **PURCHASE, AS-IS.** The Property described in this Purchase Agreement is being sold in an “as is” and with “all faults” condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Property prior to the execution of this Agreement. Buyer’s acceptance of title to the Property shall represent Buyer’s acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer’s intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the property, known or unknown, contemplated or un contemplated, suspected or unsuspected, arising out of, resulting from, or relating to the condition of the Property, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

a. For purposes of this Section, the following terms have the following meanings:

- i. “Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
- ii. “Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- iii. “Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any

attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

6. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Property described herein.
7. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Property and this Agreement.
 - a. **Deed Tax.** Buyer shall pay all state deed tax regarding the deeds to be delivered by Seller under this Agreement.
 - b. **Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments payable in the year 2022 shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith thereafter.
 - c. **Recording Costs.** Buyer will pay the cost of recording the Deeds. Seller shall pay the cost of recording any documents necessary to perfect its own title.
 - d. **Other Costs.** All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
 - e. **Attorneys' Fees.** Each of the parties will pay its own attorneys', accountants' and consultants' fees.
8. **TITLE EXAMINATION.**
 - a. **The Delivery of the Title Commitment.** Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating the abstract, if any, or obtaining a new registered property abstract of title for the Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Property provided herein and shall show fee title in the Seller, subject only to those encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request.
 - b. **The Making and Curing of Title Objections.** Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller shall have sixty (60) days from the date of receipt of said written objections in

which to remedy said objections.

- c. **The Consequences of Failing to Cure Title Objections.** If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:
- i. Buyer may accept title to said Property subject to said objections; or
 - ii. Buyer may declare this entire transaction to be null and void, in which case, any earnest money shall immediately be returned to Buyer.
9. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the Parties.
10. **BINDING EFFECT.** This Agreement binds and benefits the parties and their successors and assigns.
11. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
12. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
13. **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 directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Brenda L. Kyle
4886 Bolger Trail
Inver Grove Heights, MN 55076

If to Seller: [Travis Brierley](#), [Interim](#) Executive Director
Newport Economic Development Authority
[2060 1st Avenue](#)
Newport, Minnesota 55055

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

14. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate, and upon such termination Seller will retain any Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money, if any, will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and upon such termination, the Earnest Money, if any, shall be refunded to Buyer and thereafter, neither Party shall have any further rights or obligations hereunder.

15. **MISCELLANEOUS PROVISIONS.**

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Data Practices.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other Party.
- e. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- f. **Survival.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.

- g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other party in order to complete the transactions contemplated by this Agreement.
- h. **Counterparts.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed effective as of the day and year first set forth above.

SELLER:

**NEWPORT ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Laurie Elliott, Its President

By: _____
Travis Brierley, Its Interim

Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by Laurie Elliott, as President, and Travis Brierley, as Interim Executive Director, for the Newport Economic Development Authority, a body politic and corporate under the laws of the State of Minnesota, Seller.

Notary Public

BUYER:

Brenda L. Kyle

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Brenda L. Kyle, Buyer.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

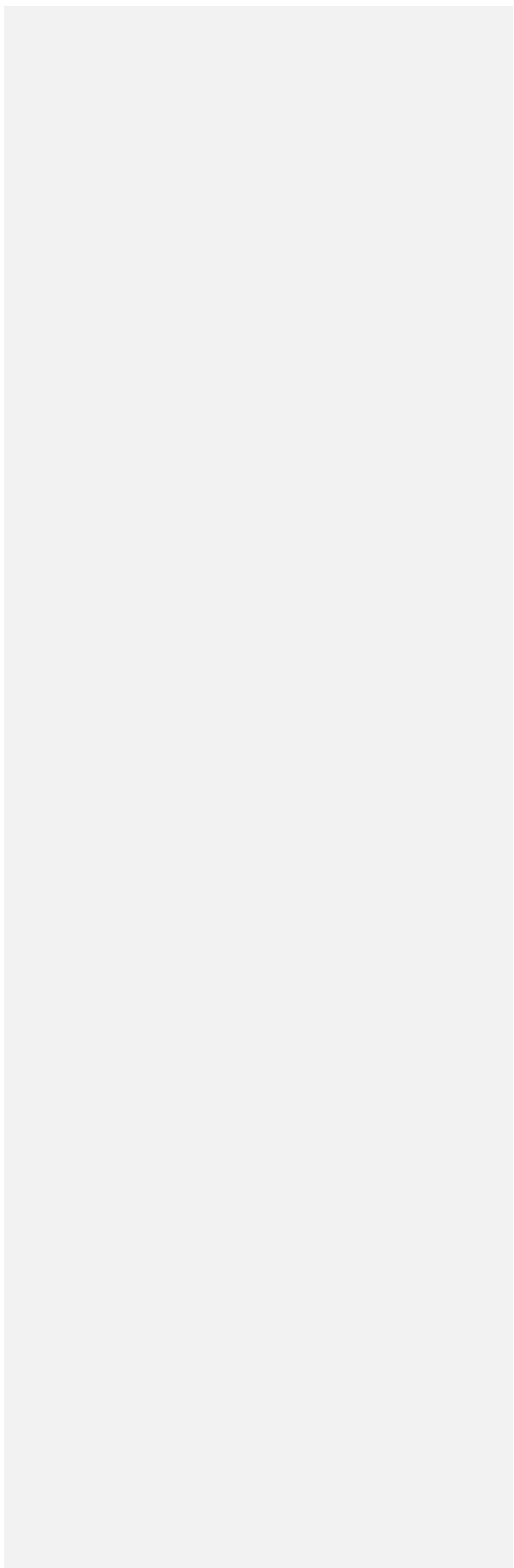


EXHIBIT A
TO PURCHASE AGREEMENT

Description of Property, Parcel A
(Final legal description pending completion of administrative subdivision process)

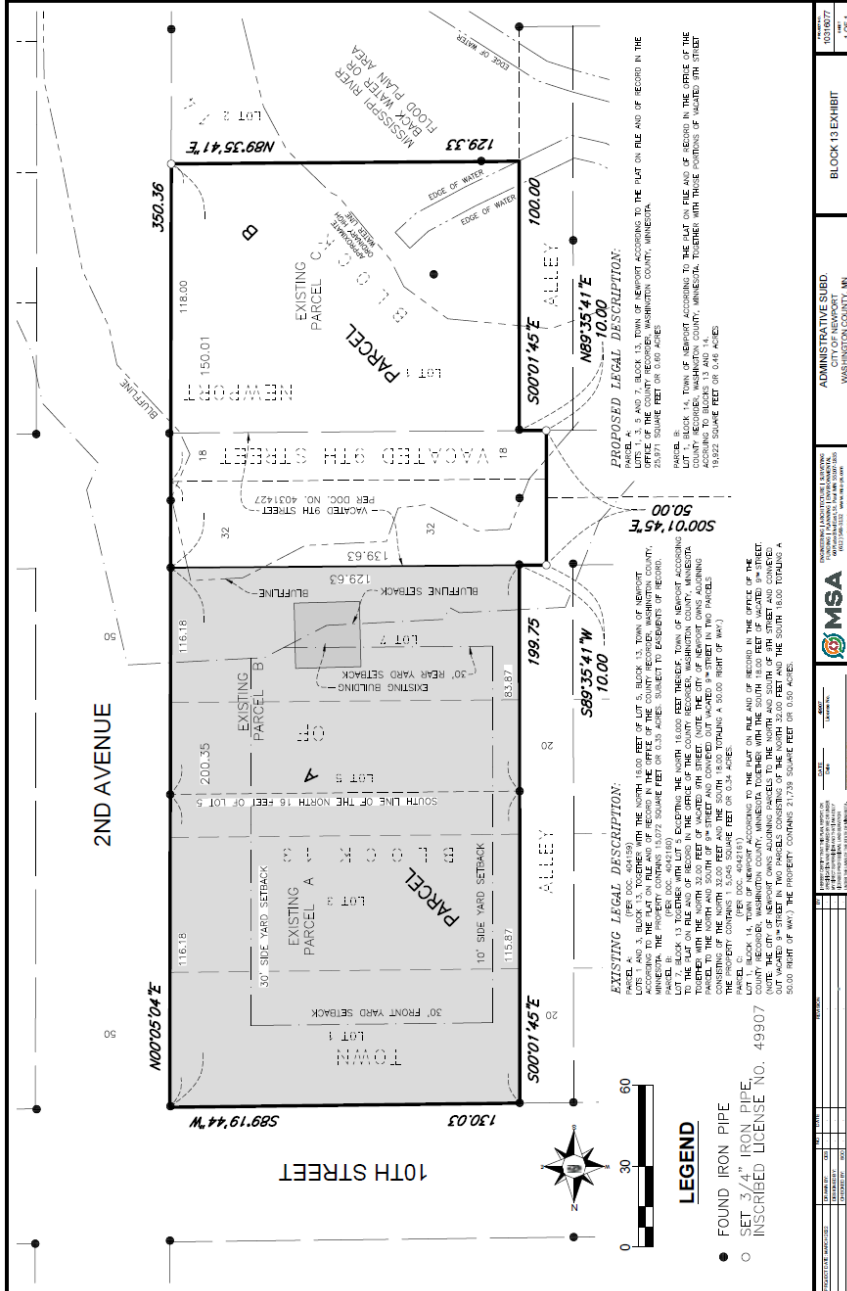
Parcel A:

Lots 1, 3, 5 and 7, Block 13, Town of Newport according to the plat on file and of record in the Office of the County Recorder, Washington County, Minnesota.

The property contains 25,971 square feet or 0.60 acres.

EXHIBIT B
TO PURCHASE AGREEMENT

Approximate Depiction of Property, Parcel A
(Final legal description pending completion of administrative subdivision process)



| | | | | | | | |
|---|-------|---|-------|--|-------|------------------|-------|
| PROJECT NO. 2018-0001 SHEET NO. 1 OF 1 | | MSA METRO SURVEILLANCE SYSTEMS, INC. 10000 UNIVERSITY AVENUE, SUITE 100 MINNEAPOLIS, MN 55425 TEL: 612-338-1000 WWW.MSA-MN.COM | | ADMINISTRATIVE SUBD. CITY OF NEWPORT WASHINGTON COUNTY, MN | | BLOCK 13 EXHIBIT | |
| DATE | SCALE | DATE | SCALE | DATE | SCALE | DATE | SCALE |
| | | | | | | | |

EXHIBIT C
TO PURCHASE AGREEMENT

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____, 20__

FOR VALUABLE CONSIDERATION, the Newport Economic Development Authority, a body politic and corporate under the laws of the State of Minnesota (“**Grantor**”), hereby conveys and quitclaims to Brenda L. Kyle (“**Grantee**”), real property in Washington County, Minnesota, legally described as:

Lots 1, 3, 5 and 7, Block 13, Town of Newport according to the plat on file and of record in the Office of the County Recorder, Washington County, Minnesota.

The property contains 25,971 square feet or 0.60 acres.
[Insert legal description of Parcel A from administrative subdivision process.]

together with all hereditaments and appurtenances belonging thereto.

Subject to the following restrictions, covenants, and conditions:

1. The real property herein conveyed shall be devoted to the following use: residential.
2. The real property shall be devoted to such intended use by the Grantee in accordance with the provisions of this Deed.
3. The Grantee shall (a) commence work on the improvements within one year from the date the deed is recorded with the Office of the Washington County Recorder, and (b) shall devote the Real Property to its intended use by July 15, 2023. If the Grantee fails to commence work on time or fails to devote the real property to its intended or fails to devote the real property to its intended use on time, title to the real property shall revert to Grantor, at Grantor's election, and, in that event, Grantee shall promptly offer a deed to the real property legally described herein to Grantor, who will then refund to Grantee the amount of the Purchase Price paid by Grantee to Grantor, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing,

Grantor may, at its option, consider an extension of time for good cause shown by Grantee. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Grantor to protect the public interest, and (c) during the period Grantee shall not transfer title to the real property without the express written consent of Grantor.

After the Grantee has devoted the real property to its intended use in accordance with the approved plans and specifications for the development of the real property submitted to the Grantor, the Grantor shall provide to Grantee a certificate of compliance/completion in recordable form within 30 days from the determination thereof by Grantor.

4. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.090 to 469.108, and all of said conditions and the conditions stated herein relative to the use of the real property are covenants running with the land.
5. The Grantee shall not transfer title to the real property within one (1) year after the date of this Deed without the express written consent of the Grantor.
6. Any transfer of title to the real property made pursuant to the provisions of paragraphs 3 and 5 hereof shall be made only to a party who demonstrates to the satisfaction of Grantor that such party has the ability to perform in place of Grantee.

Check here if all or part of the described real property is Registered (Torrens)

The Grantor certifies that the Grantor does not know of any wells on the described real property.

Grantor

Newport Economic Development Authority

By: _____
Laurie Elliott, Its President

By: _____
Travis Brierley, Its Interim
Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on _____, 20____, by Laurie Elliott, as President, and **Travis Brierley**, as **Interim** Executive Director, of the Newport Economic Development Authority, Grantor.

(Notary Seal)

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

Brenda L. Kyle
4886 Bolger Trail
Inver Grove Heights, MN 55076