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PURCHASE AGREEMENT
(321 First Avenue West)

1. PARTIES. This purchase agreement (the "Purchase Agreement") is made this ___ day of June, 2017 by and between Booyaah Properties, LLC ("Seller") and the City of Shakopee, a Minnesota municipal corporation ("Buyer").

2. SUBJECT PROPERTY. The Seller is the owner of real property located at 321 First Avenue West, Shakopee, Scott County, Minnesota and legally described as:

Lots 2 and 3, Block 7, City of Shakopee, according to the recorded plat thereof

(the "Property").

3. OFFER/ACCEPTANCE. In consideration of the mutual agreements herein contained, the Buyer offers and agrees to purchase and the Seller agrees to sell the Property.

4. CONTINGENCIES. This Purchase Agreement is contingent upon the following:

A. The Buyer's inspection of the Property and environmental testing (if deemed necessary by the Buyer) and the Buyer receiving reports related to all appropriate due diligence, including without limitation conducting soil borings and testing on the Property, that are satisfactory to the Buyer;

B. Condition of title being satisfactory to the Buyer following the Buyer's examination of title as provided in Section 10 of this Purchase Agreement.

The Buyer shall have until the Closing Date (as defined herein) to remove the foregoing contingencies. The contingencies are solely for the benefit of the Buyer and may be waived by the Buyer. If the contingencies are duly satisfied or waived, then the Buyer and the Seller shall proceed to close the transaction as contemplated herein. If, however, one or more of the contingencies is not satisfied, or is not satisfied on time, and is not waived by the Buyer, this Purchase Agreement shall thereupon be void, at the option of the Buyer. If this Purchase Agreement is voided by the Buyer, the Buyer and the Seller shall execute and deliver to each other a termination of this Purchase Agreement.

5. PURCHASE PRICE AND TERMS:

A. CONSIDERATION: Buyer shall pay the Seller at closing $375,000 for the Property (the "Purchase Price"). Seller acknowledges that the cost of any and all relocation services and relocation benefits which the Buyer is required by law to offer tenants of the Property will be deducted from the Purchase Price.

6. CLOSING DATE. The closing of the sale of the Property shall take place on or before April 1, 2018 (the "Closing Date"), unless otherwise mutually agreed by the parties. The closing

shall take place at Shakopee City Hall, 129 Holmes Street South or other location as mutually agreed upon by the parties.

7. DOCUMENTS TO BE DELIVERED AT CLOSING. The Seller agrees to deliver the following documents to the Buyer at closing:

A. A duly recordable warranty deed conveying fee simple title to the Property to the Buyer, free and clear of any mortgages, liens or encumbrances other than matters created by or acceptable to the Buyer;

B. An affidavit from the Seller sufficient to remove any exception in the Buyer's policy of title insurance for mechanics' and materialmens' liens and rights of parties in possession;

C. Affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

D. A completed Minnesota Well Disclosure Certificate, unless the warranty deed includes the statement "the Seller certifies that the Seller does not know of any wells on the described Property"; and

E. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes, rules or ordinances.

8. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

A. The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties or interest, for the years prior to the year in which closing occurs. The Buyer and the Seller shall prorate as of the Closing Date the real estate taxes for the Property that are due and payable in the year of closing.

B. The Seller shall pay all special assessments levied against the Property as of the Closing Date, including special assessments certified for payment with the real estate taxes and all deferred assessments. The Buyer shall assume payment of any special assessments that are pending but not levied against the Property as of the Closing Date.

9. EXAMINATION OF TITLE. The Buyer's examination of title to the Property shall be conducted as follows:

A. SELLER'S TITLE EVIDENCE. The Seller shall provide the Buyer with the certificate of title or abstract for the Property. Upon receipt of the certificate of title or abstract, the Buyer shall order a title commitment.

B. BUYER'S OBJECTIONS. The Buyer shall make written objections (the "Objections") to the form or contents of the title commitment or condition of title within 20 days after receipt of the same. The Buyer's failure to make Objections within such time period shall constitute waiver of the Objections. The Seller shall have 20 days after receipt of the Objections to cure the Objections, during which period the closing will be postponed, if necessary. The Seller shall use all reasonable efforts to correct any Objections. If the Objections are not cured within such 20-day period, the Buyer will have the option to do either of the following:

1. Terminate this Purchase Agreement; or

2. Cure the Objections at the Buyer's expense.

10. CLOSING COSTS AND RELATED ITEMS.

A. SELLER'S COSTS. The Seller shall be responsible for the following closing costs and related items: (1) all recording fees and charges relating to the filing of any instrument required to make title marketable; and (2) its own legal and accounting fees associated with this transaction.

B. BUYER'S COSTS. The Buyer shall be responsible for the following closing costs and related items: (1) any fees incurred for updating the title; (2) any state deed tax, conservation fee or other federal, state or local documentary or revenue stamps or transfer tax with respect to the warranty deed to be delivered by the Seller; (3) the cost of any survey of the Property required by the Buyer; (4) the cost of preparing the title commitment and all premiums required for issuance of the title insurance policy; (5) any fees for standard searches with respect to the Seller and the Property; (6) the fees of any soil tests, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the Buyer; (7) recording fees and charges related to the filing of the warranty deed; (8) all closing fees charged by the title company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Purchase Agreement; and (9) its own legal and accounting fees associated with this transaction.

11. POSSESSION/CONDITION OF PROPERTY. The Seller shall deliver possession of the Property to the Buyer at closing in the condition as the Property existed on the date of execution of this Purchase Agreement. The Seller agrees to remove from the Property all debris and any items of the Seller's personal property not included in this sale no later than 4:00 p.m. on the date before the Closing Date. The Seller shall remove all substances which, under state or federal law, must be disposed of at an approved disposal facility.

12. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. The Seller represents that there is no individual sewage treatment system on or serving the Property.

13. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller hereby represents and warrants to Buyer as of the Closing Date that:

A. Title. The Seller has good, indefeasible and marketable fee simple title to the Property.

B. Condemnation. There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.

C. Defects. The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements and restrictions.

D. Legal Compliance. The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules and restrictions.

E. Legal Proceedings. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof; and the Seller has no knowledge that any such action is presently contemplated.

F. Refuse and Hazardous Materials. The Seller has not performed and has no actual knowledge of any excavation, dumping or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller's best actual knowledge and belief, there are no "Hazardous Materials" (as hereinafter defined) on the Property that would subject the Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller's best actual knowledge and belief:

1. The Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials;

2. No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;

3. There are no underground or aboveground storage tanks on the Property;

4. Neither the Seller nor, to the best knowledge of the Seller, any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, "Occupant") has received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from or affecting the Property.

The term **"Hazardous Materials"** as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

G. Legal Capacity. The Seller has the legal capacity to enter into this Purchase Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against the Seller within the last year.

H. Leases. Seller has leased the property to Doggie Doo's Spa & Retreat Inc. (the "Tenant") and plans to relocate the Tenant to another space prior to the Closing Date. There are no other third parties in possession of the Property, or any part thereof; and there are no other leases, oral or written, affecting the Property or any part thereof.

I. Foreign Status. The Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.

J. Methamphetamine Production. To the best of the Seller's knowledge, methamphetamine production has not occurred on the Property.

The Seller's representations and warranties set forth in this Section shall be continuing and are deemed to be material to the Buyer's execution of this Purchase Agreement and the Buyer's performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Purchase Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify and hold the Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations and attorneys' fees incurred should an assertion, claim, demand, action or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

14. RELOCATION BENEFITS; INDEMNIFICATION. The Seller acknowledges that it is not being displaced from the Property as a result of the transaction contemplated by this

Purchase Agreement. As part of the consideration for this Purchase Agreement, Seller agrees that the cost of any and all relocation benefits, assistance and services offered by the City to which the Tenant may be eligible will be deducted from the Purchase Price. An explanation of the relocation benefits that the Tenant may be eligible for is attached as Exhibit A. The provisions of this paragraph shall survive closing of the transaction contemplated by this Purchase Agreement.

15. TENANTS. The Seller warrants that there are no tenants on the Property with a lawful leasehold interest or otherwise occupying the Property that have not been disclosed in this Purchase Agreement. In the event any tenant comes forward and claims an interest in the Property at the time of or following the purchase, the Seller agrees to fully indemnify the Buyer for any and all costs associated with terminating such tenancy and for any and all relocation assistance and benefits that may be due to such tenant together with attorneys' fees that the Buyer would have to incur in connection with legal action required to resolve any relocation assistance or benefits dispute with such tenant. For Sections 14 and 15 of this Purchase Agreement, "relocation assistance and benefits" shall have the meaning ascribed to them by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Sections 4601-4655 (the federal URA) and the regulations implementing the federal URA, 49 C.F.R. Sections 24.1-24.603.

16. BROKER COMMISSIONS. The Property was listed by a real estate broker retained by the Seller. The Seller is responsible for paying its real estate broker's commission from the proceeds of the sale. With the exception of the above, both the Buyer and the Seller represent that no other brokers have been retained with respect to the Property who would be entitled to a commission or other compensation. The Seller agrees to indemnify, defend, and hold the Buyer harmless against and in respect to any such obligation and liability based in any way upon agreements, arrangements, or understandings made or claimed to have been made by the Seller with any other agents, brokers, or third parties. Likewise, the Buyer agrees to indemnify, defend, and hold the Sellers harmless against and in respect to any such obligation and liability based in any way upon agreements, arrangements, or understandings made or claim to have been made by the Buyer with any other agents, brokers, or third parties.

17. ENTIRE AGREEMENT. This Purchase Agreement constitutes the entire agreement between the parties and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein.

18. AMENDMENT AND MODIFICATION. No amendment, modification or waiver of any condition, provision or term of this Purchase Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.

19. BINDING EFFECT. This Purchase Agreement binds and benefits the parties and their successors and assigns.

20. NOTICES. Any notice, demand, request or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed have been given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

A. If to the Seller: Booyaah Properties, LLC
1625 Ridgewood Lane N
Roseville, MN 55113

B. If to the Buyer: City of Shakopee
Attention: City Administrator
129 Holmes Street South
Shakopee, MN 55379

or such other address as either party may give to another party in accordance with this Section.

21. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Purchase Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

22. CUMULATIVE RIGHTS. Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

23. DEFAULT; REMEDIES; SPECIFIC PERFORMANCE. If the Buyer defaults in any of the agreements herein, the Seller may terminate this Purchase Agreement. If this Purchase Agreement is not so terminated, the Buyer or the Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; provided that any action for specific enforcement must be brought within six months after the date of the alleged breach.

24. GOVERNING LAW. All matters relating to the validity, construction, performance, or enforcement of this Purchase Agreement shall be determined in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date written above.

SELLER

BOOYAAH PROPERTIES, LLC

By: _____

Its: _____

BUYER

CITY OF SHAKOPEE

By: _____
William P. Mars
Its: Mayor

By: _____
William H. Reynolds
Its: City Administrator

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date written above.

SELLER

BOOYAAH PROPERTIES, LLC

By: _____

Its: CEO

BUYER

CITY OF SHAKOPEE

By: _____
William P. Mars
Its: Mayor

By: _____
William H. Reynolds
Its: City Administrator

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EXHIBIT A

EXPLANATION OF RELOCATION BENEFITS