

**City Council Chambers**

**Tuesday December 1, 2020**

**Immediately Following the 7:00pm City Council Meeting**



### **Economic Development Authority Agenda\***

\* VIA Zoom

Topic: EDA

Time: Dec 1, 2020 07:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92761361370?pwd=bFI4RENwVVlobHBqaVJ5RkZ6YmhSQT09>

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Find your local number: <https://zoom.us/u/abUUkR7CHJ>

1. Call to Order
  - a. Pledge of Allegiance
  - b. Roll Call
  - c. Agenda Modifications
2. Approval of the Agenda
3. Approve minutes of November 4, 2020 regular meeting.
4. Public Hearing
  - a. Sale and Subdivision of Shovel Ready site PID 16.124.0020
5. Business Items
  - a. Commercial land discussion
6. Other Business/Updates/ Communications
7. Adjournment

Economic Development Authority Meeting Minutes  
November 4, 2020

1. **Call to Order:** President Johnson called the meeting to order at 9:11om.
  - a. **Pledge of Allegiance**
  - b. **Roll Call:** EDA Members present: Jeff Johnson, Steve Lundeen, Dan Collison, Jimmy Gordon, Justin Nielson. Staff present Community Development Director Sheila Sellman, City Administrator Josi Wood. Absent Luke Merrill.
  - c. **Agenda Modifications:** None
2. **Approval of the Agenda:** Motion by Lundeen, Second by Nielson to approve, motion passed 6-0.
3. **Approve minutes of October 6, 2020 regular meeting:** Motion by Bergley, Second by Lundeen, motion passed 6-0.
4. **Public Hearing**
  - a. Sale of EDA land PID 16.029.1400: Sellman explained that in May 2019 the EDA voted to sell EDA owned land to UPS for an expansion. The public hearing was held and no one from the public was present to speak on this item. The sales price of \$165,000 was agreed upon and the purchase agreement was presented. The City Attorney and UPS' counsel is working out the details. Motion by Collins to approve the resolution of approval, second by Nielson motion passed 6-0.
5. **Business Items**
  - a. Contract for Retail Academy Services: Sellman reviewed the proposed services indicating the following items will be included: Research-Custom demographic research – historical, current, and projected demographics – to include market trade areas by radius, drive times, and custom trade area. Custom Trade Area identified using Mobile Tracking Data. Retail Gap Analysis for trade area (i.e. leakage and surplus). Peer Market Identification. Trade Area Comparison Analysis. Tapestry Lifestyle Segmentation Analysis – psychographic profile of trade. Identification of priority retail categories for recruitment. Retail prospect identification of at minimum 10 retail prospects to be targeted for recruitment with discussion of site selection criteria. **Real Estate Analysis:** Retail Real Estate Analysis performed by licensed retail real estate professionals. Create Aerial imagery of trade area(s). Identify Target Zones for short- and long-term retail development **Marketing Materials:** Development of Customized Marketing Guide **Retail Academy:** Education on Retail Recruitment Implementation. And one Retail Academy Workshop, totaling six hours. Motion by Collins to approve the contract, second by Lundeen motion passed 5-1, Gordon Nay.
  - b. Commercial land discussion: The EDA directed Sellman to come back with sales prices for some commercial land in town, specifically east of TH 65. The EDA discussed if they should own land to offer incentives, the land being the incentive like the Shovel Ready program. Gordon said that is not our place. Johnson asked what do we have to offer, land is a great incentive. Collins asked what it would cost

to make lots shovel ready. The board directed Sellman to discuss land purchase with the Finance director to see if there are even any funds and to find out what it takes to make a property shovel ready.

6. **Other Business/Updates/ Communications:** Sellman provided information on East Central Regional Development Commission COVID relief grant, a flyer was in the packet. The closing on BP metals happened on October 28<sup>th</sup>.
7. **Adjournment:** Motion by Bergley, second by Lundeen to adjourn, motion passed 6-0 meeting adjourned at 9:56pm



## Memo for EDA Action

**To:** Economic Development Authority

**From:** Sheila Sellman, Community Development Director

**Date:** December 1, 2020

**Subject:** Sale of EDA Land to Light the Lamp LED.

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### **Background:**

The EDA owns property located on Dual Blvd E PID 16.124.0020 and has this property for sale for \$1. The subject property is a certified Shovel Ready Site. The subject site is zoned Industrial and is ready for development. Light the Lamp LED specializes in commercial lighting and Wolf River Electric is a commercial contractor both companies will operate in the proposed building. Both companies are housed in one space at 101 Isanti Parkway. As they continue to grow their existing space is not conducive to their needs. They propose to buy the 15-acre shovel ready site for their new facility however they only need 10-acres. At the October EDA meeting the board discussed this sale in closed session and agreed to subdivide the subject parcel into 3 five-acre parcels and sell two of them to Light the Lamp LED/Wolf River Electric. The development agreement will stipulate time frames and a turnback clause if they don't build on both parcels.

They currently have 35 employees and plan to increase to 55 within the first 3 months after the new building is up and running.

### **Recommendation:**

Staff recommends that EDA sell the 10 acres of the subject site to Light the Lamp LED for \$1 and to execute the proposed purchase agreement. Once this has been executed the City Council will need to review and approve a subsidy agreement for the sale.

### **Proposed Action:**

Approve the Resolution for the sale and enter into the Purchase Agreement.

### **Attachments:**

- Resolution
- Purchase Agreement

**RESOLUTION 2020-08**

**AUTHORIZING THE SALE OF EDA-OWNED INDUSTRIAL LAND FOR  
CONSTRUCTION OF OFFICE/WAREHOUSE**

**WHEREAS**, the EDA owns certain real property on Dual Blvd NE PID 16.124.0020 in the City of Isanti, County of Isanti, state of Minnesota; and

**WHEREAS**, the subject site is part of the Certified Shovel Ready Program; and

**WHEREAS**, the buyer Light the Lamp LED. proposes to build an office/warehouse and employ an additional 20 people within the first year of the purchase date; and

**WHEREAS**, the sale of the land is in the best interest of the city to expand tax and employment growth and furthers its general plan of economic development; and

**WHEREAS**, the City attorney has drafted the purchase agreement for the sale 10-acres (two five-acre parcels) to Light the Lamp LED for \$1.00; and

**WHEREAS**, the city will process the subdivision at the expense of Light the Lamp LED; and

**WHEREAS**, said purchase is subject to a subsidy agreement through the City Council and is subject to site plan approval.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Economic Development Authority of the City of Isanti, approves the sale of 10-acres to Light the Lamp LED. and authorizes the City Administrator to execute any documents necessary for the sale.

This Resolution hereby approved by the Isanti EDA this 1<sup>st</sup> day of December 2020.

Attest:

\_\_\_\_\_  
EDA President Jeff Johnson

\_\_\_\_\_  
Sheila Sellman  
EDA Secretary/Community Development Director

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Isanti Economic Development Authority**, a public body corporate and politic and political subdivision of the State of Minnesota (“Seller”), and **Light the Lamp LED** a Minnesota limited liability corporation (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Agreement is \_\_\_\_\_ (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the southern 10 acres of vacant land contained within the property with PID Number 16.124.0020, which is to be platted as: \_\_\_\_\_  
  
T.B.D. Isanti County, Minnesota (“Property”).
3. **PURCHASE PRICE.** The purchase price for the Property is \$1.00 (the “Purchase Price”).
4. **TITLE COMMITMENT.**
  - a. Seller makes no representations or warranties with respect to the status of title to the Property. Within 30 business days after the Effective Date, Seller shall, at Seller’s expense, obtain a commitment from Escrow Agent to issue an owner’s policy of title insurance insuring Buyer’s title to the Property (the “Title Commitment”) and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
  - b. Buyer shall have until the date 30 days after the receipt of the Title Commitment and the Survey (collectively, “**Title/Survey**”) to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller’s title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a “**Title Objection Notice**”). Any defects in or encumbrances on Seller’s title that Buyer does not identify in a timely Title Objection Notice are each a “**Permitted Exception**.” Within three business days after Seller’s receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions (“**Seller’s Title Notice**”). If Seller’s Title Notice indicates that Seller agrees to take action in response to Buyer’s Title Objection Notice on or before the closing date established pursuant

to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not agree to take action in response to Buyer's Title Objection Notice on or before the closing date established in Section 10, Buyer may, at any time with three business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three business days after Buyer's receipt of Seller's Title Notice, then Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 5. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and prior to any termination of this Agreement, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
  - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property; provided Buyer will have no liability or obligation for incidental or consequential damages or damages relating to pre-existing conditions on the Property, including without limitation Hazardous Substances located on, within or under the Property and discovered by Buyer during its due diligence investigations.
  - c. Buyer must comply with and shall cause its employees, agents, and contractors to comply with all applicable laws, while on the Property.

- d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
- e. If this Agreement is terminated, Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
- f. The cost of any test or survey work will be borne solely by Buyer.

The payment and indemnification provisions of this Section 7 shall survive any termination or cancellation of this Agreement.

**6. PROPERTY SOLD AS IS.** Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

## 7. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer signs this agreement until February 1, 2021 (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City or any other governmental entity. The City will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.
- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer’s determination, in Buyer’s sole and absolute discretion, that the condition of the Property is not suitable for Buyer’s intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer’s intention to proceed (a “**Notice to Proceed**”) to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.
- d. Within ten days after the Effective Date, Seller shall provide Buyer with all copies of all reports and other studies involving the Property which are in the possession or control of Seller, including but not limited to all environmental reports, soils reports, surveys and planning studies, flood plain analyses, evaluations or exploration reports, all engineering studies and plans pertaining to the Property and all other documents or instruments which relate to the condition or developability of all or any portion of the Property.

## 8. DEFINITIONS. As used in this Agreement:

“**Claim**” or “**Claims**” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

“**Environmental Law**” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution

Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

**“Hazardous Substance” or “Hazardous Substances”** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

9. **RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

10. **NOTICES.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Central Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller:           Josi Wood  
                      City Administrator  
                      City of Isanti  
                      110 1<sup>st</sup> Ave. N.W.  
                      Isanti, MN 55040  
                      Email: jwood@cityofisanti.us

Buyer: Light the Lamp LED  
Justin Nielson  
2422 Arnold Palmer Drive  
Blaine MN 55449

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

**11. CLOSING.** This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement. The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid the necessity for a Closing at which the Parties are present.

a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:

- i. A limited warranty deed, duly executed and acknowledged on behalf of the Seller, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; (D) matters that constitute Permitted Exceptions pursuant to Section 6; (E) a covenant restricting the use of the land pursuant to Minn. Stat. § 469.105, subd. 6; and (F) a reverter clause consistent with the requirements of Section 30.
- ii. A certified copy of a duly adopted Resolution authorizing Seller's sale of the Property to Buyer; and
- iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

b. **Buyer's Obligations at Closing.** At Closing, Buyer must:

- i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement;

- ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.

c. **Closing Costs.**

- i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
  - 1. Seller shall pay all outstanding property taxes, including but not limited to, Payable 2020-21 for the Property.
  - 2. Seller's own attorney's fees.
  - 3. One-half the cost of any closing fees.
  - 4. The costs of abstracting, title examination, preparation and issuance of the Title Commitment including any updates.
  - 5. Any recording fees and taxes for title clearance documents.
  - 6. State Deed Tax and Conservation fee.
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
  - 1. Buyer's portion of prorated property taxes, if any.
  - 2. Buyer's own attorney's fees.
  - 3. One-half the cost of any closing fees.
  - 4. Documentary and recording fees for the deed(s).
  - 5. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.
  - 6. All special assessments levied or pending against the Property as of the Closing Date, if any.
  - 7. The cost of platting the Property, including all professional fees and recording costs.

- d. **Possession.** Seller must deliver possession of the Property to Buyer at Closing.

**12. REAL ESTATE BROKERS.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

**13. ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party.

- 14. THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.
- 15. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.
- 16. CAPTIONS.** The 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.
- 17. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.
- 18. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 19. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 20. REMEDIES.**
- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, if any, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Isanti County District Court to recover its actual damages arising from the default.
  - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.
- 21. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.

- 22. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed and shall not be deemed to have merged therein.
- 23. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 24. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
- 25. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.
- 26. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 27. PLATTING.** Following execution of this Purchase Agreement, Seller shall plat the entire existing parcel, PID Number 16.124.0020, into three approximately five-acre parcels. The description in Section 2 shall be updated accordingly. The southern two five-acre parcels shall constitute the Property. The cost of the platting process shall be paid for by Buyer at or before Closing.
- 28. REVERTER.** The parties acknowledge that Seller agrees to sell two five-acre parcels to Buyer with the express understanding that Buyer's initial development will be contained entirely on one parcel and the other parcel will be used for future expansion. Notwithstanding any other terms of this Agreement, in the event Buyer does not expand its business to the second parcel within \_\_\_\_ years of the Closing (the Reversion Date), title to the second parcel shall be transferred back to the Seller within 30 days following the Reversion Date without return of any portion of the Purchase Price. This Purchase Agreement is made expressly contingent upon this condition, and without it the Seller would not have entered into this Agreement. For purposes of this paragraph, "expansion" means [REDACTED]. This terms of this section 29 shall survive Closing and termination of this Agreement.

[Remainder of page left blank intentionally.]

**SELLER: The City of Isanti Economic Development Authority**

By: \_\_\_\_\_  
Jeff Johnson, Mayor

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Katie Brooks, City Clerk

Dated: \_\_\_\_\_, 2020

**BUYER: Light the Lamp LED**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

529-35-423-7122  
JOB NUMBER: R13.03692 FIELD BOOK: SHARI 02, PG. 8-5 DOWRY BT: EFW  
IAR13103692/03/103692401.DWG  
© 2011 All Rights Reserved  
Bentley & McEwen, Inc. 2011. All Rights Reserved  
The address of the subject property may not appear in the public record.