



**INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY AGENDA
SPECIAL MEETING
MONDAY, JUNE 8, 2015
CITY COUNCIL CHAMBERS
6:00 P.M.**

1. CALL TO ORDER

2. ROLL CALL

3. REGULAR AGENDA

A. Public Hearing to Consider the Creation of Economic Development District No. 8:

1) Resolution Approving the Creation of Economic Development District No. 8

2) Resolution Approving a Purchase Agreement Between the Inver Grove Heights EDA and Christopher and Luci Shipton

4. ADJOURN

**MEMO
CITY OF INVER GROVE HEIGHTS**

TO: Inver Grove Heights Economic Development Authority
FROM: Thomas J. Link, Director of Community Development *TL*
DATE: June 3, 2015 for Special EDA Meeting of June 8, 2015
SUBJECT: Actions Pertaining to the City Acquisition of the Shipton Property

PURPOSE/ACTION REQUESTED

The Inver Grove Heights Economic Development Authority (EDA) is to consider adoption of:

- Resolution Approving the Creation of Economic Development District No. 8, as attached
- Resolution Approving a Purchase Agreement Between the Inver Grove Heights EDA and Christopher and Luci Shipton, as attached

BACKGROUND

Christopher and Luci Shipton, owners of a residence at 4195 – 68th Street East, approached the EDA and expressed an interest in selling their property. The purpose of the acquisition would be economic development. The property is located within one of the ‘catalyst’ redevelopment sites identified in the Concord Neighborhood Plan Update. The EDA would acquire the property and, at some future undetermined time, sell the property for redevelopment. The EDA performed its due diligence, including the preparation of an appraisal and a Phase I environmental assessment. The EDA and the property owner have now completed negotiations and the property owner has signed the purchase agreement.

At its May 11 meeting the EDA adopted the ‘Resolution Calling for a Public Hearing to Consider the Creation of Economic Development District No. 8’. Economic Development District No. 8 consists of just the Shipton property. Other property owners on the block, however, have been notified of the public hearing.

The Planning Commission considered the acquisition on June 2, as required by Minnesota Statutes. The Planning Commission found that the acquisition of the Shipton property is consistent with the comprehensive plan on a vote of 9 ayes and 0 nays.

ANALYSIS

Minnesota Statutes requires that a property be in an economic development district before an EDA can acquire it. Minnesota Statutes also requires that the EDA conduct a public hearing when considering an economic development district

Also enclosed is the purchase agreement and a resolution approving the purchase agreement. The purchase price is \$197,000. The terms of the purchase agreement are summarized in the attached memo from Tim Kuntz.

Recommended funding includes an amount not to exceed \$235,000 from the Host Community Fund. To date \$5,642.60 has been incurred for legal, appraisal, and environmental costs. Estimated future costs include \$197,000 purchase price, \$4,357.40 closing costs, \$3,000.00 legal costs and \$25,000.00 for demolition, for a total of \$229,357.40 in future costs. A resolution authorizing transfers from the Host Community Fund to the EDA will be on the June 8 City Council consent agenda.

CONCLUSION

Staff recommends that the Inver Grove Heights Economic Development Authority (EDA) adopt the:

- Resolution Approving the Creation of Economic Development District No. 8
- Resolution Approving the Purchase Agreement Between the Inver Grove Heights EDA and Christopher and Luci Shipton, as attached

Enc: Resolution Approving the Creation of Economic Development District No. 8
Map of Economic Development District No. 8
Memo from City Attorney Tim Kuntz regarding Purchase Agreement
Resolution Approving a Purchase Agreement between the EDA and Christopher and Luci Shipton
Purchase Agreement
Planning Commission Report of June 2, 2015
Planning Commission Recommendation

cc: Christopher and Luci Shipton

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. _____

RESOLUTION APPROVING CREATION OF
ECONOMIC DEVELOPMENT DISTRICT NO. 8

BE IT RESOLVED by the Board of Commissioners ("Board") of the City of Inver Grove Heights Economic Development Authority (the "Authority") as follows:

Section 1. Recitals.

1.01. Under Minnesota Statutes, Sections 469.090 to 469.1082 (the "EDA Act"), and specifically Section 469.101, subd. 1 thereof, the Authority is authorized to create and define the boundaries of economic development districts at any place or places within the City of Inver Grove Heights, the "City".

1.02. Within the boundaries of such economic development districts, the Authority may exercise any of the powers under the EDA Act.

1.03. The Authority has determined a need to establish Economic Development District No. 8 ("District No. 8") in order to carry out and foster the development of those areas pursuant to the EDA Act.

1.04. On this date, the Authority has held a duly-noticed public hearing regarding the creation of District No. 8, at which all persons were given an opportunity to comment.

Section 2. District Adopted; Further Proceedings.

2.01. The Authority hereby finds that it is proper and desirable to establish and develop District No. 8.

2.02. The boundaries of District No. 8 are described in Exhibit A, which is incorporated by reference.

2.03. Authority staff and consultants are authorized to take all actions necessary to carry out development of District No. 8 in accordance with the EDA Act.

Approved by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 8th day of June, 2015.

Rosemary Piekarski Krech, President

Attest:

Thomas Link, Executive Director

EXHIBIT A

**DISTRICT BOUNDARY FOR
ECONOMIC DEVELOPMENT DISTRICT NO. 8**

The property contained within the boundary of Economic Development District No. 8 is described below:

Lots 16, 18 and 20, Block 1, Wm. F. Krech's Addition to Inver Grove, together with that portion of the vacated Delilah Avenue accruing thereto by reason of said vacation.

Dakota County Tax Parcel ID No.: 20-43250-00-201
4195 - 68th Street East, Inver Grove Heights



Economic Development District No. 8



Boundaries

- City-owned Property
- Sipton Parcel
- Parcel Boundary

0 50 100 150 200 Feet



**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Economic Development Authority
FROM: Timothy J. Kuntz, City Attorney
DATE: June 3, 2015
RE: Purchase of Property by EDA from Christopher A. Shipton and Luci Shipton;
4195 – 68th Street East, Inver Grove Heights
June 8, 2015 EDA Meeting

Section 1. Background. At the June 8, 2015 EDA meeting, the EDA will consider creation of Economic Development District No. 8. The District comprises land owned by Christopher A. Shipton and Luci Shipton. The land owned by the Shiptons is located at 4195 - 68th Street East, Inver Grove Heights, MN 55076 [Property Identification Number 20-43250-00-201]. A legal description of the land is included in the attached Purchase Agreement. At the June 8, 2015 meeting the EDA will also consider approval of the attached Purchase Agreement between the EDA (Buyer) and Christopher and Luci Shipton (Seller).

Section 2. Salient Provisions. The salient provisions of the Purchase Agreement are as follows:

1. The Purchase Price is \$197,000.
2. The Purchase Price of \$197,000 will be paid by Buyer at Closing.
3. The purchase includes the lands and the buildings subject to the right of Seller to remove certain personal property and fixtures and landscaping materials (Excluded Items). The Excluded Items are listed on Exhibit B to the Purchase Agreement.
4. The Closing will occur June 24, 2015.
5. Seller will deliver a Warranty Deed.
6. Seller will remove the Excluded Items by August 31, 2015.
7. Seller will deposit \$5,000 in escrow to assure removal of the Excluded Items.
8. Seller is waiving all relocation benefits and relocation services and moving costs.

9. Real Estate taxes payable in the year 2015 will be prorated as of the Closing Date.
10. Seller will pay off all levied and pending assessments.
11. Seller is indemnifying the Buyer with respect to any environmental condition on the Property that existed prior to the Closing Date.
12. Seller is paying the state deed tax.
13. Buyer is paying for the title commitment and the title insurance premium.
14. Seller and Buyer are entering into a Lease for the property whereby Seller will lease the property from Buyer from the date of closing (June 24, 2015) until August 31, 2015.

Section 3. EDA Action. At the June 8, 2015 EDA meeting, the EDA will be asked to consider the attached *Resolution Approving A Purchase Agreement Between City Of Inver Grove Heights Economic Development Authority And Christopher A. Shipton And Luci Shipton Relating To The Purchase Of Property Located On 68th Street East In Inver Grove Heights, Minnesota Identified As Tax Identification Number 20-43250-00-201* and the attached *Resolution Approving Creation of Economic Development District No. 8.*

Attachments

**CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN CITY OF
INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND
CHRISTOPHER A. SHIPTON AND LUCI SHIPTON RELATING TO THE PURCHASE
OF PROPERTY LOCATED AT 4195 - 68th STREET EAST IN INVER GROVE
HEIGHTS, MINNESOTA IDENTIFIED AS DAKOTA COUNTY TAX
IDENTIFICATION NUMBER 20-43250-00-201**

WHEREAS, Christopher A. Shipton and Luci Shipton own real property located at 4195 - 68th Street East, Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No. 20-43250-00-201 described in the Purchase Agreement attached hereto as Exhibit A (Real Property).

WHEREAS, the City of Inver Grove Heights Economic Development Authority (EDA) desires to purchase the Real Property in order to promote economic development in the City of Inver Grove Heights.

WHEREAS, the EDA and Christopher A. Shipton and Luci Shipton have negotiated the attached Purchase Agreement for the sale of the Real Property by Christopher A. Shipton and Luci Shipton to the EDA for the purchase price of \$197,000.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has created Economic Development District No. 8 to allow the EDA to purchase the Real Property.

WHEREAS, Economic Development District No. 8 includes the Real Property owned by Christopher A. Shipton and Luci Shipton.

WHEREAS, one purpose of Economic Development District No. 8 is to authorize the EDA to acquire (through negotiation) the Real Property within the development district for future economic development purposes, including resale to private parties for redevelopment.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has the power and authority to purchase the Real Property for economic development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority (EDA):

1. The Board of Commissioners of the EDA hereby approves the attached Purchase Agreement with Christopher A. Shipton and Luci Shipton for the Real Property at a purchase price of \$197,000.

2. The President and Executive Director of the EDA are authorized to sign the attached Purchase Agreement between Christopher A. Shipton and Luci Shipton and the EDA.
3. The President and Executive Director of the EDA are authorized to sign all other closing documents that are required of the EDA in connection with the purchase of the Real Property.
4. The Board of Commissioners of the EDA hereby determines that purchase of the Real Property by the EDA will promote economic development.

Adopted by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 8th day of June, 2015.

Rosemary Piekarski Krech, President

ATTEST:

Thomas Link, Executive Director

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Agreement is made this 8th day of June, 2015, by and between **Christopher A. Shipton and Luci Shipton**, husband and wife, (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights Economic Development Authority**, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at **4195 - 68th Street East, Inver Grove Heights, MN 55076 [Property Identification Number 20-43250-00-201]** and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any of the following items of personal property and fixtures to the extent owned by Seller and currently located on the Property: dishwasher, garden bulbs, plants, shrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, curtains-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in electronic air filters, television antennas, water softeners, built in dishwashers, garbage disposals, built in trash compactors, built in ovens, hood fans, intercoms, installed carpeting, work benches, security systems, (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").

2. **Excluded Items.** The personal property and fixtures identified on **Exhibit B** attached hereto shall be retained by the Seller and will **not** be conveyed to Buyer as part of the sale (hereinafter the "**Excluded Items**"). The Excluded Items shall be removed no later than August 31, 2015. Seller is responsible for all costs and expenses associated with removing the Excluded Items from the Property. Buyer shall not be responsible for any costs or expenses associated with the removal of the Excluded Items from the Property. At Closing, Seller shall deposit with the Buyer a cash escrow in the amount of \$5,000 to insure the removal of the Excluded Items by the Seller and to ensure that the Seller has complied with Section 24 hereof by removing all rubbish, debris and other materials prior to August 31, 2015. If the Excluded Items have been removed from the Property on or before August 31, 2015 and if Seller has removed all rubbish, debris and other materials by that same date, Buyer shall return the \$5,000 escrow to the Seller. Prior to the release of the escrowed funds from the Buyer to the Seller, the Buyer shall inspect the Property to confirm the removal of the Excluded Items to the satisfaction of the Buyer and to confirm that all rubbish, debris and other materials have been removed. If the Excluded Items are not removed by Seller by August 31, 2015 or if the rubbish, debris and other materials have not been removed by that same date, Buyer may use the escrowed funds to have the Excluded Items removed from the Property and disposed of as Buyer sees fit in Buyer's sole discretion and Buyer may use the escrowed funds to remove the rubbish, debris and other materials.

3. **Purchase Price.** Subject to Section 7, at Closing, Buyer will pay Seller One Hundred Ninety-Seven Thousand Dollars (\$197,000.00) ("**Purchase Price**").
4. **Relocation Benefits.** Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At closing and as a condition precedent to closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges that Seller will make such waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. Seller has requested that the Property be acquired by Buyer and such request preceded any negotiations by Buyer to acquire the Property. Seller clearly showed an intent to sell the Property on the public market prior to any discussions, inquiries or negotiations by Buyer.

If the transaction set forth by this Agreement is not completed, Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

Buyer acknowledges that it has acquired other property in the general geographic area as the Property. Buyer has not set a specific time limit to acquire the Property or other properties in the general geographic area nor has Buyer determined whether to acquire such properties.

As Buyer and Seller agree that this is a voluntary sale, state and federal law permit the Buyer to request a waiver of relocation benefits from the Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on **Exhibit C** and the final form of which will be subject to the approval of the Buyer. Buyer will arrange for a relocation consultant to meet with the Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If the Seller does not waive relocation benefits, this Agreement will be terminated and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

5. **Date and Location of Closing.** The Date of Closing for the Property shall be June 19, 2015. Closing shall occur at DCA Title located at 1276 South Robert Street West St. Paul, MN 55118 (hereafter "Title Company").
6. **Possession Date.** The Possession Date shall be the Date of Closing. However, Seller's right to possession is subject to the Lease between Seller and Buyer, a copy of which is attached as Exhibit E (the "Lease").
7. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of **One Hundred Ninety-Seven Thousand Dollars (\$197,000.00)** shall be payable by Buyer to Seller on the Closing Date in the form of wire transfer or certified check from the Buyer. **Five Thousand Dollars (\$5,000.00)** of the Purchase Price shall be retained by Buyer in Escrow as security to insure Seller's removal of certain personal property constituting the Excluded Items, other personal property of Seller and all rubbish, debris and refuse from the Property at the end of the Lease term, in the manner described in Section 2 of this Purchase Agreement and as described in Section 2.6 of the Lease.
8. **Property and Environmental Investigation.** Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain any additional environmental information necessary for Buyer to complete its due diligence with respect to the Property. The Buyer's environmental assessment work will begin as soon as reasonably possible after the full execution of this Agreement. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property, and may also procure, at Buyer's expense, a Phase I and/or a Phase II environmental study (the "Environmental Study"). Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of its investigation and the Environmental Study are acceptable to the Buyer, in Buyer's sole discretion. The Buyer agrees to make a determination about the suitability of the environmental condition of the Property **no later than June 12, 2015. IF BUYER DETERMINES, IN BUYER'S SOLE DISCRETION, THAT THE CONDITION OF THE PROPERTY IS UNACCEPTABLE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY IS UNACCEPTABLE ON OR PRIOR TO JUNE 12, 2015, THEN BUYER MAY TERMINATE THIS AGREEMENT BY GIVING SELLER WRITTEN NOTICE OF THE TERMINATION.** Prior to **June 12, 2015**, Seller agrees to give Buyer, and its consultants, reasonable access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, the testing of the soil for the presence or absence of hazardous materials in, on or about the Property, to determine the physical condition of the Property and the buildings

located thereon, and the legal compliance of the Property and to review any other matter related to the Property. In the event the Buyer determines, in its sole discretion, that there exists an unacceptable condition (environmental or otherwise), this Agreement will be null and void at the option of the Buyer. Buyer shall make this determination on or prior to **June 12, 2015**.

9. **Moving Costs.** Seller shall not be entitled to any additional Moving Costs to move Seller's personal property or possessions as part of this transaction.
10. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date subject to Seller's rights of occupancy under the Lease, free of any liens and encumbrances.
11. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the "**Permitted Encumbrances**"):
 - a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Reservations of any minerals or mineral rights to the State of Minnesota;
 - c) The lien of current taxes not yet due and payable;
 - d) Utility easements and road easements existing at the date hereof, which do not interfere with, the existing use of the Property.
12. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing.
13. **Special Assessments.** On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2015 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.
14. **Title.** After acceptance of this Agreement, Buyer, at Buyer's cost, shall immediately obtain a Commitment of Title Insurance in the amount of \$197,000 from the Title Company for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof for examination of said title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 60 days to make such title marketable. Pending correction of title, payments hereunder

required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 60 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement.

Buyer shall pay the title insurance commitment fee and the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

15. **Environmental Warranties.** Seller warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes or petroleum. Seller also warrants that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of

facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller also warrants that no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Seller warrants that the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

"Environmental Law" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, CERCLA, RCRA, MERLA, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

16. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.
17. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
18. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of §

513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.

19. **Wells.** Seller represents that Seller is not aware whether there is an existing water well on the Property. To the extent there is found to be an existing well on the Property that is not in use, the Buyer will be responsible to close and seal the well at Buyer's expense.
20. **Sewage Treatment System.** Seller represents that there is not an individual sewage treatment system, septic tank or cesspool system on or serving the Property.
21. **Lead Paint Disclosure.** Seller represents that the dwelling was constructed on the Property before 1978. Attached hereto and made a part hereof as **Exhibit D** is a Lead Paint Addendum for Housing Constructed before 1978.
22. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.
23. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to **June 12, 2015**, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:
 - (a) any recorded easements to which the Property is subject;
 - (b) the status of any encumbrances and the marketability of title with respect to the Property;
 - (c) any physical encroachments on the Property;
 - (d) the soil, ground, engineering, structural, physical, geological and legal inspections of the Property;
 - (e) the environmental condition of the Property;
 - (f) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.

Further, the Buyer's obligation to close this transaction is expressly conditioned upon the Buyer creating a development district for the Property pursuant to Minnesota Statute § 469.101 prior to June 12, 2015.

If Buyer does not create a development district for the Property prior to June 12, 2015, or in the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent have not been met, then Buyer on or before June 12, 2015 shall give written notice to Seller that the conditions precedent have not been met and in such case, this

Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form.

24. **Lease of Property, Deposit and Removal of Personal Property.** At Closing, the Seller and Buyer shall enter into the Lease for the Property in the form attached hereto as **Exhibit E**, whereby the Seller shall lease the Property from Buyer from the Date of Closing until August 31, 2015. At the end of the Lease Term, Seller shall deliver possession of the Property to Buyer. The Seller agrees that, prior to delivery of possession of the property, the Excluded Items, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense as provided in Section 2. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative on the Date of Closing and again on August 31, 2015. **Notwithstanding the required removal of personal property and debris described in this section, the Buyer accepts the buildings and structures on the Property in their "As Is" condition with the EXCEPTION that the inside of the premises must be delivered in "swept clean" condition on August 31, 2015.** As security for Seller's delivery of the Property at the end of the Lease term in the above condition, Buyer shall hold back \$5,000 from the Purchase Price as provided in Section 2. The \$5,000, less any deductions, shall be delivered to Seller as provided in the Lease.
25. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to (i) a breach of any of Seller's warranties made in Paragraph 14 or (ii) any claim made against Buyer arising out of, relating to, or resulting from ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law or a violation of ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law relating to the condition of the Property prior to the Date of Closing.
26. **Negotiated Sale.** If the transaction set forth by this Agreement is not completed, the Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain to acquire the entire Property. If this Agreement is terminated for any reason, the Seller is free to retain ownership of the Property or to sell the Property on the private market.
27. **Acknowledgment of Fair Market Value.** Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.

28. **Survival of Warranties.** The representations, indemnifications, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.
29. **Assignment of Agreement.** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
30. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.
31. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
32. **Date of Agreement.** All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
34. **Time of Essence.** Time is of the essence in the closing of this transaction.
35. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.
36. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
37. **Closing Costs.**
 - 37.1. **Utilities.** Seller shall be responsible for utilities until the termination of the term of the Lease.
 - 37.2. **State Deed Tax.** Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.

- 37.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.
- 37.4. **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the Title Company as a closing fee shall be paid by Buyer.
- 37.5. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.
38. **Closing Documents.**
- 38.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following with such documents to be effective as of the Closing Date:
- a.) A Warranty Deed, in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.
 - b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.
 - c.) A Certificate signed by Seller warranting that Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 1031 or if there are "Wells", a Well Certificate in the form required by law.
 - d.) Lead Paint Disclosure – Exhibit D;
 - e.) Waiver of Relocation Benefits – Exhibit C;
 - f.) The Lease -- Exhibit E;
 - g.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances;

h.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

38.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

a.) Wire transfer or certified check in the sum of \$197,000 for the Property, subject to retention by Seller of \$5,000 pursuant to Section 2 of this Purchase Agreement.

b.) Standard Affidavit of Buyer.

c.) The Lease – **Exhibit E.**

d.) Such other closing documents which the Seller may reasonably request.

39. **Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

City of Inver Grove Heights Economic Development Authority
Attn: Tom Link, Executive Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Christopher A. Shipton and Luci Shipton
4195 – 68th Street East
Inver Grove Heights, MN 55076

40. **No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

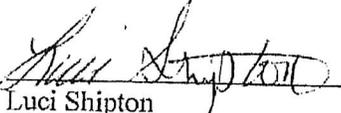
41. **Sole Occupant.** Seller represents and warrants to Buyer that, as of the date of this Agreement, the Seller is the only occupant of the Property.

OWNER:

CITY OF INVER GROVE
HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY

By: 
Christopher A. Shipton

By: _____
Rosemary Pickarski Krech, President

By: 
Luci Shipton

By: _____
Tom Link, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 16, 18 and 20, Block 1, Wm. F. Krech's Addition to Inver Grove, together with that portion of the vacated Delilah Avenue accruing thereto by reason of said vacation.

EXHIBIT B
EXCLUDED ITEMS

Pursuant to paragraph 2 of the Purchase Agreement, the following personal property and fixtures shall be retained by the Seller and will be removed by the Seller and will **not** be conveyed to Buyer as part of the sale:

1. Clothes Washer
2. Clothes Dryer
3. Stove
4. Refrigerator
5. Home Theater System and Chairs
6. Blueberry Plants
7. Ferns

EXHIBIT C
WAIVER OF RELOCATION BENEFITS FORM

WAIVER OF RELOCATION BENEFITS

THIS WAIVER OF RELOCATION BENEFITS AGREEMENT ("Agreement"), dated this ____ day of _____, 2015, is entered into between the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082, referred to as the ("Authority") and Christopher A. Shipton and Luci Shipton, husband and wife, hereinafter referred to as the ("Owner").

I. RECITALS

- 1.01 Authority means City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.
- 1.02 Owner owns property in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Number 20-43250-00-201.
- 1.03 Owner has requested Authority to purchase certain real estate owned by Owner which is located in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Number 20-43250-00-201 which is legally described on the attached Exhibit A ("Subject Property").
- 1.04 Pursuant to Minnesota Statutes § 117.521, Owner desires to waive the possible claim that Owner may have for relocation benefits pursuant to Minnesota and federal law. Prior to any action by the Authority indicating intent to acquire the Subject Property, Owner requested that Authority acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the Authority in this matter.
- 1.05 Authority has explained to Owner that, but for Owner's waiver herein, Owner may be or is eligible under Minnesota Statutes Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation
Owner may be eligible for:

| | |
|-------------------------------|--|
| Relocation Assistance: | Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim. |
|-------------------------------|--|

Relocation Services: Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.

| | | |
|-----------------------------|--------------------------------------|----|
| Relocation Payments: | Estimated Price differential payment | \$ |
| | Estimated moving costs | \$ |
| | Estimated Closing costs | \$ |
| | Total: | \$ |

Benefits: Relocation benefits would include all of the above. (**Assistance, Services and Payments**)

1.06 Owner specifically represents and agrees that he is entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the Authority, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owner, for good and valuable consideration provided as part of the \$197,000 paid by Authority as the purchase price for subject property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Owner may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes Chapter 117 and other provisions of state and federal law. The consideration being by Owner in return for this waiver is as follows:

The purchase of the Subject Property and the Payment of Relocation Benefits for the total unallocated sum of \$197,000.

2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapters 548 or 677; or Laws 1973,

chapters 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapters 462, 458, or 458c.

- 2.03 Authority and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. Authority represented that Authority would not acquire the Subject Property in the event that negotiations between Authority and Owner had failed to result in an amicable purchase agreement. Owner has requested that the Subject Property be acquired by the Authority and such request preceded any negotiations by the Authority to acquire the Subject Property. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the Authority.

If the purchase agreement requiring this Agreement is not completed, the Authority has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If the purchase agreement requiring this Agreement is terminated for any reason, the Owner is free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

The Authority and the Owner acknowledge that the Authority has acquired other property in the general geographic area as the Subject Property. The Authority has not set a specific time limit to acquire the Subject Property or other properties in the general geographic area nor has the Authority determined whether to acquire such properties.

The Owner and Authority agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As Authority and Owner agree that this is a voluntary sale, state and federal law permit the Authority to request this waiver of relocation benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner was be required to sign this waiver of relocation benefits Agreement. The Authority arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated, the earnest money shall be returned to the Authority, and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

- 2.04 The recitals contained in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.
- 2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

OWNER:

INVER GROVE HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Christopher A. Shipton

By: _____
Rosemary Piekarski Krech, President

By: _____
Luci Shipton

By: _____
Tom Link, Executive Director

By: _____
Timothy J. Kuntz,
Attorney for the City of Inver Grove Heights
Economic Development Authority

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real property in Dakota County, Minnesota, described as follows:

Lots 16, 18 and 20, Block 1, Wm. F. Krech's Addition to Inver Grove, together with that portion of the vacated Delilah Avenue accruing thereto by reason of said vacation.

PID: 20-43250-00-201

EXHIBIT D LEAD PAINT DISCLOSURE FORM

M.S.D.A. Real Property Form No. 11 (1999, 2008)
 Lead Paint Addendum for Housing Constructed Before 1978 Page 1 of 2

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

© Copyright 2008 Minnesota State Bar Association, Minneapolis, Minnesota. (Use only with "Minnesota Standard Residential Purchase Agreement," Minnesota State Bar Association 2008.)

1 This addendum is a continuation of the Purchase Agreement dated _____ by and
 2 between _____, as Seller, and
 3 City of Inver Grove Heights Economic Development Authority _____, as Buyer,
 4 for property located at or described as _____
 5 _____
 6 _____
 7 _____

LEAD WARNING STATEMENT

8
 9 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1970 is notified that
 10 such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
 11 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced
 12 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
 13 The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint
 14 hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint
 15 hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
 16
 17

LEAD PAINT INSPECTION CONTINGENCY

18
 19 Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-
 20 based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required
 21 by buyer to correct problems set out in the report. (Protect lead-based paint that is in good condition is not necessarily a hazard.
 22 See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)
 23

24 If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to
 25 correct the problems prior to closing.
 26

27 If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection
 28 demonstrating that the problems have been corrected.
 29

30 If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as
 31 to problems set out in the report, or this purchase agreement is void.
 32

33 Buyer may waive in writing the rights contained in this contingency at any time.
 34

Seller's Disclosure

- 35 (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
 36
 37 (i) lead-based paint or lead-based paint hazards are present in the housing (explain):
 38
 39
 40
 41
 42 (ii) Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
 43
 44 (b) Records and reports available to seller (check (i) or (ii) below):
 45 (i) Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable
 46 by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents
 47 below).
 48
 49 (ii) Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the
 50 housing.
 51
 52

Buyer's Acknowledgment (initial)

- 53 (c) _____ Buyer has received copies of all information listed at (b)(i) above.
 54
 55 (d) _____ Buyer has received the pamphlet, Protect Your Family From Lead in Your Home, an EPA publication
 56 available at www.epa.gov/lead/pubs/leadinfo.pdf.
 57 (e) _____ Buyer has (check (i) or (ii) below):
 58 (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk
 59 assessment or inspection for the presence of lead-based paint and lead-based paint hazards;
 60 or,
 61 (ii) _____ waives the opportunity to conduct a risk assessment or inspection for the presence of lead-
 62 based paint and lead-based paint hazards.
 63
 64

Agent's Acknowledgment (initial)

- 65 (f) _____ Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to
 66 ensure compliance.
 67
 68

Certification of Accuracy

69 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have
 70 provided is true and accurate.
 71

| | | | |
|------------------------------|------|------------------------------|------|
| Seller _____ | date | Purchaser _____ | date |
| Seller _____ | date | Purchaser _____ | date |
| Listing broker / agent _____ | date | Selling broker / agent _____ | date |

EXHIBIT E
LEASE AGREEMENT

LEASE AGREEMENT
BY AND BETWEEN CITY OF INVER GROVE HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY AND CHRISTOPHER A. SHIPTON
AND LUCI SHIPTON FOR PROPERTY LOCATED AT 4195 – 68th STREET EAST,
INVER GROVE HEIGHTS, MINNESOTA

THIS LEASE AGREEMENT (Agreement) is made and entered into this _____ day of June, 2015, by and between the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 (hereinafter referred to as "EDA") and Christopher A. Shipton and Luci Shipton, husband and wife (hereinafter referred to as "Tenant"). Subject to the terms and conditions of this Agreement and in reliance upon the covenants and representations of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **TERMS.** The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

1.2 **EDA.** "EDA" means City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082.

1.3 **TENANT.** "Tenant" means Christopher A. Shipton and Luci Shipton, husband and wife, and their approved successors and assigns.

1.4 **SUBJECT PROPERTY.** "Subject Property" means the property legally described on Exhibit A attached hereto. The subject Property has a PID of 20-43250-00-201 and a street address of 4195 - 68th Street East, Inver Grove Heights, Minnesota.

1.5 **SUBJECT PREMISES.** "Subject Premises" means the single family home and garage located on the Subject Property. The Subject Premises only includes the single family and garage located on the Subject Property.

1.6 **AUTHORIZED USE.** "Authorized Use" means use of the single family home and garage structure by Tenant for residential purposes. No other uses shall qualify as an Authorized Use unless the EDA expressly in writing approves such other uses. Tenant may not use the Subject

Premises for any business related purpose. Tenant may not use any portion of the Subject Property, except the Subject Premises, for storage purposes, or for parking vehicles.

1.7 **LEASE TERM.** "Lease Term" means from and including the date hereof until and including August 31, 2015. The Lease Term may be extended only by written approval of the EDA.

ARTICLE 2 **LEASE CONDITIONS**

2.1 **LEASING OF SUBJECT PREMISES.** Subject to the conditions and covenants of this Agreement, and for good and valuable consideration, the EDA does hereby lease to the Tenant and the Tenant hereby leases from the EDA the Subject Premises.

2.2 **RENT AMOUNT.** The rent amount for the Lease Term is \$1.00, the receipt and sufficiency of which the EDA acknowledges.

2.3 **AUTHORIZED USE.** Tenant may only use the Subject Premises for the Authorized Use. Only the Tenant and the immediate family members of Tenant may engage in Authorized Use on the Subject Premises.

2.4 **LEASE TERM.** This lease shall be only for the Lease Term and shall expire upon expiration of the Lease Term.

2.5 **TERMINATION.** Notwithstanding anything to the contrary contained in this Agreement, Tenant may cancel and terminate this Agreement upon sending to the EDA thirty (30) days advance written notice of the cancellation and termination of this Agreement.

Upon termination or expiration of the lease, Tenant shall return the Subject Premises to the EDA in substantially the same condition as existed at the beginning of the Lease Term.

2.6 **REMOVAL OF PERSONAL PROPERTY UPON EXPIRATION OR TERMINATION OF LEASE.** Upon expiration or termination of Lease, Tenant shall remove all of its possessions from the Subject Premises and Tenant shall remove all of its personal property including those items defined as "Excluded Items" and identified on **Exhibit B** to the Purchase Agreement between the EDA and Tenant dated June 8, 2015 ("Purchase Agreement"). Upon expiration or termination of Lease, Tenant shall remove all debris, trash and waste and shall leave the Subject Premises in a clean and orderly state. If Tenant complies with this obligation, FDA will return that portion of the **Five Thousand Dollars (\$5,000)** escrow deposit it retained in the manner provided for in the Purchase Agreement.

2.7 **UTILITIES.** During the Lease Term, Tenant must pay for all utilities provided to the Subject Premises including any sewer charges, water charges, electric fees, gas fees and trash collection charges.

2.8 **TAXES.** The EDA will pay the real estate taxes payable in the year 2015 for the Subject Property.

2.9 **RIGHT OF ENTRY.** The EDA and the EDA's representatives and agents may enter the Subject Premises at any time to inspect the Subject Premises or to perform any work that the EDA deems is necessary. However, the EDA shall have no obligation to perform any work on the Subject Premises.

2.10 **ACCEPTANCE OF SUBJECT PREMISES IN AN "AS IS" CONDITION.** The Tenant accepts the Subject Premises in its "AS IS" condition with no responsibility or obligation on behalf of the EDA to make any repairs or to make any improvements.

2.11 **OBLIGATION FOR REPAIRS AND MAINTENANCE.** The EDA shall have no obligation for repairs, maintenance or improvements to the Subject Premises.

The Tenant shall have the obligation to keep the Subject Premises and all improvements thereon in good condition and shall make all necessary repairs and conduct all necessary maintenance with respect to the Subject Premises. Without limiting the foregoing, the Tenant shall be responsible for maintenance of the Subject Premises.

2.12 **INDEMNIFICATION OF CITY.** The Tenant hereby agrees to indemnify, defend and hold the EDA harmless against and with respect to any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys fees that the EDA incurs or suffers which arise out of or result from or relate to use of the Subject Premises by the Tenant or use of the Subject Premises with respect to anyone that the Tenant allows onto the Subject Premises during the Lease Term.

2.13 **RELEASE OF CITY.** The Tenant hereby releases and discharges the EDA from all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys fees that arise out of or result from or relate to use of the Subject Premises by the Tenant or use of the Subject Premises with respect to anyone that the Tenant allows onto the Subject Premises during the Lease Term.

2.14 **NO LIABILITY.** The EDA accepts no liability for the Subject Premises or the contents inside of the Subject Premises.

2.15 INSURANCE. Upon execution of this Lease, the Tenant shall file with the EDA evidence of a general liability insurance policy, naming the EDA as an additional insured that covers the Subject Premises and that is in the minimum coverage amount of \$500,000 per claimant and \$1,500,000 for any number of claims arising out of a single occurrence.

Throughout the Lease Term, Tenant shall keep the insurance required by this section in full force and effect and Tenant shall file with the EDA a Certificate of Insurance that shows the insurance coverage as required by this section.

2.16 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for performance of any of the obligations of another, waive any inaccuracies and representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

2.17 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

2.18 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

2.19 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

2.20 DEFAULT. If Tenant violates any of the covenants and conditions of this Agreement required to be kept by the Tenant, then the EDA shall have all remedies available to it under law and no such remedy shall be mutually exclusive of any other remedy. In addition, the EDA may terminate this Agreement and immediately evict Tenant from the Subject Premises.

2.21 RIGHT OF ACCESS. EDA hereby grants to Tenant the right to access the Subject Premises using the existing driveway located on the Subject Property. The use of the existing driveway on the Subject Property shall be for ingress and egress purposes only. EDA has no responsibility to snowplow, repair or maintain the driveway.

2.22 NOTICES. Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, returned receipt requested with postage and postal charges prepaid, addressed as follows:

If to EDA: City of Inver Grove Heights Economic
Development Authority
Rosemary Piekarski Krech, President
Thomas J. Link, Executive Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to TENANT: Christopher A. Shipton and Luci Shipton
4195 – 68th Street East
Inver Grove Heights, MN 55076

or to such other address as the party addressed shall have previously designated by notice given in accordance with this section. Notices shall be deemed to have been duly given on the date of service explicitly served on the party to whom notice is to be given, or on the third day after mailing as provided above, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

2.23 PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING. Tenant may not assign this Agreement. Tenant may not lease the Subject Premises or the Subject Property to anyone else. Tenant may not sell or transfer this Agreement.

2.24 SURVIVAL OF PROVISIONS. The provisions contained in Sections 2.6, 2.7, 2.8, 2.12, 2.13 and 2.14 shall survive any termination, cancellation or expiration of this lease.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

**CITY OF INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Rosemary Piekarski Krech, President

By: _____
Tom Link, Executive Director

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2015, before me a Notary Public within and for said County, personally appeared Rosemary Piekarski Krech and Tom Link, to me personally known, who being each by me duly sworn, each did say that they are respectively the President and Executive Director of City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Commissioners and said President and Executive Director acknowledged said instrument to be the free act and deed of said entity.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real property in Dakota County, Minnesota, described as follows:

Lots 16, 18 and 20, Block 1, Wm. F. Krech's Addition to Inver Grove, together with that portion of the vacated Delilah Avenue accruing thereto by reason of said vacation.

PID: 20-43250-00-201

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 29, 2015

CASE NO: 15-20X

HEARING DATE: June 2, 2015

APPLICANT: City of Inver Grove Heights



PROPERTY OWNER: Christopher and Luci Shipton

REQUEST: Review Potential Property Acquisition for Consistency with the Comprehensive Plan

LOCATION: 4195 - 68th Street East

COMPREHENSIVE PLAN: Mixed Use

ZONING: R-1C, Single Family

REVIEWING DIVISIONS: Planning

PREPARED BY: Thomas J. Link
Comm. Dev. Dir.

BACKGROUND

Christopher and Luci Shipton, owners of a residential lot at 4195 - 68th Street East, approached the City and expressed an interest in selling their property. The site has a house and detached garage.

The Inver Grove Heights Development Authority (EDA) will be considering the acquisition at a special meeting scheduled for June 8. The Planning Commission is to consider making a recommendation on the consistency of the acquisition with the Comprehensive Plan.

EVALUATION OF THE REQUEST

In accordance with Minnesota Statutes, the Planning Commission must review the municipal acquisition and sale of properties for consistency with the Comprehensive Plan. Specifically, State Statute Chapter 462.356, Subd. 2, states "no publicly owned interest in real property within the municipality shall be acquired or disposed of...until after the planning agency (Planning Commission) has reviewed the proposed acquisition or disposal...and reported its findings as to the compliance of the proposed acquisition or disposal with the Comprehensive municipal plan."

The Comprehensive Plan has several statements attesting to the importance of economic development and the role of the Economic Development Authority (EDA). One of the EDA's major economic development activities is the redevelopment of the Concord Boulevard

Neighborhood. The plan states that the City should “support redevelopment efforts for the Concord Neighborhood” and should “encourage or facilitate redevelopment and reinvestment along the corridor”.

The City’s redevelopment efforts date back to 1998 when the City Council adopted the Concord Neighborhood Plan. This neighborhood plan is reflected in the current Comprehensive Plan which states:

“Redevelopment of the Concord Boulevard corridor is an important future improvement that will support the significant investment in Heritage Park and the reconstruction of Concord Boulevard and provide an important critical mass that helps sustain commercial development in Inver Grove Heights. Future redevelopment will also take advantage of the Mississippi River Regional Trail Corridor connecting Inver Grove Heights with regional destinations.”

The Comprehensive Plan was refined when the City adopted the Concord Boulevard Neighborhood Plan and Design Guidelines in December, 2012. Those documents identified four redevelopment areas, one of which is the block on which the Shipton property is located. The Neighborhood Plan and Design Guidelines states that the area could be redeveloped as multiple family residential or a mixed use of residential and neighborhood commercial.

The acquisition of this property, from a willing seller, would be consistent with the Comprehensive Plan. The property lies in one of the areas selected by the City for redevelopment efforts. If acquired, the EDA would, at some future undefined time, sell the property for redevelopment as multiple family residential or mixed use. The acquisition would eventually lead to redevelopment, as stated in the Concord Boulevard Neighborhood Plan and Design Guidelines. The acquisition would align with the City’s general economic development goals and the redevelopment plans of the Concord Neighborhood.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. **Approval**. If the Planning Commission finds the request acceptable, it should recommend that the acquisition of the property by the Inver Grove Heights EDA is in compliance with the Comprehensive Plan.
- B. **Denial**. If the Planning Commission does not find the proposed acquisition consistent with the Comprehensive Plan, it should recommend denial with findings provided to support that denial.

RECOMMENDATION

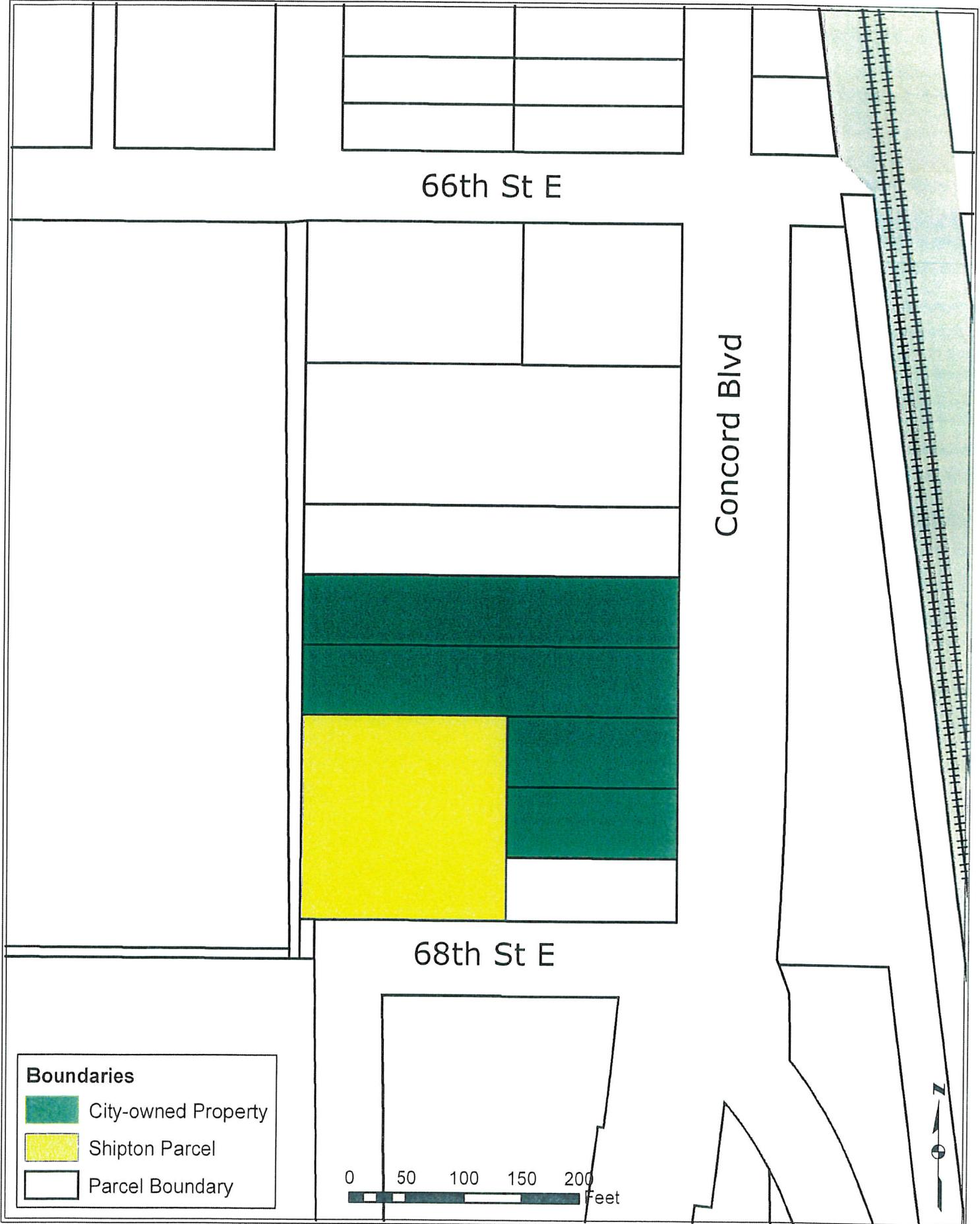
Staff recommends approval of the request to find the acquisition of 4195 - 68th Street East consistent with the Inver Grove Heights Comprehensive Plan.

Enc: Location Map
Comprehensive Plan Map
Excerpts from Comprehensive Plan
Excerpts from Concord Boulevard Neighborhood Plan and Design Guidelines

cc: Chris and Luci Shipton



Economic Development District No. 8



Comprehensive Plan Map Shipton Property - 4195 - 68th Street East

UPPER
65TH ST E

CONCORD BLVD

AVE E 68TH ST

Legend

 Parcel for purchase

Land Use

-  Low Density Residential
-  Mixed Use
-  Industrial Office Park
-  Light Industrial
-  Public / Institutional
-  Public Open Space



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.



0 75 150 Feet

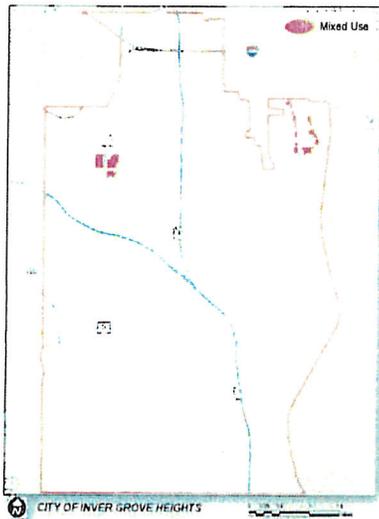


Figure 2.6: Mixed Uses

Mixed Use (MU)

Mixed use areas consist of lots or parcels that contain a mix of retail and service commercial, office, institutional, higher density residential, public uses and/or park and recreation uses, organized in a pedestrian friendly environment (see Figure 2.6: Mixed Uses).

Robert Street and 70th Street West: The Comprehensive Plan designates the area at the intersection of South Robert Trail and 70th Street West as mixed use. The vision for this area is to establish a neighborhood hub that integrates higher density residential uses with neighborhood commercial services. In recent years, there has been an increased interest in creating development patterns that capture historic urban qualities and land use relationships. This movement was originally known as "new urbanism" and is now generally known as "traditional neighborhood design" or TND. The mixed use area in Inver Grove Heights has the potential to be developed utilizing some of these design principles. The development pattern is expected to have a pedestrian orientation rather than a sole focus on vehicular movement. The opportunity exists to integrate a variety of land uses making neighborhood commercial areas truly accessible to the surrounding residential neighborhood both due to the close proximity of the uses and a pedestrian sidewalk or trail system that provides direct linkages. Also of long term consideration is the notion of "Transit Oriented Development" or TOD, which encourages mixed use as a means of supporting transit service because of its ability to generate transit users who both arrive and depart from a particular node (see inset TOD.) Developed in this manner, the mixed use area in Inver Grove Heights has the potential to become an attractive amenity for both the northwest area and the community as a whole.

Concord Boulevard: Another area of mixed use is the Concord Boulevard Corridor (generally north of 70th Street.). The idea for mixed use along the Concord Boulevard Corridor is to encourage or facilitate redevelopment and reinvestment along the corridor in a way that helps traffic flow by controlling access, encourages an attractive street frontage as a gateway corridor to the City and allows flexibility in the use of lands along the corridor as business or residential uses. This pattern of use current exists along the corridor. A redevelopment plan was prepared for the Concord Boulevard area, which was adopted by the City in 1998. The plan addressed a number of issues including:

- Land use patterns
- The role of the Mississippi River levee
- Housing

Mixed Use Assumptions

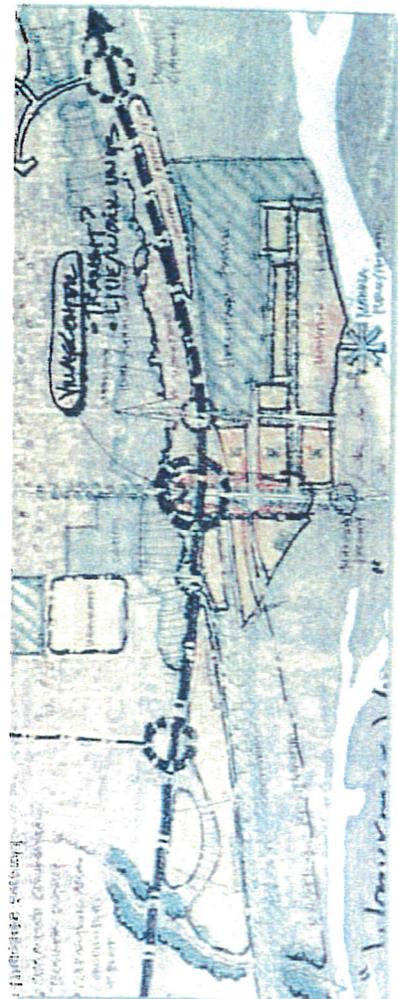
In order to establish development projections, mixed use areas are assumed to be approximately 2/3 residential and 1/3 commercial. Residential density would be at a minimum of 12 units per acre in mixed use areas.

- Businesses
- The river bridge
- Public recreation

The plan includes a set of detailed policies to direct future redevelopment efforts. The land use recommendations from the adopted Concord Boulevard Redevelopment Plan were directly incorporated into the Future Land Use Plan of the Inver Grove Heights Comprehensive Plan. This plan will continue to serve as a policy guide.

As Concord Boulevard improvements are implemented over the next few years, redevelopment proposals will likely be brought forward by property owners and developers interested in the corridor. The guiding principles for the Concord Boulevard Corridor are as follows:

1. Direct access to the corridor should be reduced and limited over time. Access should be via side streets, alleyways and in limited cases directly via shared drives.
2. Future development in the corridor may be either vertically mixed uses (i.e. residential or office over retail) or horizontally mixed uses. Redevelopment of individual parcels should be designed as part of a master planned area to avoid conflicts with existing adjacent landuses.
3. Commercial or business uses should be located around key intersections at 66th and 63rd Street and should be designed to utilize on street parking on side streets (not on Concord Boulevard) and shared off-street parking.
4. Commercial or office uses located along the corridor between key intersections should be designed to blend in with residential building characteristics and not require significant off street parking.
5. Residential uses occurring along the corridor should have porches that front on Concord Boulevard with yards that provide separation between the street and the residential structure.
6. Sidewalks should separate residential uses from the street and provide connectivity to area amenities and attractions such as Heritage Park and the Mississippi River.
7. Higher density residential uses should be supported not only as a means to redevelopment but as a means of intensifying the corridor to support commercial uses, provide a labor force and take advantage of public improvements such as Heritage Park.
8. Design features should consider building height in relationship to the bluff area and the Mississippi River.



A concept for Concord Boulevard explores the idea of mixed use along the corridor with commercial focused at key nodes. This concept takes advantage of the improvements with Heritage Park and the potential connections to the Mississippi River.

Redevelopment of the Concord Boulevard corridor is an important future improvement that will support the significant investment in Heritage Park and reconstruction of Concord Boulevard and provide an important critical mass that helps sustain commercial development in Inver Grove Heights. Future redevelopment will also take advantage of the Mississippi River Regional Trail Corridor connecting Inver Grove Heights with regional destinations.

Mixed Use Area Policies

1. Provide a unique mix of commercial, residential, public and related uses in a pedestrian friendly environment.
2. Provide a flexible land use tool that supports redevelopment while minimizing the creation of non-conforming uses.
3. Enact zoning modifications necessary to facilitate a mixed use development pattern that includes small, neighborhood scale structures and design features.
4. Provide walkway and trail linkages to other public recreational facilities in the area.
5. Encourage consistent design standards that serve as a framework for both public and private improvements addressing streets, lighting, landscaping, building materials and building placements.
6. Limit commercial uses to those that provide neighborhood and convenience goods and services.

Industrial Office Park (IOP)

Industrial office park includes lots or parcels containing warehousing, storage and light industrial uses with associated office functions (see Figure 2.7: Industrial Uses). Industrial office park developments are usually designed in a unified manner and feature landscaped open areas and roadway edges, consistent lighting, and entry monumentation. The future land use plan identifies a number of IOP parcels along Highway 55 and 55/52.

Industrial Office Park Area Policies

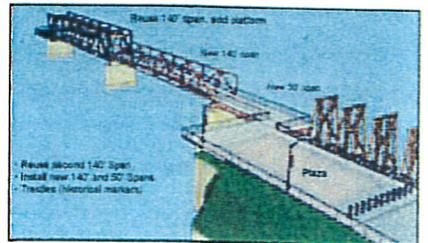
1. Provide opportunities for new industrial development and expanded employment opportunities in Inver Grove Heights.
2. Provide attractive, planned environments as means to induce employers to locate within the City.
3. Enact standards for industrial developments that are in keeping with the need to improve the appearance and character of industrial properties.
4. Provide public services and infrastructure in keeping with the needs of



could provide educational opportunities to the community at large. A combination of funding from the Park and Recreation Department and Macalister College as well as staff time could be used initially to implement this project.

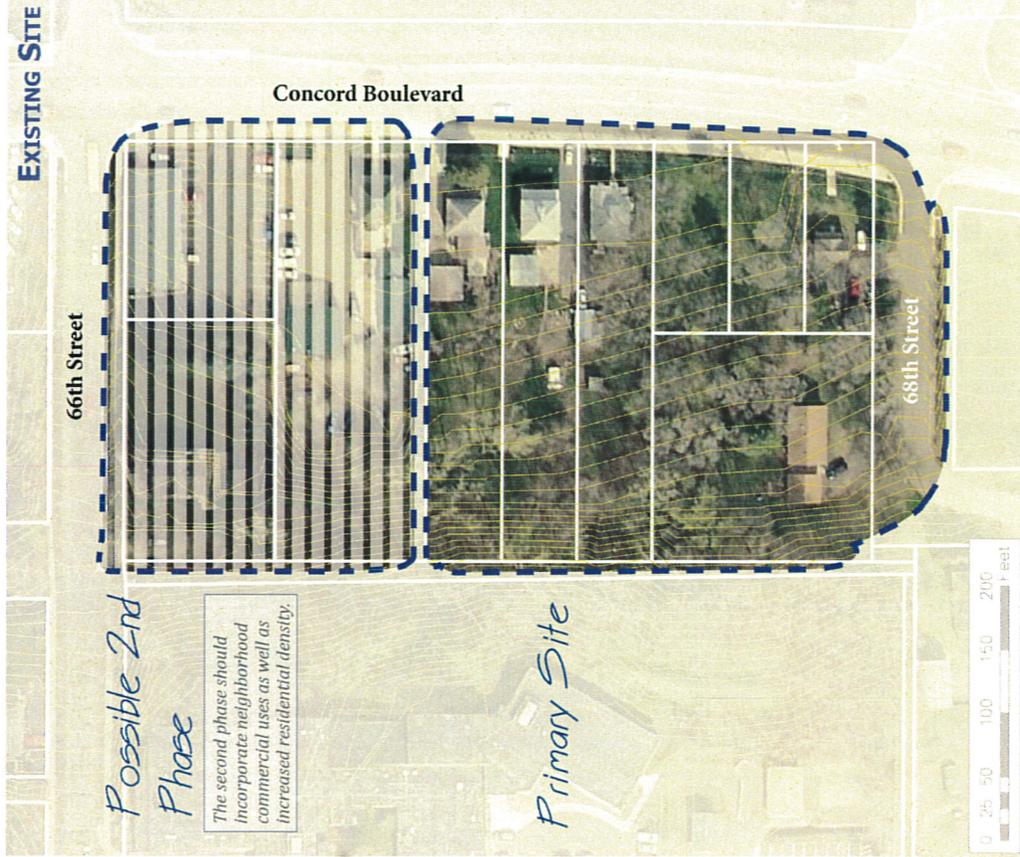
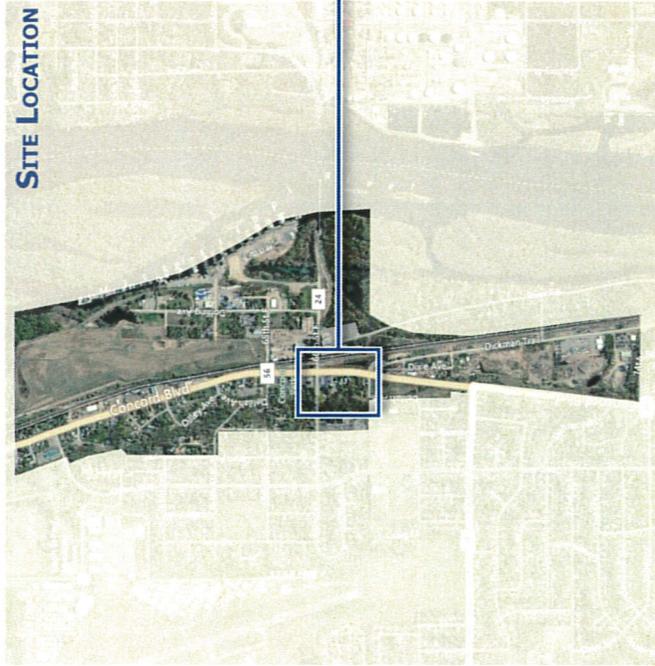
Project #4

Continue to support redevelopment efforts for the Concord Neighborhood. In 1998, the City adopted a redevelopment plan for the Concord Neighborhood, which has the highest concentration of older structures in the community. More recently, Dakota County has begun constructing upgrades to the roadway. The City should actively participate in planning redevelopment efforts that respect the goals and policies of the Critical Area Plan. Continued redevelopment planning in this corridor should seek to enhance the value of Heritage Park improvements and foster economic vibrancy and connectivity with the river corridor.



A photo of Bridge 5600 (top) and two alternative design concepts that were evaluated in 2007 for reuse of Bridge 5600 as a scenic overlook.

CONCORD BOULEVARD NEIGHBORHOOD CATALYST SITE: Hillside Senior Housing



HILLSIDE SENIOR HOUSING

» This catalyst site transitions from single family residential and vacant lots to 3-4 story senior residential housing. Primary access is from 68th St to minimize conflicts on Concord Blvd. Both underground and above ground parking is provided, with a convenient drop-off/pick-up location for residents with limited mobility and visitors. Private outdoor amenity space is provided for residents with gardens and other features.

PROJECT SUMMARY

| | |
|--------------|--------------------------|
| Site Area | 2.68 Acres |
| Intended Use | Senior Residential |
| Units | 80 Units |
| Density | 30 Dwelling Units / Acre |

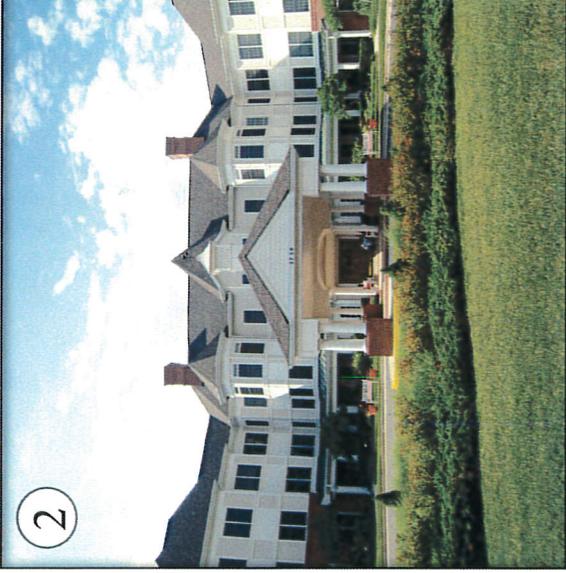


HILLSIDE SENIOR HOUSING CHARACTER

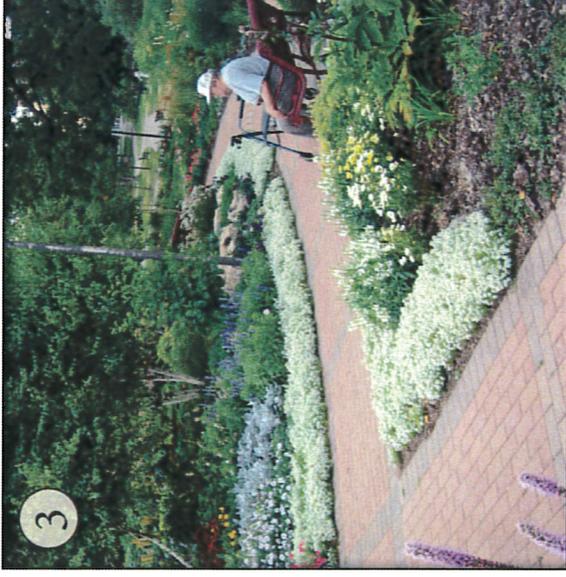
- » 1 - Design buildings with underground parking and detailed building articulation.
- » 2 - Provide enhanced drop-off locations for people of all mobility levels.
- » 3 - Create landscape amenities for all abilities (universal design, benches, tables, gardens).
- » 4 - Facilitate easy drop-off/pick-up by allowing developing a covered entryway to the building.
- » 5 - Provide outdoor recreation space that promotes communal gathering.



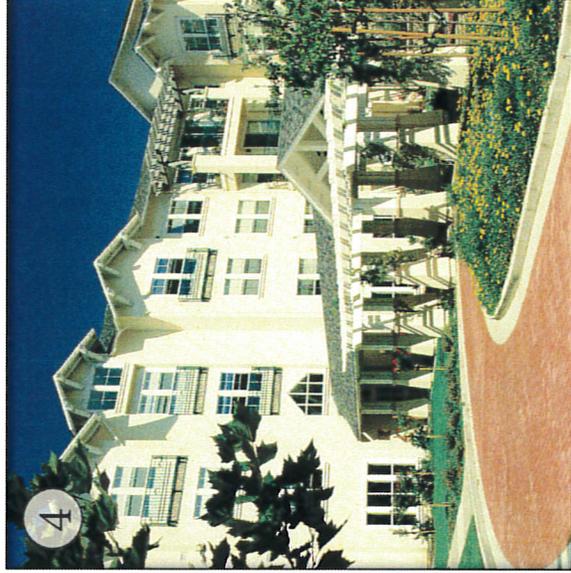
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2



3



4



5

I. SITE PRINCIPLES:

- A. Position the building to take advantage of existing topography for an enclosed, private setting.
- B. Provide adequate accessibility to all entries. Utilize ramps as needed.
- C. Ensure access onto Concord Boulevard is provided at the north portion of the primary site, or mid-block (with potential second phase) rather than near existing intersections.

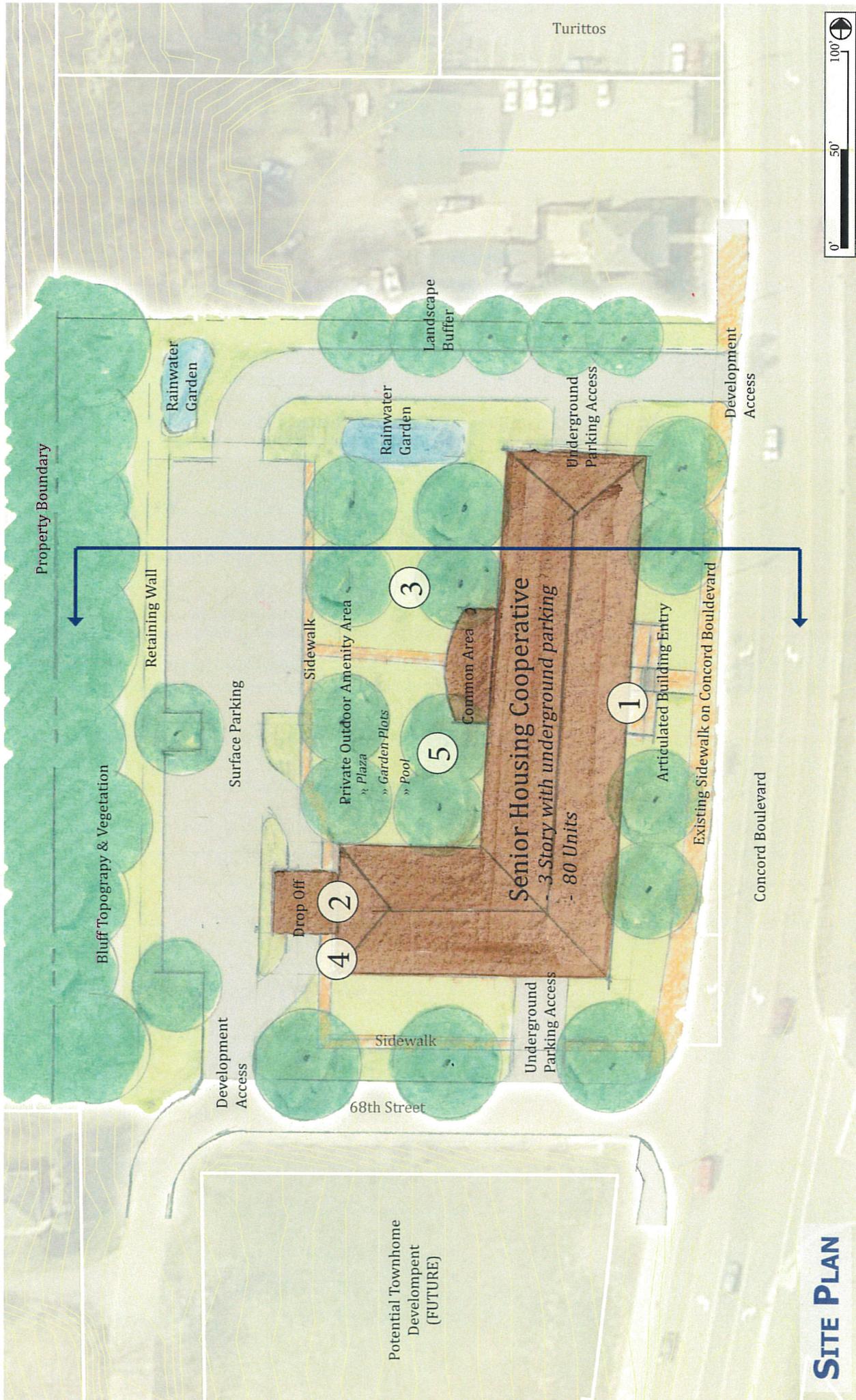
II. BUILDING PRINCIPLES:

- A. Design building with 3-4 stories.
- B. Provide underground parking if possible/feasible with bedrock conditions and site topography.
- C. Screen underground and surface parking from Concord Boulevard.
- D. Provide variations in color, material, and texture to reduce the visual impact of the scale of the building.

III. LANDSCAPE PRINCIPLES:

- A. Develop the public realm along Concord Boulevard with the same character as reconstructed portions to the north. Fixtures and furnishings should match northern sections.
- B. Create a landscaped outdoor plaza or gathering space. Outdoor areas should serve residents and visitors.
- C. Utilize retaining walls and vegetation to reduce erosion on the bluff side of the project.
- D. Develop surface parking for visitors at the rear of the building.
- E. Provide attractive stormwater treatment features.
- F. Create opaque landscape buffer between the site and buildings to the north.





SITE PLAN

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Inver Grove Heights Economic Development Authority

FROM: Planning Commission

DATE: June 2, 2015

SUBJECT: CITY OF INVER GROVE HEIGHTS – CASE NO. 15-20X

Presentation of Request

Mr. Link advised that the property is located just west of Concord Boulevard on 68th Street. The property owners, Christopher and Luci Shipton, approached the City and expressed an interest in selling their property to the Inver Grove Heights Economic Development Authority (EDA). The EDA will be considering the acquisition at a special meeting scheduled for June 8. The Planning Commission is being asked to consider making a recommendation on the consistency of the acquisition with the Comprehensive Plan. Mr. Link advised that the City's redevelopment efforts for this area began in the late 1990's. The Comprehensive Plan was then refined in 2012 when the City adopted the Concord Boulevard Neighborhood Plan. The plan identifies four 'catalyst' sites for redevelopment, with this property being in one of them. The EDA would like to acquire properties, combine them into one, and sell the property for redevelopment as multiple family residential or mixed use. The EDA currently owns four properties on this block which were acquired through voluntary acquisition. Staff recommends that the acquisition be found to be consistent with the Comprehensive Plan.

Planning Commission Discussion

Commissioner Klein asked for clarification regarding the other properties on the block not owned by the City.

Mr. Link advised there were three residential properties and two commercial properties in this block remaining in private ownership. The EDA has informed the property owners that they are welcome to stay, but at such time that they might be interested in selling the EDA would be an interested buyer.

Planning Commission Recommendation

Motion by Commissioner Klein, second by Commissioner Gooch, to find the acquisition of 4195 – 68th Street East to be consistent with the Inver Grove Heights Comprehensive Plan.

Motion carried (9/0). This item goes to the Economic Development Authority on June 8, 2015.