

City of South St. Paul Economic Development Authority Agenda

Monday, July 15, 2024
SPECIAL MEETING



1. CALL TO ORDER:

2. ROLL CALL:

3. AGENDA:

- A. *Approval of Agenda*
- Action – Motion to Approve*
- Action – Motion to Approve as Amended*

4. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered to be routine by the Economic Development Authority and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which event the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. EDA Meeting Minutes of June 3, 2024
- B. Rescinding Resolutions 2022 – 12, 2022 – 14 and 2022 – 15 (Vaquero TIF District), Resolution 2024 - 13

5. GENERAL BUSINESS:

- A. Approval of a Purchase Agreement with Vo-Dang Family Revocable Trust for Real Property located at 240 Concord Street North, Resolution 2024 - 14
- B.

6. ITEMS FOR FUTURE FOLLOW-UP:

General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

7. ADJOURNMENT:

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Ryan Garcia'.

Ryan Garcia, EDA Executive Director

This meeting is being taped by Town Square Television (NDC4).
Replays can be viewed on Government Channel 19.
Replay Times – Friday following Meeting at 1:00 p.m. & 7:00 p.m.
651-451-7834

MINUTES OF
THE ECONOMIC DEVELOPMENT AUTHORITY
CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA

Regular Meeting
June 3, 2024

City Hall Council Chambers, 125 3rd Avenue North, South St. Paul, MN 55075

1. CALL TO ORDER

The Regular Meeting of the South St. Paul Economic Development Authority was held on June 3, 2024, in the Council Chambers of City Hall, 125 3rd Avenue North, South St. Paul. President Francis called the meeting to order at 8:28 PM.

2. ROLL CALL

Members Present: President Francis, Commissioners Bakken, Hansen, Kaliszewski, Podgorski, Seaberg and Thompson.

Members Absent: None

Staff Present: EDA Executive Director Ryan Garcia, City Clerk Deanna Werner, City Attorney, Amanda Johnson

3. AGENDA

Motion/Second: Commissioner Kaliszewski moved, and Commissioner Thompson seconded approval of the agenda.
Vote: 7 ayes / 0 nays, motion carried.

4. CONSENT

- A. EDA Meeting Minutes of May 6,2024
- B. Approval of a Temporary Lease Agreement with Danner, Inc. (Concord Exchange Reconstruction Project) – Resolution No. 2024-12

Motion/Second: Commissioner Kaliszewski moved, and Commissioner Bakken seconded approval of the consent agenda.
Vote: 7 ayes / 0 nays, motion carried.

5. GENERAL BUSINESS:

- A. Termination Modifying the Tax Increment Financing Plan for Grand Avenue Gateway Tax Increment Financing District to Eliminate Parcels from the District, Resolution 2024 – 10.

Motion/Second: Commissioner Seaberg moved, and Commissioner Hansen approval of Resolution 2024-10.

Vote: 7 ayes / 0 nays, motion carried.

- B.** Modifying the Tax Increment Financing Plan for Grand Avenue Gateway Tax Increment Financing District to Eliminate Parcels from the District, Resolution 2024 – 11.

Motion/Second: Commissioner Seaberg moved, and Commissioner Podgorski seconded approval of Resolution 2024-11.

Vote: 7 ayes / 0 nays, motion carried.

6. ITEMS FOR FUTURE FOLLOW-UP:

General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

7. CLOSED SESSION

Motion Seaberg seconded Podgorski by Closed session pursuant to Minnesota Statutes 13.D05, Subd. 3 (c) to develop or consider offers for the purchase of real property at 240 Concord Street North. The meeting will only be reopened for adjournment.

8. REOPEN MEETING

Motion/Second: Commissioner Bakken moved, and Commissioner Hansen seconded, reopening the meeting following closed session.

Vote: 7 ayes / 0 nays, motion carried.

The meeting was reopened at 9:31 PM.

9. ADJOURNMENT:

Motion/Second: Commissioner Bakken moved, and Commissioner Thompson seconded the motion to adjourn the meeting.

Vote: 7 ayes / 0 nays, motion carried.

The meeting was adjourned at 9:31 PM.

Approved: July 17, 2024

Deanna Werner, EDA Secretary



EDA Agenda Item Report

Date: July 15, 2024

EDA Executive Director: _____

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4-B

AGENDA ITEM: Rescinding Resolutions 2022 – 12, 2022 – 14 and 2022 – 15 (Vaquero TIF District), Resolution 2024 - 13

ACTION TO BE CONSIDERED:

Through Consent, Motion to approve Resolution 2024 – 13.

SUMMARY:

On October 17, 2022, the EDA took a number of actions to effectuate the creation of a Housing TIF District in support of the Vaquero housing project at the corner of Veterans Memorial Lane and Concord Exchange. Ultimately, the Vaquero project failed to materialize, and Staff and our TIF Counsel has determined that a Resolution to Rescind the EDA’s original Resolutions related to the Creation of the District should be rescinded. The resolutions to be rescinded are summarized below:

- *Resolution 2022 – 12* was adopted to have the effect of removing a proposed “remnant parcel” from the Drover, which would’ve been created by a new plat, from the Concord Street TIF District. The replat never occurred and at this point it would be moot to file this resolution with Dakota County for removal of the remnant parcel from the district.
- *Resolution 2022 – 14* was the resolution adopting the TIF Plan and Modification to the Concord Street Redevelopment Project Area which would’ve effectuated the creation of the Vaquero TIF District.
- *Resolution 2022 – 15* was adopted to authorize the EDA to advance up to \$250,000 from the General Fund or other funds to pay any preliminary costs associated with the Vaquero TIF District, which funds would’ve been paid back over time by increment from the Vaquero TIF. No preliminary costs were incurred/borrowed, and this resolution should be rescinded.

FUNDING SOURCES AND OTHER FISCAL CONSIDERATIONS:

N/A

ATTACHMENTS:

Resolution 2024 - 13

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2024-13

**A RESOLUTION RESCINDING CERTAIN PREVIOUS RESOLUTIONS
REGARDING MODIFICATION OF REDEVELOPMENT PLAN FOR
CONCORD STREET REDEVELOPMENT PROJECT AREA AND
ESTABLISHMENT OF VAQUERO TAX INCREMENT FINANCING
DISTRICT**

BE IT RESOLVED BY the South St. Paul Economic Development Authority as follows:

Section 1. Recitals.

1.01. The South St. Paul Economic Development Authority (the “EDA”) and the City of South St. Paul (the “City”) previously considered modification of the Redevelopment Plan for the Concord Street Redevelopment Project Area and the establishment of Vaquero Tax Increment Financing District (the “TIF District”) to assist a proposed housing project.

1.02. In connection with the same, the EDA adopted the following resolutions on October 17, 2022:

- a) Resolution No. 2022-12 - A Resolution Modifying the Tax Increment Financing Plan for Concord Street Tax Increment Financing District No. 2 to Eliminate Parcels from the District;
- b) Resolution No. 2022-14 - A Resolution Adopting Modification to the Redevelopment Plan for the Concord Street Redevelopment Project Area and Tax Increment Financing Plan for Vaquero Tax Increment Financing District; and
- c) Resolution No. 2022-15 - A Resolution Authorizing Interfund Loan for Advance of Certain Costs in Connection with Vaquero Tax Increment Financing District

1.03. The housing project proposed to be supported by the TIF District did not come to fruition and the EDA wishes to rescind certain approvals made in support of the project.

Section 2. Rescission of Previous Actions.

2.01. Resolution Nos. 2022-12, 2022-14 and 2022-15 are hereby rescinded and declared to be of no further force and effect.

2.02. The EDA’s actions with regard to the TIF District are taken in coordination with similar actions by the City.

Section 3. Additional Actions.

3.01. The EDA Executive Director is authorized and directed to take any and all additional actions necessary or convenient to carry out the intent of this resolution.

Adopted this 15th day of July, 2024.

James P. Francis, President

Ryan D. Garcia, Executive Director



EDA Agenda Item Report

Date: July 15, 2024

EDA Executive Director: _____

Rg

5-A

AGENDA ITEM: Approval of a Purchase Agreement with Vo-Dang Family Revocable Trust for Real Property located at 240 Concord Street North, Resolution 2024 - 14

ACTION TO BE CONSIDERED:

Motion to approve Resolution 2024 – 14, authorizing a purchase agreement with Vo Dang Family Revocable Trust for the acquisition of real property at 240 Concord Street North.

SUMMARY:

This acquisition would give EDA site control of more than 50% of the developable acreage in the “Hardman Triangle”, including almost 1,000 feet of Concord Street frontage (from the signalized intersection north) and 575 feet of Grand Avenue frontage (from the signalized intersection east). This acquisition is critical if the EDA and potential development partners are to advance the implementation of the Hardman Triangle Redevelopment Plan. By failing to act, it is quite likely that implementation of the City’s vision for the Hardman Triangle would be deferred for a significant period of time.

KEY CONSIDERATIONS:

The EDA is encouraged to review the Agreement in its entirety prior to Monday’s meeting, if possible, but Staff provides the following summary of key items of interest to note as the EDA considers the agreement:

- *Acquisition Price:* \$3,750,000
- *Contingency Period:* on or before November 29, 2024, EDA will receive:
 - Environmental Site assessments (Phase I, Phase II, Vapor, Geotechnical and Hazardous Building Material/Asbestos testing are complete) and No Association Determination from MPCA
 - Title Commitment
 - ALTA
 - Estoppel Certificates: Per agreement, Seller and any Tenants agree to execute estoppel certificates, confirming that by their own initiative they are seeking to sell the property and cease any business operations/activities occurring at the property
- *Closing:* No later than December 16, 2024
- *Property Size:* Approximately 1.75 acres

FUNDING SOURCES AND OTHER FISCAL CONSIDERATIONS:

Acquisition for purposes of redevelopment is an eligible expense in the Concord Street Redevelopment Project Area and funded partially with retained/pooled increment within the Concord Street Tax Increment Finance (TIF) District. In addition, the EDA manages

a Redevelopment Fund (Fund 20284) which has been established and partially funded (see Resolutions 2024 – 1, 2024 – 2, 2024 – 3, and 2024 – 4) for the purposes of supporting the City’s 2022 Economic Development Strategy, which identifies the implementation of the Hardman Triangle Redevelopment Plan as a key Economic Development Policy Goal.

ATTACHMENTS:

Orientation / Parcel Map

Resolution 2024 – 14

Purchase Agreement

ORIENTATION / PARCEL MAP



South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2024 – 14

**RESOLUTION AUTHORIZING THE APPROVAL OF A PURCHASE AGREEMENT
BETWEEN THE SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY AND
VO-DANG FAMILY REVOCABLE TRUST**

WHEREAS, the South St. Paul Economic Development Authority (the “EDA”) is authorized pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the “EDA Act”) to acquire right, title, and interest in real property for economic development purposes; and

WHEREAS, the EDA has identified certain property within the City of South St. Paul (the “City”), Dakota County, Minnesota, as legally described on attached Exhibit A (the “Real Property”), for assembly with adjacent EDA-owned lands to facilitate economic development in the City; and

WHEREAS, the EDA desires to acquire fee simple title to the Real Property from the Vo-Dang Family Revocable Trust (the “Seller”) in order to facilitate economic development; and

WHEREAS, the EDA has reviewed and considered a Purchase Agreement for the Real Property and has determined that it is in the EDA’s and the City’s best interests to execute the Purchase Agreement and acquire fee simple title to the Real Property.

NOW, THEREFORE, BE IT RESOLVED by the South St. Paul Economic Development Authority as follows:

1. That the Purchase Agreement Between the EDA and the Seller represents a freely negotiated purchase and sale of the Real Property which has been made available on the open market; and
2. That the Purchase Agreement is approved, subject to minor modifications by the City Attorney; and
3. That the Executive Director and President of the EDA are authorized and directed to execute the Purchase Agreement on behalf of the EDA; and
4. That the Executive Director, City Attorney, and President are authorized to take those actions necessary and customary to effectuate the purchase herein contemplated.

Adopted this 15th day of July, 2024.

James P. Francis
President

Ryan Garcia
Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The Land is described as follows:

Parcel 1

That part of the following described property which lies Northwesterly of Line A described herein:

That part of Lot 1, Auditor's Subdivision No. 8, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks 1-12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet to the point of beginning of the parcel to be described; thence Northeasterly at right angle and on an assumed bearing of North 63 degrees 00 minutes 18 seconds East, 141.75 feet; thence Northwesterly at right angle 157.90 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.00 feet; thence Northeasterly at right angle 50.00 feet; thence Northwesterly at right angle 59.35 feet to a point hereinafter referred to as Point A; thence begin again at the afore described point of beginning; thence South 63 degrees 00 minutes 18 seconds West, 34.06 feet, more or less, to the Easterly right-of-way line of State Trunk Highway No. 56, as monumented and established by the Minnesota Department of Transportation; thence North 26 degrees 55 minutes 59 seconds West along said right-of-way line 222.71 feet; thence North 26 degrees 55 minutes 59 seconds West along the Northwesterly production of said right-of-way line 207.92 feet; thence North 63 degrees 35 minutes 04 seconds East, 202.94 feet to the afore described Point A and there terminating.

Line A:

Commencing at the Southeast corner of Block 1; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet; thence Northeasterly at right angle and on an assumed bearing of North 63 degrees 00 minutes 18 seconds East, 141.75 feet; thence Northwesterly at right angle 157.90 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 5.77 feet to the point of beginning of Line A to be described; thence Southwesterly at a right angle to the intersection with the Southwesterly boundary of the above described property and there terminating.

Parcel 2

Parcel A: Shipper's Club Property

That part of Lots 1, 5 and 6, Auditor's Subdivision No. 8, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks 1-12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right

angle 593.58 feet to the point of beginning of the parcel to be described; thence Northeasterly at right angle and on an assumed bearing of North 63 degrees 00 minutes 18 seconds East, 141.75 feet; thence Northwesterly at right angle 157.90 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 5.77 feet; thence Southwesterly at a right angle 153.12 feet; thence S 26 degrees 55 minutes 59 seconds E 32.29 feet to an angle point in the Easterly right-of-way line of S.T.H. No. 56, as monumented and established by the Minnesota Department of Transportation; thence S 26 degrees 55 minutes 59 seconds E, along said right-of-way, 222.71 feet to the intersection with a line which bears S 63 degrees 00 minutes 18 seconds W from the aforesaid point of beginning; thence N 63 degrees 00 minutes 18 seconds E 34.06 feet to the point of beginning and there terminating.

Parcel B: License Parcel

Together with an unexclusive license over the following described property solely for ingress and egress to Parcel A:

Commencing at the Southeast corner of Block 1, Stockyards Rearrangement of Blocks 1-12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced (assumed to have a bearing of South 26 degrees 59 minutes 43 seconds East) a distance of 33.17 feet; thence Northeasterly at right angle 309.0 feet; thence Northwesterly at right angle 751.48 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.0 feet; thence Northeasterly at right angle 50.0 feet; thence Northwesterly at right angle 59.35 feet to a point hereinafter referred to as Point A; thence continuing on the last described course 13.15 feet; thence Northeasterly at right angle 2.0 feet; thence Northwesterly at right angle 13.0 feet; thence Southwesterly at right angle 177.81 feet to a point hereafter referred to as Point B; thence North 63 degrees 00 minutes 17 seconds East, 177.81 feet; thence North 26 degrees 59 minutes 43 seconds West 91 feet; thence North 63 degrees 00 minutes 17 seconds East, 11.50 feet; thence North 26 degrees 59 minutes 43 seconds West, 63 feet; thence North 63 degrees 00 minutes 17 seconds East 93.46 feet, to a point which is 8.0 feet Westerly of, measured at right angle to, the center line of a spur track as located on May 9, 1980; thence North 10 degrees 33 minutes 19 seconds West, along a line parallel with the center of said spur track, 26.87 feet to the point of beginning of the sideline to be described, said point is on an 80.5 foot radius nontangential curve, the center of circle of which bears North 1 degree 40 minutes 29 seconds West, from last said point; thence Northwesterly along said curve, central angle 29 degrees 46 minutes 37 seconds a distance of 41.84 feet; thence North 61 degrees 53 minutes 52 seconds West, tangent to said curve, 38.16 feet; thence Westerly along a tangential compound curve concave to the South, the first arc of said curve having a radius of 130.74 feet, central angle 32 degrees 00 minutes 00 seconds a distance of 73.02 feet to a point of compound curve; thence along the second arc of said compound curve, radius 111.38 feet, central angle 32 degrees 00 minutes 00 seconds a distance of 62.21 feet; thence South 54 degrees 06 minutes 08 seconds West, tangent to said curve, 68.21 feet to the beginning of a tangential curve concave to the east, radius 57.5 feet, central angle 81 degrees 01 minute 00 seconds a distance of 81.31 feet; thence South 26 degrees 54 minutes 52 seconds East, tangent to said curve, 26.71 feet; thence South 25 degrees 48 minutes 51 seconds East, 196.85 feet to aforesaid Point B; thence continuing South 25 degrees 48 minutes 51 seconds East to the intersection with a line drawn between aforesaid Point A and the following described Point C:

Point C:

Commencing at the Southeast corner of Block 1, The Stockyard Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along said Easterly line of Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet; thence South 63 degrees 00 minutes 18 seconds West, 34.06 feet more or less to the Easterly right-of-way line of S.T.H. No. 56 as monumented and established by the Minnesota Department of Transportation; thence North 26 degrees 55 minutes 59 seconds West, along said right-of-way line, 222.71 feet; thence North 26 degrees 55 minutes 59 seconds West along the Northwesterly production of said right-of-way line 207.92 feet to Point C that was to be described, thence S 26 degrees 59 minutes 42 seconds E, 175.37 feet and there terminating.

Thence beginning again from the aforescribed point of beginning said side line runs Easterly 54.42 feet along an 80.5 foot radius nontangential curve, the center of circle of which bears North 1 degree 40 minutes 29 seconds West from said point of beginning; thence Northeasterly, tangent to said curve 49.58 feet to the Westerly right-of-way line of Hardman Avenue and there terminating.

The sidelines of the Northerly end of said Easement are to be prolonged or shortened so as to terminate on the Westerly right-of-way line of Hardman Avenue.

Provided however, that Purchaser's interest in said Parcel B shall terminate upon written notice from seller, its

successors or assigns, in the event Parcel A has access to a public roadway or in the event seller provides some easement or license over other property that provides Parcel A with access to a public roadway. Seller shall have the right to pave, resurface, relocate, or otherwise modify the parcel licensed hereby as long as such changes do not materially impair purchaser's access to Parcel A. Both seller and purchaser covenant to indemnify and hold the other harmless from and against any and all claims, liabilities, damages, expenses, including reasonable attorney's fees, suits, obligations, judgments and settlements and any and all other obligations resulting from or arising in connection with its use or occupancy or the licensed parcel occasioned wholly or in part by any act or omission of it, its agents, contractors, employees or invitees.

Abstract Property

240 Concord Street North, South St. Paul, Minnesota

PIDS: 36-03800-00-010 and 36-03800-00-060

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this “**Agreement**”) is made as of July _____, 2024 (the “**Effective Date**”) by and between Tan Vo and Trang Dang, as Trustees of the Vo-Dang Family Revocable Trust (“**Seller**”) and South St. Paul Economic Development Authority, a Minnesota public body, corporate and politic (“**Buyer**”).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SALE AND PURCHASE OF PROPERTY. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, the following property (collectively, the “**Property**”):
 - a. Real Property. An approximately 1.75-acre parcel of land owned by Seller and located in South St. Paul (the “**City**”), Dakota County, Minnesota, as legally described on Exhibit A attached hereto, (the “**Real Property**”), together with (a) all fences, buildings, dwellings, fixtures and other improvements thereon (collectively, the “**Improvements**”); and (b) all easements, mineral rights, air rights, and other rights benefiting or appurtenant to the Real Property and Improvements (the “**Related Rights**”).
2. PURCHASE PRICE AND MANNER OF PAYMENT. The total purchase price (“**Purchase Price**”) to be paid by the Buyer to the Seller for the Property shall be Three Million Seven Hundred Fifty Thousand and No/100 Dollars (\$3,750,000). The Purchase Price shall be payable as follows:
 - a. Earnest Money. Five Hundred Thousand and No/100 Dollars (\$500,000.00) earnest money paid within five (5) business days after the Effective Date (the “**Earnest Money**”) to LandTitle, LLC, 2200 W. County Road C, Suite 2205, Attention: Dennis Unger, Phone (651) 697-6114 (the “**Title Company**”) to be held in escrow by the Title Company pursuant to the terms of this Agreement. The Earnest Money shall be credited against the Purchase Price at the Closing (as defined in **Section 5** below), provided that this Agreement is not terminated pursuant to the provisions hereof.

Title Company shall act as escrow agent with respect to the Earnest Money. All costs of Title Company, if any, with respect to the escrow shall be borne by Buyer.

- b. Earnest Money Release. Upon expiration of the Due Diligence Deadline and the Seller’s completion of all the items in **Section 3(b)**, the Earnest Money shall become non-refundable to Buyer, except in the event of a default by Seller under this Agreement.
- c. Balance. The balance of the Purchase Price (the difference between the Purchase Price minus the Earnest Money, plus or minus any credits or prorations required hereunder) shall be paid in cash or wire transfer at the Closing.
- d. Apportionment for Tax Purposes. The Purchase Price shall be apportioned for tax purposes as follows:

Vo-Dang Family Trust	\$1,950,000.00
Concord Poultry, Inc. (lease termination)	\$1,500,000.00

Concord Meat Partnership, LLP (lease termination) \$300,000.00

3. CONTINGENCIES. The obligations of Buyer under this Agreement are conditional upon satisfaction or waiver by Buyer of each of the following by the respective dates indicated, any of which may be waived in whole or in part by Buyer in writing on or before the Closing Date or the Due Diligence Deadline (both as defined below) as applicable:
- a. Title. Title shall have been found acceptable by Buyer, or been made acceptable, in accordance with the requirements and terms of **Section 4** below.
 - b. Performance of Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement, including without limitation the following:
 - i. Access. Seller shall allow Buyer access to the Property without charge and at all reasonable times for the purpose of investigation and testing. Buyer shall pay all other costs and expenses of such investigation and testing and shall indemnify and hold Seller and the Property harmless from all costs, liabilities, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement, and shall repair any damage caused by invasive testing provided, however, that such indemnification shall not extend to the discovery, uncovering or remediation of any conditions (including without limitation, the existence or use of any hazardous materials, as defined in **Section 9(e)** below) which pre-existed Buyer's inspections.
 - ii. Due Diligence Deadline. On or before November 29, 2024 (the "**Due Diligence Deadline**"), all lease(s) shall be terminated by Seller and all tenants, their operations and all related equipment and materials shall vacate the Property at Seller's sole cost and expense. There shall be no other leases or occupancy agreements in effect with respect to the Property after the Due Diligence Deadline. Seller shall provide Buyer with executed copies of Estoppel Certificates, in a form approved by Buyer, for Seller and any tenants or sub-tenants on or before the Due Diligence Deadline (collectively "**Estoppel Certificates**"). Upon receipt of the Estoppel Certificates by Buyer, Seller shall provide Buyer the opportunity to inspect the Property to confirm the Property is vacant.
 - c. Representations and Warranties. The representations and warranties of Seller in this Agreement will be true now and on the Closing Date as if made on the Closing Date, and Seller shall have delivered to Buyer at Closing (as defined in **Section 5** hereof) a certificate (to be prepared by Buyer's counsel, at Buyer's expense) dated as of the Closing Date, signed by an authorized representative of Seller, certifying that such representations and warranties are materially true, as of the Closing Date (the "**Bring-down Certificate**").

If any condition set forth in this **Section 3** has not been satisfied or waived by Buyer on or before the expiration of the date set forth therein for satisfaction (i.e. the Due Diligence Deadline, or if no date is stated, then the Closing Date) then Buyer may, at Buyer's option, terminate this Agreement at any time on or before the Due Diligence Deadline or the Closing Date, as applicable, by notice to Seller. Upon receipt of such notice from Buyer, the Title Company shall promptly return all Earnest Money to Buyer. Upon such termination, neither Seller nor Buyer shall have further rights or obligations under this Agreement,

except for the covenants made in **Section 13** and the remedies contained in **Section 11** below, all of which shall survive termination of this Agreement, whether such termination is effected by Seller or Buyer (the “**Surviving Covenants**”).

4. **TITLE MATTERS.** Title examination shall be conducted as follows:

a. **Title Evidence.** The following shall constitute the “**Title Evidence**”:

- i. Title Insurance Commitment obtained by Buyer. (“**Title Commitment**”); and
- ii. Survey obtained by Buyer. (“**Survey**”).
- iii. **Buyer’s Objections.** No later than the thirty (30) days after receipt of the Title Commitment and Survey, Buyer shall notify Seller in writing of any objections to marketability of title (“**Objections**”) disclosed in the Title Evidence. If any Objections are not cured prior to the Closing Date, Buyer will have the option to do either of the following by notice provided to Seller:
 - 1) Terminate this Agreement on or before the Closing Date. Upon receipt of such notice from Buyer, all Earnest Money shall be promptly returned to Buyer. Upon such termination, neither Seller nor Buyer shall have any further rights or obligations under this Agreement; or
 - 2) Waive the Objections and close the transaction contemplated by this Agreement as if such Objections had not been made.
- iv. **Title Policy.** At Buyer’s option, Buyer may obtain and pay the premium at Closing of an owner’s title insurance policy (“**Title Policy**”) issued by the Title Company pursuant to the Title Commitment.

5. **CLOSING PROCEDURES.** The closing of the purchase and sale contemplated by this Agreement (the “**Closing**”) shall occur on or before December 16, 2024 (the “**Closing Date**”). The Closing shall take place through escrow at the offices of the Title Company. The parties contemplate that the Closing will be conducted via escrow instructions given to the Title Company.

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

- i. **Trustee’s Deed.** A trustee’s deed conveying title to the Property to Buyer, free and clear of all encumbrances, other than those encumbrances not objected to or waived pursuant to **Section 4** (the “**Trustee’s Deed**”);
- ii. **Seller’s Affidavit.** An Affidavit by Seller indicating that on the Closing Date 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 there are no other unrecorded interests in the Property, together with whatever standard owner’s affidavit as may be required by Title Company to issue the Title Policy in the form required by **Section 4** hereof;

- iii. FIRPTA Affidavit. A nonforeign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations;
 - iv. Well Disclosure Statement. A Well Disclosure Statement, properly executed and in recordable form, disclosing any wells existing on the Property or, if no wells, a statement to that effect on the Deed;
 - v. Bring-Down Certificate. The Bring-Down Certificate;
 - vi. Closing Statement. A settlement statement consistent with this Agreement;
 - vii. Possession. Seller will deliver complete and sole possession of the Property at the Closing Date to Buyer; and
 - viii. Other Documents. All other documents reasonably determined by the Title Company to be necessary to transfer the Property to Buyer free and clear of all encumbrances, except those encumbrances identified in the Title Commitment, and not objected to or waived pursuant to **Section 4** herein.
- 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 balance of the Purchase Price to be paid as required by **Section 2** hereof;
 - ii. General Assignment. The General Assignment, in which the Buyer will assume all of Seller's obligations in the interests assigned therein, arising on and after the Closing Date;
 - iii. Closing Statement. A settlement statement consistent with this Agreement; and
 - iv. Title Documents. Such affidavits of Buyer or other documents as may be reasonably required by the Title Company in order to record the Seller's Closing Documents and issue the Title Policy required by **Section 4** above.
6. PRORATIONS. Seller and Buyer shall make the following prorations and allocations at Closing:
- a. Title Insurance, Escrow and Closing Fee. Buyer has paid for the Title Commitment and the cost of the premium for the Title Policy and for the cost of the Survey. Seller and Buyer shall share equally the closing fee or charge imposed by the Title Company or its designated closing agent.
 - b. Deed Tax. Seller shall pay all state deed tax due in connection with the recording of the Trustee's Deed contemplated herein.
 - c. Real Estate Taxes and Special Assessments. Seller shall pay or cause to be paid all general real estate taxes payable in the years prior to the year in which the Closing occurs, and any deferred real estate taxes. Seller and Buyer shall prorate the general real estate taxes payable in the year of the Closing as of the Closing Date based upon the calendar year. Seller shall pay, on or

before the Closing Date, all of the following special assessments levied against the Real Property:

- 1) 36-03800-00-060 2012 Sewer Septic Levied Assessment of \$17,621.00.

Seller and Buyer shall prorate as of the date of Closing the following levied special assessments:

- 1) 36-03800-00-010 2023 Street Improvement Assessment of \$423.00.
- 2) 36-03800-00-060 2023 Street Improvement Assessment of \$948.60.

- d. Recording Costs. Seller will pay the cost of recording all documents in connection with any title matters, except for the cost of recording of the Trustee's Deed, which will be Buyer's cost.
 - e. Due Diligence and Financing Costs. Buyer shall be responsible for all costs and expense of its due diligence and all costs incurred with respect to its financing.
 - f. Leases/Occupancy Rights. Seller shall be solely obligated for all costs and expenses of terminating all leases and occupancy rights with respect to the Property.
 - g. Attorneys' Fees. Each party shall pay its own attorneys' fees in connection with the preparation and negotiation of this Agreement and the Closing. Notwithstanding the forgoing, a party defaulting under this Agreement or any of its respective Closing Documents shall pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.
7. INTERIM ACTIONS. After the Effective Date and until the Closing (or the earlier termination of this Agreement (the "**Executory Period**"), Seller will refrain from (i) creating or incurring any mortgage, lien, pledge or other encumbrance in any way affecting the Property other than those matters which Seller agrees to cause to be released prior to the Closing; (ii) executing any contracts, leases, or other agreements regarding the Property that shall not be terminated or concluded before the Closing; (iii) committing any waste or nuisance upon the Property; (iv) executing any other document that obligates the owner of the Property after the date of the Closing; or (v) recording any document against the Property for purposes other than the clearing or removal of liens or encumbrances without the prior written consent of Buyer, which may be withheld in its sole discretion. During such period, Seller will use reasonable efforts to cause the Property to be maintained in a neat condition, and Seller will observe all applicable laws, ordinances, regulations and restrictions affecting the Property.
8. DAMAGE. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact, and, at Buyer's option (to be exercised by written notice to Seller within thirty (30) days after the date of Seller's notice), this Agreement shall terminate, in which event Title Company shall promptly return the Earnest Money to Buyer. Upon such termination and return, neither Seller nor Buyer shall have any further rights or obligations under this Agreement, except for the Surviving Covenants. If Buyer does not elect to terminate this Agreement despite such damage, or if the Property is damaged but not substantially, Seller shall promptly and diligently commence to repair such damage or destruction and return the Property to its condition prior to such damage as reasonably possible. If such damage shall be completely repaired prior to the Closing Date, then there shall be no reduction in the Purchase Price, and Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date, then Buyer shall complete the repairs

after the Closing Date and shall be entitled to receive the proceeds of all insurance related to Buyer's completion of such repairs. For purposes of this Section, the phrase "substantially damaged" shall mean damage that would cost (as so determined by an independent architect or other person mutually acceptable to Buyer and Seller) Fifty Thousand and No/100 Dollars (\$50,000.00) or more to repair.

9. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller, represents and warrants to Buyer as of the date of this Agreement, and as of the Closing Date as follows:

- a. Authority. Seller's execution and delivery of this Agreement and consummation of the transaction contemplated by this Agreement are within Seller's authority and capacity and all requisite action has been taken to make this Agreement a valid and binding obligation of Seller in accordance with its terms.
- b. No Legal Bar. To Seller's actual knowledge, Seller's execution of this Agreement and consummation of the transaction contemplated hereby does not and will not (i) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, or (ii) violate any applicable law.
- c. No Litigation or Actions. There are no actions, suits, proceedings, or investigations pending or, to Seller's actual knowledge, threatened against the Property or any portion thereof, or any pending or threatened condemnation, federal forfeiture action or similar proceeding affecting the Property or any portion thereof, nor is Seller aware of any event which could give rise to a federal forfeiture action concerning the Property.
- d. Title. Seller is the holder of good and marketable fee simple and record title to the Property, free and clear of all liens, claims, encumbrances and restrictions except those which are filed of record against the Property. To Seller's actual knowledge, no circumstance or event exists that may allow any governmental authority to seize the Property under any civil or criminal law authorizing seizure or forfeiture.
- e. No Hazardous Material. Except as disclosed in the Documents, Seller has not received any notice and to Seller's actual knowledge no portion of the Property has ever been used by Seller or a previous owner and/or operator to generate, manufacture, refine, transport, treat, store, handle or dispose of hazardous material in violation of applicable laws, whether used in construction or stored on the Property, and Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority concerning any intentional or unintentional action or omission which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous material on the Property. The term "hazardous material" as used in this Agreement means any flammable or explosive materials, petroleum or petroleum products, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable governmental law or regulations.
- f. No Violations of Law. To Seller's actual knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any governmental authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or its proposed development.

- g. Solvency. Seller and any entity or person that owns or controls Seller are not bankrupt or insolvent under any applicable federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and have not been threatened by creditors with an involuntary application of any applicable bankruptcy, receivership or creditor protection statute.
- h. No Contrary Property Rights. No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Property and Seller has not entered into any other contracts for the sale of all or any portion of the Property with any third party.
- i. Methamphetamine Disclosure. To Seller's actual knowledge, Seller is not aware of any methamphetamine production occurring on the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 152.0275, Subd. 2(m).
- j. Well Disclosure; Sewer Treatment System Disclosure. To Seller's actual knowledge, there is no "Well," as defined in Minn. Stat. § 1031.005, Subd. 21, on the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 115.55, Subd. 6. To Seller's actual knowledge, there is no individual sewage treatment system ("**system**"), as defined in Minn. Stat. § 115.55, Subd. 1, on the Property
- k. Above and Underground Storage Tanks. To Seller's actual knowledge, there are no known underground or above ground tanks located in or about the Property.
- l. FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code.

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 attorneys' fees that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after the Closing.

10. BUYER'S REPRESENTATIONS AND WARRANTIES.

- a. Authority. Buyer's execution and delivery of this Agreement and consummation of the transaction contemplated by this Agreement are within Buyer's authority and capacity and all requisite action has been taken to make this Agreement a valid and binding obligation of Buyer in accordance with its terms.
- b. No Legal Bar. To Buyer's actual knowledge, Buyer's execution of this Agreement and consummation of the transaction contemplated hereby does not and will not (i) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party, or (ii) violate any applicable law.

11. DEFAULT/REMEDIES. Time is of the essence of this Agreement. If Buyer defaults in performance of its obligations under this Agreement, as its sole and exclusive remedies, Seller shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21 and to obtain the Earnest Money as liquidated damages. Except for Seller's right to receive the Earnest Money as provided in preceding sentence, Seller waives all other rights and remedies including the right to recover damages

and the right to seek specific performance. Notwithstanding any provision herein and without limiting Seller's rights in the preceding sentence, Seller shall be entitled to all rights and remedies available at law or in equity (but excluding lost profits or exemplary or punitive damages) for Buyer's breach of any representation, warranty, indemnity or other agreement which survives the Closing or the termination of this Agreement.

If Seller defaults in performance of its obligations under this Agreement, as its sole and exclusive remedies, Buyer shall have the right to either: (a) terminate this Agreement by written notice delivered to Seller, in which event the Earnest Money will be refunded to Buyer; or (b) enforce specific performance of this Agreement provided such action is commenced not later than one (1) year after the date such default. Notwithstanding any provision herein and without limiting Buyer's rights in the preceding sentence, Buyer shall be entitled to all rights and remedies available at law or in equity (but excluding lost profits or exemplary or punitive damages) for Seller's breach of any representation, warranty, indemnity or other agreement which survives the Closing or the termination of this Agreement.

12. SURVIVAL. All of the covenants, representations and warranties made in this Agreement, or in any schedule, exhibit, certificate, or document delivered in connection with this Agreement will survive and be enforceable after Closing, except that Buyer's and Seller's respective representations and warranties shall expire and terminate 24 months after the Closing Date.
13. REAL ESTATE BROKERS. Buyer and Seller hereby represent that neither party is represented by a Real Estate Broker and no commissions shall be paid under this Agreement.
14. ASSIGNABILITY. Buyer reserves the right to, at Buyer's sole discretion, (i) assign all or part of its interest in this Agreement to an affiliate of Buyer or to any entity in which Buyer holds an ownership interest; or (ii) establish a separate entity to acquire or hold title to all or part of the Property and to assign all or part of its interest in this Agreement to such entity for such purpose. No such assignment or transfer will relieve Buyer of its obligations under this Agreement. Notwithstanding the foregoing, neither Seller nor Buyer may assign its rights under this Agreement for any other purpose, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. NOTICES. Any notice required or permitted to be given hereunder will be properly given in accordance with this Agreement, if it is mailed, by United States certified mail, return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

16.

To Seller: Tan Vo & Trang Dang
 3385 Richmond Bay
 Woodbury, MN 553129
 Email: tvo570@gmail.com

With a copy to: George A. LeTendre
 LeTendre Law
 3820 Cleveland Avenue North
 Suite 500
 Saint. Paul, MN 55112
 george@letendrelaw.com

To Buyer: South St. Paul Economic Development
Authority
125 3rd Avenue North
South St. Paul, MN 55075
Attn: Ryan Garcia
Email: rgarcia@southstpaul.com

17.

With a copy to: LeVander, Gillen & Miller
1305 Corporate Center Drive
Eagan, MN 55121
Attn: Amanda Johnson
E-mail: ajohnson@levander.com

Notice shall be effective, and the time for response to any notice by the other party shall commence to run, one (1) business day after any such mailing or deposit. Either Seller or Buyer may change its address for the service of notice by giving notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change. Notwithstanding the foregoing, any party may give any other party written notice hereunder by any means other than by United States registered or certified mail or overnight courier, which is reasonably calculated to reach the other party, including but not limited to hand delivery or email transmission. Notice given by hand delivery, and notice given via email with confirmation of receipt, shall be effective as of the day of delivery or transmission if said notice is delivered or transmitted before or during regular business hours (i.e., 9:00 a.m. through 5:00 p.m. central time, Monday through Friday, excluding office holidays), or the day after delivery or email transmission with confirmation of receipt if delivered or transmitted after regular business hours.

18. CAPTIONS. The Section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
19. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between Seller and Buyer and supersedes any prior oral or written agreements between them regarding the Property. There are no oral agreements that change this Agreement, and no amendment of any of its terms will be effective unless in writing and executed by both Seller and Buyer.
20. JOINT AND SEVERAL. If the term "Seller," includes more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Seller.
21. LIMITATION OF LIABILITY. Upon Closing, Buyer shall neither assume nor undertake to pay, satisfy or discharge any liabilities, obligations or commitments of any Seller other than those specifically agreed to between the parties and set forth in this Agreement.
22. BINDING EFFECT. This Agreement binds and benefits the Seller and Buyer and their respective successors and permitted assigns.
23. CONTROLLING LAW. This Agreement has been made under, and will be interpreted and controlled by, the laws of the State of Minnesota.

24. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
25. ELECTRONIC SIGNATURES. This Agreement may be executed with signatures transmitted by email or other electronic means and shall constitute a binding agreement with such signatures.
26. COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.
27. 1031 TAX DEFERREDEXCHANGE . It is the intent of the Seller to effect a tax-deferred exchange under the terms of Section 1031 of the Internal Revenue Code. Seller shall have the right to structure the sale of the property as a 1031 Tax Deferred Exchange and all other parties agree to accommodate this desire. This purchase agreement/contract shall be assigned to Land Title Exchange, LLC to accommodate a 1031 Tax Deferred Exchange. This purchase agreement/contract shall constitute notice within the meaning of Section 1.1031 (k)-1(g) (4) (v) of the Income Tax Regulations.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land is described as follows:

Parcel 1

That part of the following described property which lies Northwesterly of Line A described herein:

That part of Lot 1, Auditor's Subdivision No. 8, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks 1-12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet to the point of beginning of the parcel to be described; thence Northeasterly at right angle and on an assumed bearing of North 63 degrees 00 minutes 18 seconds East, 141.75 feet; thence Northwesterly at right angle 157.90 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.00 feet; thence Northeasterly at right angle 50.00 feet; thence Northwesterly at right angle 59.35 feet to a point hereinafter referred to as Point A; thence begin again at the afore described point of beginning; thence South 63 degrees 00 minutes 18 seconds West, 34.06 feet, more or less, to the Easterly right-of-way line of State Trunk Highway No. 56, as monumented and established by the Minnesota Department of Transportation; thence North 26 degrees 55 minutes 59 seconds West along said right-of-way line 222.71 feet; thence North 26 degrees 55 minutes 59 seconds West along the Northwesterly production of said right-of-way line 207.92 feet; thence North 63 degrees 35 minutes 04 seconds East, 202.94 feet to the afore described Point A and there terminating.

Line A:

Commencing at the Southeast corner of Block 1; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet; thence Northeasterly at right angle and on an assumed bearing of North 63 degrees 00 minutes 18 seconds East, 141.75 feet; thence Northwesterly at right angle 157.90 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 5.77 feet to the point of beginning of Line A to be described; thence Southwesterly at a right angle to the intersection with the Southwesterly boundary of the above described property and there terminating.

Parcel 2

Parcel A: Shipper's Club Property

That part of Lots 1, 5 and 6, Auditor's Subdivision No. 8, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks 1-12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet to the point of beginning of the parcel to be described; thence Northeasterly at right angle and on an assumed

bearing of North 63 degrees 00 minutes 18 seconds East, 141.75 feet; thence Northwesterly at right angle 157.90 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 5.77 feet; thence Southwesterly at a right angle 153.12 feet; thence S 26 degrees 55 minutes 59 seconds E 32.29 feet to an angle point in the Easterly right-of-way line of S.T.H. No. 56, as monumented and established by the Minnesota Department of Transportation; thence S 26 degrees 55 minutes 59 seconds E, along said right-of-way, 222.71 feet to the intersection with a line which bears S 63 degrees 00 minutes 18 seconds W from the aforescribed point of beginning; thence N 63 degrees 00 minutes 18 seconds E 34.06 feet to the point of beginning and there terminating.

Parcel B: License Parcel

Together with an unexclusive license over the following described property solely for ingress and egress to Parcel A:

Commencing at the Southeast corner of Block 1, Stockyards Rearrangement of Blocks 1-12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced (assumed to have a bearing of South 26 degrees 59 minutes 43 seconds East) a distance of 33.17 feet; thence Northeasterly at right angle 309.0 feet; thence Northwesterly at right angle 751.48 feet; thence Southwesterly at right angle 11.0 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.0 feet; thence Northeasterly at right angle 50.0 feet; thence Northwesterly at right angle 59.35 feet to a point hereinafter referred to as Point A; thence continuing on the last described course 13.15 feet; thence Northeasterly at right angle 2.0 feet; thence Northwesterly at right angle 13.0 feet; thence Southwesterly at right angle 177.81 feet to a point hereafter referred to as Point B; thence North 63 degrees 00 minutes 17 seconds East, 177.81 feet; thence North 26 degrees 59 minutes 43 seconds West 91 feet; thence North 63 degrees 00 minutes 17 seconds East, 11.50 feet; thence North 26 degrees 59 minutes 43 seconds West, 63 feet; thence North 63 degrees 00 minutes 17 seconds East 93.46 feet, to a point which is 8.0 feet Westerly of, measured at right angle to, the center line of a spur track as located on May 9, 1980; thence North 10 degrees 33 minutes 19 seconds West, along a line parallel with the center of said spur track, 26.87 feet to the point of beginning of the sideline to be described, said point is on an 80.5 foot radius nontangential curve, the center of circle of which bears North 1 degree 40 minutes 29 seconds West, from last said point; thence Northwesterly along said curve, central angle 29 degrees 46 minutes 37 seconds a distance of 41.84 feet; thence North 61 degrees 53 minutes 52 seconds West, tangent to said curve, 38.16 feet; thence Westerly along a tangential compound curve concave to the South, the first arc of said curve having a radius of 130.74 feet, central angle 32 degrees 00 minutes 00 seconds a distance of 73.02 feet to a point of compound curve; thence along the second arc of said compound curve, radius 111.38 feet, central angle 32 degrees 00 minutes 00 seconds a distance of 62.21 feet; thence South 54 degrees 06 minutes 08 seconds West, tangent to said curve, 68.21 feet to the beginning of a tangential curve concave to the east, radius 57.5 feet, central angle 81 degrees 01 minute 00 seconds a distance of 81.31 feet; thence South 26 degrees 54 minutes 52 seconds East, tangent to said curve, 26.71 feet; thence South 25 degrees 48 minutes 51 seconds East, 196.85 feet to aforesaid Point B; thence continuing South 25 degrees 48 minutes 51 seconds East to the intersection with a line drawn between aforesaid Point A and the following described Point C:

Point C:

Commencing at the Southeast corner of Block 1, The Stockyard Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of South St. Paul, Dakota County, Minnesota; thence Southeasterly along said Easterly line of Block 1 produced 33.17 feet; thence Northeasterly at right angle 167.25 feet; thence Northwesterly at right angle 593.58 feet; thence South 63 degrees 00 minutes 18 seconds West, 34.06 feet more or less to the Easterly right-of-way line of S.T.H. No. 56 as monumented and established by the Minnesota Department of Transportation; thence North 26 degrees 55 minutes 59 seconds West, along said right-of-way line, 222.71

feet; thence North 26 degrees 55 minutes 59 seconds West along the Northwesterly production of said right-of-way line 207.92 feet to Point C that was to be described, thence S 26 degrees 59 minutes 42 seconds E, 175.37 feet and there terminating.

Thence beginning again from the aforescribed point of beginning said side line runs Easterly 54.42 feet along an 80.5 foot radius nontangential curve, the center of circle of which bears North 1 degree 40 minutes 29 seconds West from said point of beginning; thence Northeasterly, tangent to said curve 49.58 feet to the Westerly right-of-way line of Hardman Avenue and there terminating.

The sidelines of the Northerly end of said Easement are to be prolonged or shortened so as to terminate on the Westerly right-of-way line of Hardman Avenue.

Provided however, that Purchaser's interest in said Parcel B shall terminate upon written notice from seller, its successors or assigns, in the event Parcel A has access to a public roadway or in the event seller provides some easement or license over other property that provides Parcel A with access to a public roadway. Seller shall have the right to pave, resurface, relocate, or otherwise modify the parcel licensed hereby as long as such changes do not materially impair purchaser's access to Parcel A. Both seller and purchaser covenant to indemnify and hold the other harmless from and against any and all claims, liabilities, damages, expenses, including reasonable attorney's fees, suits, obligations, judgments and settlements and any and all other obligations resulting from or arising in connection with its use or occupancy or the licensed parcel occasioned wholly or in part by any act or omission of it, its agents, contractors, employees or invitees.

Abstract Property

240 Concord Street North, South St. Paul, Minnesota

PIDS: 36-03800-00-010 and 36-03800-00-060