

Pursuant to due call and notice thereof, a North Mankato Port Authority Commission meeting was held in the Council Chambers of the Municipal Building on Monday, February 6, 2023.

President Olenius called the meeting to order at 5:00 p.m. The following were present: Commissioners Oachs, Peterson, Whitlock, Carlson, Steiner, Executive Vice President McCann, Assistant Treasurer Ryan, Community Development Director Fischer, and Secretary Van Genderen. Absent Commissioner Kaus.

Approval of the Minutes

Commissioner Steiner moved, seconded by Commissioner Whitlock, to approve the minutes of the Port Authority meeting of January 17, 2023. Vote on the motion: Oachs, Peterson, Whitlock, Carlson, Steiner, and Olenius, aye, no nays. Motion carried.

Approval of Bills

Commissioner Steiner moved, seconded by Commissioner Oachs, to approve the bills. Vote on the motion: Oachs, Peterson, Whitlock, Carlson, Steiner, and Olenius, aye, no nays. Motion carried.

Adjourn to Closed Session under MN Statute 13D.05, subd.3 (c) (1) 1111 Range Street

Commissioner Steiner moved, seconded by Commissioner Oachs, to adjourn to a closed session under MN Statute 13D.05, subd.3 (c) (1) 1111 Range Street. Vote on the motion: Oachs, Peterson, Whitlock, Carlson, Steiner, and Olenius, aye, no nays. Motion carried.

Commissioner Oachs moved, seconded by Commissioner Carlson, to Open the Meeting at 5:24 p.m. Vote on the motion: Oachs, Peterson, Whitlock, Carlson, Steiner, and Olenius, aye, no nays. Motion carried.

Public Hearing, 5:30 p.m. to Consider the Sale of Real Estate located at 1111 Range Street.

Executive Vice President McCann reported that the Port Authority staff have been working on marketing the property for sale. The Port Authority has a two-year lease with HyLife, but after the end of the agreement, the Port would like to sell the property for development. The Port has been working with 1111 Holdings of Mankato, LLC, concerning the sale of the property. The company is interested in purchasing the property for a mixed-use redevelopment, developing the property into commercial and residential mixed-use. The development would require the property to go through a PUD process which would require working with the public, North Mankato Planning Commission, and the City Council.

Executive Vice President McCann reported the sale is for 3.25 million dollars. Originally, the City paid \$3.50 million, but Hylife agreed to pay anything above \$3.25 million. The City has received \$37,000 a month in lease from Hylife and \$13,100 in lieu of

hotel/motel taxes. The Port Authority took out \$4.5 million in bonds with a \$3.5 million purchase price and an additional \$1 million for renovations. The property's sale, lease, and tax payments will profit the Port by approximately \$825,000.

Max DeMars, a partner in the 1111 Holdings of Mankato, LLC, stated he was excited to work with the neighborhood, the Port Authority, and the City to develop a vision for the area to create a regional and commercial hub in the region. President Olenius stated he is excited about the prospects, and the City and Port will work with the developers through the PUD process. Commissioner Steiner said he was excited to see the area redeveloped. Commissioner Oachs encouraged the development company to consider State Funding. Marty Wallenbach, another partner, spoke before the Port and stated he was excited about the development. His experience working with the City on other recent projects in Lower North has prepared him to execute the development. Commissioner Carlson stated he was excited about the collaborative process, including the City and the neighborhood.

Tom Hagen, 927 Lake Street, appeared before the Port Authority and stated he still wanted more transparency.

Res. No. 1-23 Conveying Certain Property Located in the City of North Mankato to 1111 Holdings of Mankato, LLC

Commissioner Steiner moved, seconded by Commissioner Peterson, to enter into the Purchase Agreement with 1111 Holdings of Mankato, LLC. Vote on the motion: Oachs, Peterson, Whitlock, Carlson, Steiner, and Olenius, aye, no nays. Motion carried.

Set Public Hearing for 5:30 pm on February 21, 2023, to Consider the Sale of Real Estate.

Community Development Director Fischer reported that the land is 10 acres owned by the Port Authority in the North Port Industrial Park. The sale would be to Gordini USA, Inc, a manufacturer of winter clothing. The land would be developed into a 120,000-square-foot facility. The sale requires a public hearing which is being set for February 21, 2023, at 5:30 p.m. A purchase agreement will be available soon. Commissioner Peterson moved, seconded by Commissioner Steiner, to set a Public Hearing for 5:30 pm on February 21, 2023, to Consider the Sale of Real Estate. Vote on the motion: Oachs, Peterson, Whitlock, Carlson, Steiner, and Olenius, aye, no nays. Motion carried.

Information Concerning Proposed TIF District.

Executive Vice President McCann reported that Gordini USA, Inc., as part of the purchase and development, is pursuing a TIF District. The City will be the TIF's fiscal agent, but the Port Authority recommendation will be required for the City to move forward.

Other Business

None

Open Meeting to the Public

None

There being no further business, Commissioner Steiner moved, seconded by Commissioner Oachs, to adjourn. Vote on the motion: all ayes. Motion carried. The meeting was adjourned at 5:55 p.m.

President

Secretary

The Free Press MEDIA

THE LAND

P.O. Box 3287, Mankato, MN 56002

www.mankatofreepress.com phone: (507) 344-6314, fax: (507) 625-1149

Affidavit of Publication

STATE OF MINNESOTA, COUNTY OF BLUE EARTH, SS.

Steve Jameson, being duly sworn, on oath states as follows:

1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 02/09/23, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 45.83.

5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: 
Steve Jameson, Publisher

Sworn to and subscribed before me, this day
02/09/2023


Notary Public

Public Notice

February 9, 2023

NOTICE OF PUBLIC HEARING

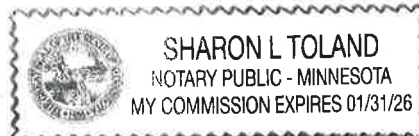
NOTICE IS HEREBY GIVEN that the North Mankato Port Authority Commission will meet at the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota at 5:30 p.m. on Tuesday, February 21, 2023, to consider the sale of real estate described as Lot 2, Block 1, Northport No. 22. The terms and conditions of the sale may be viewed upon request at the Port Authority Office, located at 1001 Belgrade Avenue, North Mankato, Minnesota. At the Hearing, the Port Authority will meet to decide if the sale is advisable.

Such persons as desire to be heard with reference to the proposed sale of real estate will be heard at this meeting. Written testimony will also be accepted at the public hearing. Written comments must be received by February 16, 2023, at 1001 Belgrade Avenue. Contact North Mankato City Hall at 507-625-4141 or visit www.northmankato.com for additional information.

Dated this 6th day of February 2023

BY ORDER OF THE
NORTH MANKATO
PORT AUTHORITY

By: April Van Genderen
Secretary



NORTH MANKATO PORT AUTHORITY COMMISSION

RESOLUTION NO. 2-23

RESOLUTION CONVEYING CERTAIN PROPERTY LOCATED IN
THE CITY OF NORTH MANKATO TO G2 REALTY LLC

WHEREAS, the North Mankato Port Authority Commission (the "Authority") was created pursuant to Minnesota Statutes, Sections 469.048 through 469.068, as amended, and Section 469.079 (the "Act") and was authorized to transact business and exercise its powers by resolution of the City Council of the City of North Mankato, Minnesota (the "City"); and

WHEREAS, pursuant to the Act, the Authority is authorized to cause the purchase, sale, and development of property located in the City for the purpose of promoting the economic development of the City; and

WHEREAS, the Authority is the owner of certain real property located in the City commonly known as Lot 2 Block 1, Northport No. 22, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, G2 Realty LLC (the "Developer") wishes to acquire the Property for development purposes which will result in the development of a warehouse (the "Project"); and

WHEREAS, the sale and conveyance of the Property to the Developer for the Project is recommended and advisable because such would be in the best interest of the City and its people due to the creation of jobs, increases to the City's tax base, and other advantages of development that are similarly beneficial to the City and the quality of life of its people; and

WHEREAS, after due published notice thereof, the Authority held a public hearing at 5:30 p.m. on Tuesday, February 21, 2023, at the Municipal Building located at 1001 Belgrade Avenue, North Mankato, Minnesota, to consider the sale and conveyance of the Property; and

WHEREAS, the Developer has signed an Agreement of Purchase and Sale (the "Agreement") for the Property, which is attached hereto, contingent on approval of the Authority.

NOW THEREFORE BE IT RESOLVED, BY THE NORTH MANKATO PORT AUTHORITY COMMISSION, as follows:

1. The Authority hereby determines that the sale of the Property to the Developer is in the best interest of the City and its people and furthers its general improvement and development plans.
2. The Authority hereby finds that the sale of the Property to the Developer is advisable and approves the sale on the terms and conditions articulated in the Agreement.
3. The Authority hereby authorizes the Executive Vice President and the Secretary of the Authority to execute the Agreement, including any necessary amendments thereto and any other documents necessary to complete the sale of said Property and carry out this Resolution.

4. The Authority hereby authorizes the officers, staff, and legal counsel for the Authority to take other actions necessary to carry out the terms of the sale, the Agreement, and this Resolution.

Approved by the Board of Commissioners of the North Mankato Port Authority Commission this 21st day of February 2023.

President

Secretary

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), between **North Mankato Port Authority Commission**, a Minnesota municipal corporation (“**Seller**”), and **G2 Realty LLC**, a Delaware limited liability company (“**Purchaser**”).

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

1. **Land To Be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller approximately 10.72 acres of vacant industrial land in the City of North Mankato (the “**City**”), legally described as Lot 2, Block 1, Northport No. 22, Nicollet County, Minnesota, upon completion of plat, to be as depicted on **Exhibit A** attached hereto, together with all easements, tenements, hereditaments, and appurtenances belonging thereto (referred to hereinafter as the “**Land**”).

2. **Purchase Price.** The purchase price for the Land (“**Purchase Price**”) is \$65,000.00 per acre of the Land. The exact acreage of the Land and, accordingly, the Purchase Price, will be determined pursuant to the Survey (defined below), and upon such determination the exact Purchase Price will be memorialized in an amendment to this Agreement. The Purchase Price is payable as follows:
 - A. \$65,000.00 earnest money (including all interest earned thereon, the “**Earnest Money**”) will be deposited by Purchaser in an Escrow Account with Commercial Partners Title, LLC, 200 South Sixth Street, Suite 1300, Minneapolis, Minnesota 55402 (“**Escrow Agent**”), Attention Nancy Jones, within 5 Business Days (defined below) after the Effective Date. Purchaser and Seller will each pay one-half of any Escrow Fee charged by Escrow Agent for its services in connection with administering the Escrow Account. Except as expressly provided in this Agreement, the Earnest Money shall be nonrefundable to Purchaser following the Condition Date (defined in Section 4.C. below, and as the same may be extended as provided in Section 4.D. below).

 - B. The balance of the Purchase Price will be paid by wire transfer or cash at Closing (defined below).

3. **Title to Be Delivered.**
 - A. At Closing, Seller agrees to convey fee simple title in the Land to Purchaser subject only to any Permitted Encumbrance (defined below).

 - B. Purchaser, at Seller’s expense, will obtain a commitment for title insurance covering the Land issued by Escrow Agent (herein the “**Commitment**”) for a 2021 ALTA owner’s policy of title insurance (the “**Title Insurance Policy**”) to be issued at Closing by Chicago Title Insurance Company (the “**Title Company**”). Pursuant

to the Commitment, the Title Company will agree to issue to Purchaser, upon recording the Deed (defined below), the Title Insurance Policy, including any insurable appurtenances (including easements, covenants, conditions, and restrictions) benefitting the Land (collectively, including any to be created pursuant to the provisions of this Agreement, "**Appurtenances**"), in the amount of the Purchase Price, without exception for any matters other than: (i) current taxes not yet due and payable; and (ii) easements and restrictions of record expressly approved or deemed approved by Purchaser as a Permitted Encumbrance, if any. Within 30 days after Purchaser's receipt of the later of the Commitment and the Survey, Purchaser and Purchaser's counsel may examine the Commitment and Survey and provide written notice to Seller of its disapproval in Purchaser's sole discretion of any matter contained therein ("**Purchaser's Title Notice**"). Any disapproved matters are hereinafter referred to as "title defect(s)". Except as provided below with respect to Mandatory Cure Items (defined below), any matter shown in the Commitment or Survey that is not identified in Purchaser's Title Notice, and any matter which is identified in Purchaser's Title Notice and which Seller does not elect to cure as provided below, is a "**Permitted Encumbrance**". Seller has 10 days after the issuance of Purchaser's Title Notice ("**Cure Period**") to notify Purchaser of any title defects (if any) which Seller has elected to use reasonable diligence to attempt to cure. Seller will be deemed to have elected not to attempt to cure any title defects as to which Seller does not specifically elect to attempt to cure in such 10 day time period. Seller will use prompt and reasonable diligence to cure any items which Seller elects to use reasonable diligence to attempt to cure. If, after the exercise of reasonable diligence, Seller is unable to correct such title defect(s) to Purchaser's satisfaction prior to the Condition Date (defined below), then Purchaser, in Purchaser's sole discretion, has the option to: (i) waive such title defect(s), in which case each of such waived defect(s) will be deemed a Permitted Encumbrance; or (ii) terminate this Agreement by written notice to Seller no later than the Condition Date and receive a refund of the Earnest Money. Failure by Purchaser to terminate this Agreement in writing by the Condition Date will be deemed an election by Purchaser to waive the title defects pursuant to clause (i) above. Whether or not Purchaser has delivered to Seller any notice of title defects pursuant to the foregoing terms, Purchaser may, at or prior to the Closing, notify Seller in writing of any title defects first raised by the Title Company or the surveyor that prepared the Survey (the "**Surveyor**") between the original effective date of the Commitment or Survey delivered to Purchaser, as the case may be, and the Closing. Any such objections made by Purchaser will be resolved in the same manner as set forth above, and if Seller does not satisfy any such objection within 5 days of Purchaser's objection then within 5 days after the expiration of such 5 day period Purchaser will have the right to terminate this Agreement and receive a refund of the Earnest Money (with the Closing Date to be extended as necessary to account for such cure and termination period). Notwithstanding anything to the contrary set forth herein, Purchaser need not specify in Purchaser's Title Notice any liens (including, without limitation, mortgage or mechanics liens) which evidence monetary encumbrances (and specifically excluding liens for non-delinquent real estate taxes and assessments)

which can be removed by payment of liquidated amounts, such as mortgage financing documentation and mechanics' or materialmen's liens or other liens (the "**Mandatory Cure Items**"), which Mandatory Cure Items will be deemed title defects, and in the event that Seller does not cure any Mandatory Cure Items, Purchaser will have the right to proceed to Closing and utilize the Purchase Price to the extent necessary to pay the same and to deduct the amount of the same from the sums due to Seller and collect from Seller any additional funds necessary to effect such payment. Notwithstanding the foregoing, the parties acknowledge and agree that the Mandatory Cure Items include certain deferred real estate assessments currently a lien against the Land (the "**Deferred Assessments**"), but that Seller, at its option, may elect to have the lien of the Deferred Assessments transferred to other lands owned by Seller in lieu of payment at Closing.

- C. Within a reasonable time period following Title Company's issuance of the Commitment, Seller, at Seller's expense, will deliver to Purchaser an ALTA/NSPS Land Title Survey of the Land in compliance with the Survey Checklist attached hereto as **Exhibit B** (the "**Survey**"). Without limitation, Seller, at Seller's expense, must deliver to the Surveyor all documentation required in order to fulfill the requirements of said Survey Checklist, including, without limitation, zoning information to complete Table A Item 6 and utility information to complete Table A Item 11. In the event the Survey shows any encroachments or any improvements upon, from, or onto the Land, or on or between any building setback line, lot line, or any easement, or other matter except those acceptable to Purchaser, in Purchaser's sole discretion, said encroachment, easement, or other matter will be treated in the same manner as a title defect and will be subject to the timing and procedures set forth in Subsection 3.B. above.

4. **Rights of Inspection, Testing and Review; Due Diligence Conditions.**

- A. Not later than 5 Business Days following the Effective Date, Seller will deliver to Purchaser copies of all consents, permits, zoning and other approvals, plans, specifications, title insurance policies, surveys, engineering studies and analysis, soil test borings, environmental studies, grading, utility and access plans, wetland delineation reports, and existing development agreements in Seller's possession or control with respect to the Land (the "**Land Information**"), and those items described on **Exhibit C** attached hereto, within Seller's possession or control.
- B. During the pendency of this Agreement, but only so long as Purchaser provides Seller no less than 24 hours' prior notice (which notice may be via electronic delivery to michaelf@northmankato.com) in connection with each instance of entry upon the Land, Purchaser, its counsel, accountants, agents and other representatives, will have full and continuing access to the Land and all parts thereof for any purpose whatsoever, including inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as Purchaser considers appropriate. Purchaser agrees to hold Seller harmless and indemnify Seller against any damage, claim, liability or cause of action arising from or caused,

in whole or in part, by the negligent actions or omissions of Purchaser, its agents, consultants, or representatives upon the Land; provided, however, that, such indemnity will not extend to (x) protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (i.e., latent environmental contamination), or (y) any liens, claims, causes of action, damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agents or employees. Purchaser will have the further right to make such inquiries of governmental agencies and utility companies, etc., and to make such feasibility studies and analyses as it considers appropriate. Purchaser will promptly repair any damage to the Land specifically caused by Purchaser's activities. The review of the Land Information, together with the review of the Land under this Subsection, are hereinafter referred to as the "**Inspections**".

C. Purchaser, no later than 90 days after the Effective Date (the "**Condition Date**"), will have the right to terminate this Agreement by written notice to Seller and to receive a refund of the Earnest Money, following which refund neither party will have any further obligation or liability hereunder except any provisions made to survive such termination as set forth in this Agreement. Such termination may be for any reason or no reason, including, without limitation, if any of the following conditions are not met by the Condition Date (each, a "**Due Diligence Condition**", and collectively, the "**Due Diligence Conditions**"):

- (i) Purchaser is satisfied with the condition of title and the Survey as provided in Section 3 above.
- (ii) Purchaser is satisfied with the results of the Inspections, including without limitation, environmental, soil and engineering reports.
- (iii) Purchaser has determined that all existing or planned utility services to the Land are adequate for Purchaser's development of the Land as Purchaser's Project (defined below), that the Land has direct access to a publicly dedicated road, and access to an off-site detention stormwater basin for Purchaser's development of the Land as Purchaser's Project.
- (iv) Purchaser has received satisfactory approvals of all planned improvements required in connection with any covenants, conditions, easements, or restrictions encumbering the Land.
- (v) Purchaser is satisfied with the terms and conditions of all existing governmental approvals and agreements (including without limitation development agreements) affecting the Land, and Purchaser has obtained, on terms and conditions satisfactory to Purchaser, any and all necessary governmental approvals and agreements (collectively, "**Approvals**"), including without limitation all necessary approvals, permits, licenses, zoning, rezoning, variances, site plan approval, subdivision(s) and development agreements from any environmental agencies, the City, or any

other governmental entities, to enable Purchaser to construct and operate a warehouse and distribution facility suitable for Purchaser's business ("**Purchaser's Project**"). Seller agrees to cooperate with Purchaser and its employees, agents and independent contractors with respect to Purchaser's intended development and use of the Land and any efforts to obtain Approvals required for Purchaser's intended development or use of the Land. Seller agrees to execute, and if required, obtain the written consent therefor from any mortgagee(s) or other third parties who may have a lien upon the Land, for any applications, submissions or other documents required to be filed in connection with any efforts to obtain such Approvals. All such information will be held by Seller in confidence and not be disclosed to any party other than those directly tasked with performance under this Agreement and for which the information is required for such performance.

- (vi) Purchaser has obtained a commitment to finance the acquisition of the Land and the construction of Purchaser's Project.
- (vii) Purchaser has obtained a commitment from the Minnesota Department of Employment and Economic Development with respect to certain economic incentives acceptable to Purchaser, in its sole discretion (the "**DEED Commitment**").
- (viii) Purchaser and Seller have negotiated an instrument to be executed and delivered at Closing which is acceptable to Purchaser in its sole discretion and provides for a right of first refusal in favor of Purchaser to purchase approximately 10 acres of land adjoining the Land as depicted on **Exhibit D** upon the same terms and conditions as set forth in this Agreement (including, without limitation, at a purchase price of \$65,000.00 per acre), which right will expire as of 11:59 p.m. on December 31, 2025.

The foregoing Due Diligence Conditions are for the sole benefit of Purchaser.

- D. Notwithstanding anything to the contrary set forth above, solely in the event Purchaser has not obtained the DEED Commitment as of the Condition Date, or an extension date, Purchaser, at its election made in writing to Seller on or prior to the Condition Date, may extend the Condition Date for up to 4 periods of 30 days each. Each such extension shall require delivery of an additional \$10,000.00 Earnest Money.

5. **Control of Land.** Until the Closing, except as provided in Section 4.B. above, Seller will have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Land, and any and all persons, whether employees or otherwise, and all property from and connected to the Land other than any damages or injuries caused by Purchaser, its counsel, accountants, agents, and other representatives, during or by its Inspections. If, prior to the Closing, the Land is materially damaged or the Land is the subject of an action in eminent domain

or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, may terminate this Agreement upon notice to Seller without liability on its part by so notifying Seller and all sums heretofore paid by Purchaser, including without limitation the Earnest Money, will be refunded to Purchaser. If Purchaser does not exercise its right of termination, any and all proceeds applicable to the Land and arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, will be assigned to or paid over to the Purchaser on the Closing Date. Seller will not enter into any contracts or agreements (or amendments or modifications of existing contracts or agreements) affecting the Land which would be binding on Purchaser after Closing without obtaining Purchaser's written consent thereto (which may be withheld in Purchaser's sole discretion).

6. **Representations Of Seller.** In order to induce Purchaser to enter into this Agreement and purchase the Land, with respect to the Land Seller hereby represents and warrants to Purchaser that to Seller's knowledge:

- A. No action in condemnation, eminent domain or public taking proceedings are now pending or contemplated against the Land.
- B. Except for the Deferred Assessments, there are no unpaid special assessments owing against the Land or that have been certified, levied or assessed against the Land. No ordinance or hearing is now before any local governmental body which either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Land.
- C. Seller has good and merchantable fee simple title interest to the Land. There are no leases, licenses, purchase agreements, purchase options, rights of first offer, rights of first refusal, or other unrecorded agreements in existence which affect the Land, other than a farm lease which shall be terminated by Seller, or transferred to other lands of Seller, prior to Closing at Seller's sole cost and expense.
- D. There are no notices, orders, suits, judgment or other proceedings relating to fire, building, zoning, air pollution, health, or environmental (such as hazardous substance) violations concerning the Land. Seller will promptly notify Purchaser of any notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health, or environmental violations as they relate to the Land. The current zoning for the Land permits its use, height, and density in accordance with Purchaser's Project.
- E. The Land will, as of the Closing Date, be free and clear of all liens, security interests, all encumbrances, leases, contracts, agreements or other restrictions except any Permitted Encumbrance and except those entered into by Purchaser.
- F. All labor or materials which have been furnished to the Land by or on behalf of Seller have been fully paid for or will be fully paid for prior to the Closing so that no lien for labor or materials rendered can be asserted against the Land.

- G. The Land does not now contain, and at no time previously has contained, any underground or above ground storage tanks.
- H. No wells are on the Land. No sewage systems (abandoned or otherwise) are on the Land.
- I. There are no cemeteries, burial grounds, or any other cultural remains located upon the Land which have been identified and/or authenticated, or could be identified and/or authenticated, in accordance with the provisions of any applicable state law.
- J. Intentionally Deleted.
- K. Seller's ownership, use, maintenance and operation of the Land and the conduct of the business related thereto has at all times complied with any applicable federal, state, county or municipal or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being hereinafter collectively referred to as the "**Environmental Laws**") and all other applicable environmental standards or requirements.
- L. Neither Seller, its agents, employees and independent contractors nor any tenant has operated the Land or any portion thereof for the purpose of receiving, handling, using, storing, treatment, transporting and disposing of petroleum products or any Hazardous Substance or Material meaning asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous or toxic or hazardous pollutant, contaminant, chemical material or other substance defined in said Environmental Laws, or other toxic dangerous or hazardous chemicals, materials, substances, pollutants and wastes, or any chemical, material or substance exposure which is prohibited, limited or regulated by any federal, state, county, regional or local authority (all the foregoing being hereinafter collectively referred to as "**Hazardous Materials**"), in violation of any Environmental Laws.
- M. There are no existing or pending remedial actions or other work with respect to the Land in connection with the Environmental Laws, nor has Seller received any notice of any of the same.
- N. No Hazardous Materials have been or will be released into the environment, or have been or will be deposited, spilled, discharged, placed or disposed of at or on the Land, nor has the Land been used at any time by any person as a landfill or a disposal site for Hazardous Materials, as a borrow pit, or for the placement of fill, and there is no solid waste, garbage, refuse, construction debris, road tailings, asphalt, concrete or foundations on, under or about the Land.
- O. Intentionally Deleted.

- P. There are no wetlands affecting the Land, no portion of the Land is in a flood plain, and the Land is in Zone X, unshaded.
- Q. The sale of the Land by Seller to Purchaser does not require notice to or the prior approval, consent or permission of any federal, state or municipal or local governmental agency, body, board or official, other than approval by Seller's Board of Directors ("**Board Approval**"). Seller agrees to use best efforts to obtain and advise Purchaser in writing of receipt of Board Approval no later than February 21, 2023. If Seller fails to timely provide such notice of Board Approval, Purchaser, no later than the scheduled Closing Date, may terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, together with reimbursement by Seller of Purchaser's Pursuit Costs (defined below). However, if Seller provides written notice to Purchaser that Seller is unable to obtain Board Approval, Purchaser shall automatically receive a refund of the Earnest Money, together with reimbursement by Seller of Purchaser's Pursuit Costs (defined below), and this Agreement shall thereafter be deemed null and void.
- R. No notices of any violation of any of the matters referred to in the foregoing sections relating to the Land or its use have been received by Seller and there are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Land, nor is there any basis for any such lawsuit, claim, proceedings or investigation being instituted or filed.
- S. No default exists under any recorded declarations, covenants, restrictions or easements affecting or encumbering the Land and Seller has performed all of its obligations under such recorded declarations, covenants, restrictions or easements.
- T. (i) Seller is duly organized and validly existing municipal corporation in good standing under the laws of the state of Minnesota, (ii) Seller has the requisite power and authority to enter into and perform this Agreement and to transfer all of the Land in accordance with this Agreement, and (iii) the person signing this Agreement and Seller's closing documents on behalf of Seller is authorized to do so.
- U. Intentionally Deleted.
- V. Intentionally Deleted.
- W. There are no park dedication fees, infrastructure (off site) costs, or other development fees due and owing with respect to the Land, and none will be due and owing with respect to Purchaser's development of the Land or Purchaser's Project.

The representations and warranties set forth in this Section will continue and 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 such

representations and warranties will survive Closing for a period of 180 days after Closing and will not be affected by any investigation, verification or approval by any party thereto or by anyone on behalf of any party hereto, nor affected by any documents obtained by or delivered to Purchaser hereunder and will not merge into the Deed. Any waiver of a breach of the foregoing representations must be in writing. If, at any time prior to the Closing Date, Seller acquires knowledge of events or circumstances which render the representations set forth in this Section inaccurate in any respect, Seller will immediately notify Purchaser, in writing, in which event Purchaser may terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, together with reimbursement by Seller of Purchaser's Pursuit Costs. Further, if, at any time prior to the Closing Date, Purchaser acquires knowledge of events or circumstances which render the representations set forth in this Section inaccurate in any respect, Purchaser, without limitation of any other rights or remedies it has under this Agreement, may terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, together with Pursuit Costs. However, if Purchaser does not so terminate this Agreement and proceeds to complete the Closing, Purchaser shall be deemed to have waived any breach by Seller arising out of or related to such inaccuracy.

7. **Conditions to Closing.** The closing of the transaction contemplated by this Agreement (the "**Closing**") is conditioned upon the following (the "**Closing Conditions**"):

- A. Title pro forma or marked Commitment from Title Company agreeing to issue the Title Insurance Policy ("**Pro Forma**").
- B. The representations and warranties made by Seller in Section 6 above are true and correct as of the Closing Date with the same force and effect as if such representations were made at such time.
- C. Intentionally Deleted.
- D. Seller has performed its obligations under this Agreement including, without limitation, Seller's Closing Obligations pursuant to the provisions of Section 9 below.

8. **Closing.** Subject to the fulfillment or waiver of the conditions hereof, and provided that all of the covenants, representations and warranties of Seller are true and correct on the Closing Date as though made on such date, and provided that Purchaser has not elected to terminate this Agreement as permitted herein, the Closing will take place on the date that is 10 Business Days after the Condition Date (as the same may be extended pursuant to Subsection 4.D. above, the "**Closing Date**"). The Closing will take place at the offices of Escrow Agent or by overnight delivery into escrow. Exclusive possession of the Land will be delivered to Purchaser on the Closing Date, free of the possessory interest of Seller or any tenants, licensees or occupants thereof, and from all personal property, equipment and machinery and any and all construction materials, soils that originated offsite via grading or other deposit, waste or rubbish located thereon.

9. **Seller's Obligations At Closing.** At or prior to the Closing Date, Seller will deliver to Purchaser or deposit with Escrow Agent (collectively, "**Seller's Closing Obligations**"):

- A. A statutory form limited warranty deed to the Land conveying to Purchaser fee simple title to the Land and all rights appurtenant thereto subject only to each Permitted Encumbrance (the “**Deed**”).
- B. The Pro Forma.
- C. A Designation Agreement providing IRS reporting information.
- D. An affidavit of Seller confirming that Seller is not a “foreign corporation” within the meaning of Section 1445 of the Internal Revenue Code.
- E. An affidavit of Seller confirming there are no unrecorded interests in the Land and sufficient to allow the Title Company to delete the standard exceptions contained in Title Insurance Policy relative to (i) parties in possession, (ii) liens for labor, materials, or services, and (iii) unrecorded easements or other unrecorded instruments, and affirming such other matters as reasonably requested by Purchaser or the Title Company.
- F. A certificate confirming that the representations and warranties of Seller set forth in this Agreement are true and correct as of the Closing Date as though made as of such date.
- G. Customary form declaration of value or other forms required for recording the Deed.
- H. Authorizing resolution of Seller.
- I. Closing statement.
- J. Such other documents as may be reasonably required by the Title Company in order to issue the Pro Forma or as prescribed by this Agreement.

10. **Delivery of Purchase Price.** At Closing, and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth herein, the Earnest Money will be delivered to Seller and Purchaser will deliver the balance of the Purchase Price to Seller.

11. **Closing Costs.** The following costs and expenses will be paid as follows in connection with the Closing:

- A. Seller will pay:
 - (i) Any deed tax, transfer tax or transfer fee imposed on the Deed.
 - (ii) Taxes and assessments as provided in Section 12 below.

- (iii) Seller's attorneys' fees.
- (iv) The cost of recording the satisfaction of any Mandatory Cure Items and any other document necessary in connection with the cure of any title defects.
- (v) All costs relating to the Commitment, including search and exam fees, and the cost of the Survey.
- (vi) One half of any escrow fee or closing fee to be charged by Escrow Agent.
- (vii) Brokers' commissions as provided in Section 13 below.
- (viii) Any other costs itemized in this Agreement as a Seller cost.

B. Purchaser will pay the following costs in connection with the Closing:

- (i) The cost of recording the Deed.
- (ii) The premium required for issuance of the Title Insurance Policy and any endorsements thereto.
- (iii) Taxes as provided in Section 12 below.
- (iv) One half of any escrow fee or closing fee to be charged by Escrow Agent.
- (v) Purchaser's attorneys' fees.

12. **Taxes and Special Assessments.** Subject to the prorations provided below, Seller will pay all personal property taxes, real estate taxes, and special assessments levied, assessed or imposed against or constituting a lien on the Land for the year of Closing and all years prior thereto, which are due and payable as of Closing, including any unpaid taxes for any prior years and any late charges, interest or penalties owing as of the time of Closing. Provided Closing occurs, (i) real estate taxes for the year of Closing will be prorated between Seller and Purchaser as of the Closing Date and Purchaser will be responsible for its pro rata share thereof, and (ii) Purchaser will be responsible for paying when due all real estate taxes and assessments constituting a lien on the Land for years subsequent to the year of Closing. Seller will pay all special assessments levied, assessed or imposed against the Land as of the Effective Date, notwithstanding that they may not be levied or due and payable until a future date. If the amount of any real estate taxes, charges or assessments that are payable by Seller or to be prorated between the parties at Closing have not been finally assessed or determined as of the Closing Date, then the same will be adjusted as of Closing based upon the most recently issued bills therefor and will be readjusted when final bills are issued.

13. **Brokerage.** Seller and Purchaser represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase other than Avison

Young, on behalf of Purchaser, and to whom Seller is obligated to pay a commission of 4% of the Purchase Price. Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses incurred in defending such claim) made by a broker or sales agent or similar party in connection with this transaction and not disclosed herein.

14. **Remedies.** If Seller defaults in the performance of this Agreement, and fails to cure such default within 10 Business Days of receipt of written notice from Purchaser, Purchaser will have one of the following remedies: (i) upon an uncured Seller default, Purchaser may cancel this Agreement by written notice to Seller, whereupon the Earnest Money will be returned to Purchaser and the parties will have no further rights or obligations under this Agreement except those which specifically survive termination; provided further that if Purchaser so terminates this Agreement as a result of a failure of any one of the Closing Conditions, then Purchaser may obtain an award for damages from Seller in the amount of Pursuit Costs incurred to date, or (ii) if Seller defaults in the performance of this Agreement and Purchaser does not cancel this Agreement, Purchaser will have the right to specific performance to enforce performance of the terms of this Agreement, so long as suit is brought within 90 days following the expiration or any cure period relating to such default. Furthermore, if it is impossible for Purchaser to obtain equitable relief as aforesaid (e.g. Seller sells the Land to a bona fide purchaser without notice), then Purchaser may obtain an award of damages from Seller up to the amount of Purchaser's actual expenditures for due diligence, permitting, civil engineering, legal expenses and design of or relating to Purchaser's Project, not to exceed \$10,000.00 (collectively, "**Pursuit Costs**"). If Purchaser defaults in the performance of this Agreement, and fails to cure such default within 10 Business Days after written notice of such default is given by Seller to Purchaser, then Seller's sole and exclusive remedy will be to cancel this Agreement, in which event Escrow Agent will deliver the Earnest Money to Seller as liquidated damages. The parties acknowledge that the actual damage to Seller in the event of a Purchaser default is difficult, if not impossible to ascertain, and the Earnest Money represents the parties best estimate of such damage and is not a penalty. The foregoing remedies set forth in this Section are the sole and exclusive remedies of the Parties as to any default or breach under this Agreement.

15. **Escrow.** Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. The sole duties of Escrow Agent are described herein, and Escrow Agent is under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and will be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties to this Agreement. Escrow Agent may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Purchaser and Seller hereby acknowledge such fact and indemnify and hold harmless Escrow Agent from any action taken by it in good faith in reliance thereon. Escrow Agent will have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility will be to act as expressly set forth in this Agreement. Escrow Agent will be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement unless first indemnified to its satisfaction. If any dispute arises with respect to the disbursement of any monies, Escrow Agent may continue to hold the same or commence an action

in interpleader and in conjunction therewith remit the same to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Agent for any action taken by it in good faith in the execution of its duties hereunder. The parties hereto agree that there may exist a potential conflict of interest between the duties and obligations of Escrow Agent pursuant to this Agreement and as insurer of the title to the Land after sale from Seller to Purchaser. The parties hereto acknowledge such potential conflict of interest arising as a result of the exercise of its duties hereunder and in determining whether it can give its irrevocable commitment to insure title.

16. **Acceptance.** This Agreement, upon the Effective Date, will be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event the Effective Date has not occurred on or before February 14, 2023, then this Agreement will be null and void.

17. **Miscellaneous.** The following general provisions govern this Agreement.

- A. *No Waivers; Construction.* The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained will not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either party, in its sole discretion may waive any right conferred upon such party by this Agreement; provided that such waiver may only be made by giving the other party written notice specifically describing the right waived. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. The word "including" and any derivation thereof will mean "including, without limitation."
- B. *Time of Essence.* Time is of the essence of in the performance of this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period will run until the end of the next day which is a Business Day. The last day of any period of time described herein will be deemed to end at 5:00 p.m. Central. As used herein, the term "**Business Day**" means any day that is not a Saturday, Sunday or legal holiday for national banks in the City.
- C. *Governing Law.* This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in Nicollet County, Minnesota.
- D. *Notices.* All notices and demands given or required to be given by any party hereto to any other party will be deemed to have been properly given if and when delivered in person, sent by reputable overnight courier, sent via electronic mail with

evidence of such transmission (e.g., copy of such email in the sender's "Sent Mail" folder) and no "bounce back" or other evidence received by the sender that such transmission was not received by the addressee, or 5 Business Days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, Postage prepaid, addressed as follows (or sent to such other address as any party may specify to the other party pursuant to the provisions of this Subsection):

If to Seller: North Mankato Port Authority Commission
1001 Belgrade Avenue
North Mankato, MN 56003
Attention: Kevin McCann, Executive Vice President
Email: kmccann@northmankato.com

With a copy to Seller's Counsel: Fredrikson and Byron, P.A.
111 South 2nd Street, Suite 400
Mankato, MN 56001
Attention: Randy Zellmer and
Abbie Olson
Email: rzellmer@fredlaw.com and
aolson@fredlaw.com

If to Purchaser: G2 Realty LLC
c/o Gordini U.S.A., Inc.
67 Allen Martin Drive
Essex Junction, Vermont 05452
Attention: Jason Hackerman, CFO
Email: Jason_hackerman@gordini.com

With a copy to Purchaser's Counsel: Steven R. Katz, Esq.
Barnes & Thornburg LLP
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402
Email: steven.katz@btlaw.com

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party. Notices hereunder to be sent by Purchaser to Seller may be sent by Purchaser's legal counsel on behalf of Purchaser and notices hereunder to be sent by Seller to Purchaser may be sent by Seller's legal counsel on behalf of Seller.

- E. *Assignability.* This Agreement and the rights set out herein including the right of first refusal may not be assigned without consent of Seller, which consent may be granted or withheld in Seller's sole discretion.
- F. *Invalidity.* If for any reason any term or provision of this Agreement is declared void and unenforceable by any court of law or equity such declaration will only

affect such particular term or provision of this Agreement and the balance of this Agreement will remain in full force and effect and will be binding upon the parties hereto.

- G. *Prevailing Party.* Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either party's respective rights under this Agreement, the prevailing party will be entitled to recover from the unsuccessful party therein, in addition to all other remedies, all costs incurred by the prevailing party in such action or proceeding, including reasonable attorney's fees.
- H. *Complete Agreement.* All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and applies to and binds the successors and assigns of each of the parties hereto and will merge with the Deed delivered to Purchaser at Closing except as specifically provided herein.
- I. *Counterparts; Electronic Delivery.* This Agreement may be executed in one or more counterparts, all of which when taken together comprise one and the same instrument. A .PDF copy of a signature delivered by electronic mail will be binding as an original signature.
- J. *Survival.* Any indemnities, defense and hold harmless provisions of this Agreement will survive Closing and any termination of this Agreement.

[balance of this page intentionally left blank; signatures are set forth on the following page]

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

SELLER:

**North Mankato Port Authority
Commission**, a Minnesota municipal
corporation

By: _____
Name: _____
Title: _____

PURCHASER:

G2 Realty LLC, a Delaware limited liability
company

DocuSigned by:
By: Phil Gettys
Name: Phil Gettys
Title: Ceo

ACCEPTANCE

The undersigned hereby acknowledges receipt of \$65,000.00 in Earnest Money and agrees to hold the same in accordance with the terms of the foregoing Purchase Agreement between North Mankato Port Authority Commission, as Seller, and G2 Realty LLC, a Delaware limited liability company, as Purchaser, relating to the purchase of approximately 10 acres of real property located in North Mankato, Nicollet County, Minnesota.

COMMERCIAL PARTNERS TITLE, LLC

By: _____
Name: _____
Title: _____

EXHIBIT B SURVEY REQUIREMENTS

ALTA/NSPS TABLE A ITEMS AND OTHER SURVEY REQUIREMENTS	
1.	Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner [Table A - Item 1]
2.	Address(es) of the surveyed property if disclosed in documents provided to the surveyor, or observed while conducting the fieldwork [Table A – Item 2]
3.	Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only [Table A - Item 3]
4.	Gross land area [Table A - Item 4]
5.	Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified when appropriate [Table A – Item 5]
6.	<p>(a) if the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.</p> <p>(b) if the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements on the plat or map. Identify the date and source of the report or letter.</p> <p>[Table A - Item 6]</p>
7.	<p>(a) Depict, on the drawing, the exterior dimensions of all buildings at ground level</p> <p>(b) (1) State the square foot area of the exterior footprint of all buildings at ground level</p> <p>(b) (2) State gross square foot area of all buildings</p> <p>(c) State the measured height of all buildings above grade and indicate the point of measurement. If the foregoing is indicated to determine compliance with (i) height restrictions of record or (ii) disclosed by applicable zoning or building codes, but such restrictions or code does not establish a measurement point, state the height at the highest point.</p> <p>[Table A – Item 7]</p>
8.	Show all substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 of the ALTA/NSPS Minimum Standard Detail Requirements) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse) [Table A - Item 8]

9. Show the number and type (e.g. disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots. [Table A - Item 9] State, in a note, the number of each type of parking spaces present
10. As designated by the client, indicate your determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions) [Table A – Item 10]
11. Evidence of underground utilities existing on or servicing property addition to the observed evidence of utilities required pursuant to Section 5.E.iv. above) as determined by: (a) plans and/or reports provided by client (with reference as to the sources of information) (b) markings coordinated by the surveyor pursuant to a private utility locate request. [Table A - Item 11]
12. Intentionally deleted
13. Names of adjoining owners according to the current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al." [Table A – Item 13]
14. Distance to the nearest intersecting street [Table A – Item 14]
15. In the event any of the same is used, indicate the use of rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning or other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. Further, surveyor must (a) discuss the ramifications of any such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data [Table A – Item 15]
16. Depict, on the drawing, or describe, in a note, any observable evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork – if none, so state [Table A - Item 16]
17. Indicate any information regarding proposed changes in street right of way lines if such information is made available to the surveyor by the controlling jurisdiction. Depict, on the drawing, or describe, in a note, any evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork – if none, so state [Table A - Item 17]
18. Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to the surveyor. [Table A - Item 18]
19. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished, but this item shall not be addressed on the face of the plat or map [Table A – Item 19]
20. Certify using the attached form of certification [Not an ALTA/NSPS Table A Item]

21. Signature, date, seal [Not an ALTA/NSPS Table A Item]
22. Legend – defining meaning of all symbols or abbreviations used on the drawing [Not an ALTA/NSPS Table A Item]
23. Legal description on survey must match title commitment description exactly [Not an ALTA/NSPS Table A Item]
24. Include a Title Note identifying, by date and number, the title commitment reviewed; identifying each document referenced in Schedule B of the title commitment; and, with respect to each document, indicating the rights and interests described therein are shown on the drawing (i.e. easements) or are not plottable (i.e. covenants and restrictions) [Not an ALTA/NSPS Table A Item]
25. Vicinity map showing the property surveyed in reference to nearby highways or major street intersections [not an ALTA/NSPS Table A item]
26. Indications of access to public way [Not an ALTA/NSPS Table A Item]

SURVEY CERTIFICATION

To: G2 Realty LLC
 Gordini U.S.A., Inc.
 [name of lender]
 Commercial Partners Title, LLC
 Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes all Items of Table A thereof except Item 12. The field work was completed on _____.

Date of Plat or Map: _____

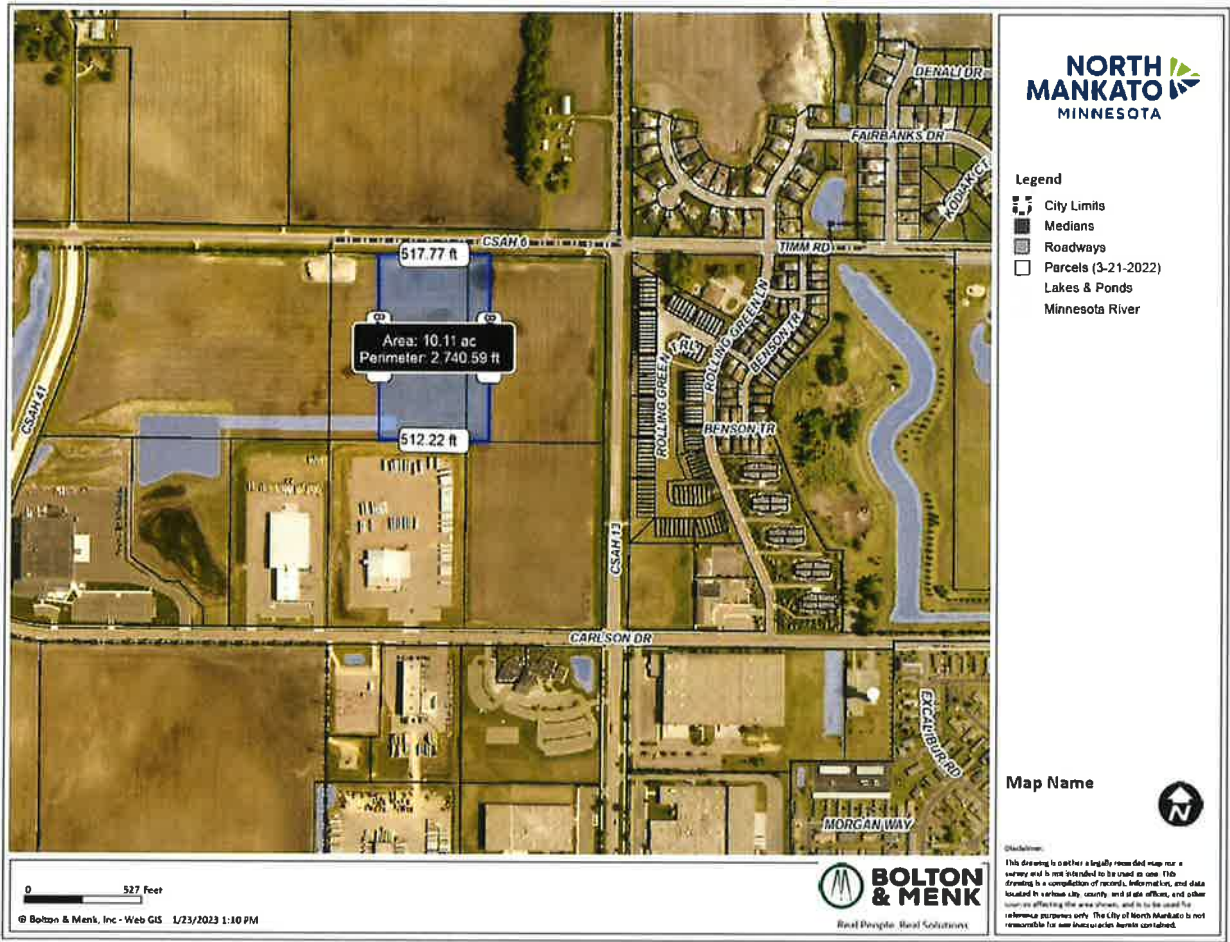
 [surveyor's signature, printed name and seal with registration/license number]

EXHIBIT C

LAND INFORMATION

- Existing environmental reports including any Phase 1 and Phase 2 documents;
- Existing surveys, including all surveys that show the parcel's utilities in place;
- Copy of the most recent owner's title insurance policy and any encumbrance documents for the Land;
- Service, utility, and other third party contracts;
- Real estate tax statements (and any appeal documents);
- Any notices involving use or restrictions on the Land;
- Current governmental or city approvals; and
- Engineering reports.

EXHIBIT D
RIGHT OF FIRST REFUSAL PARCEL



NORTHPORT NO. 22

Horizontal Datum: NARN 1995 County Coordinate System

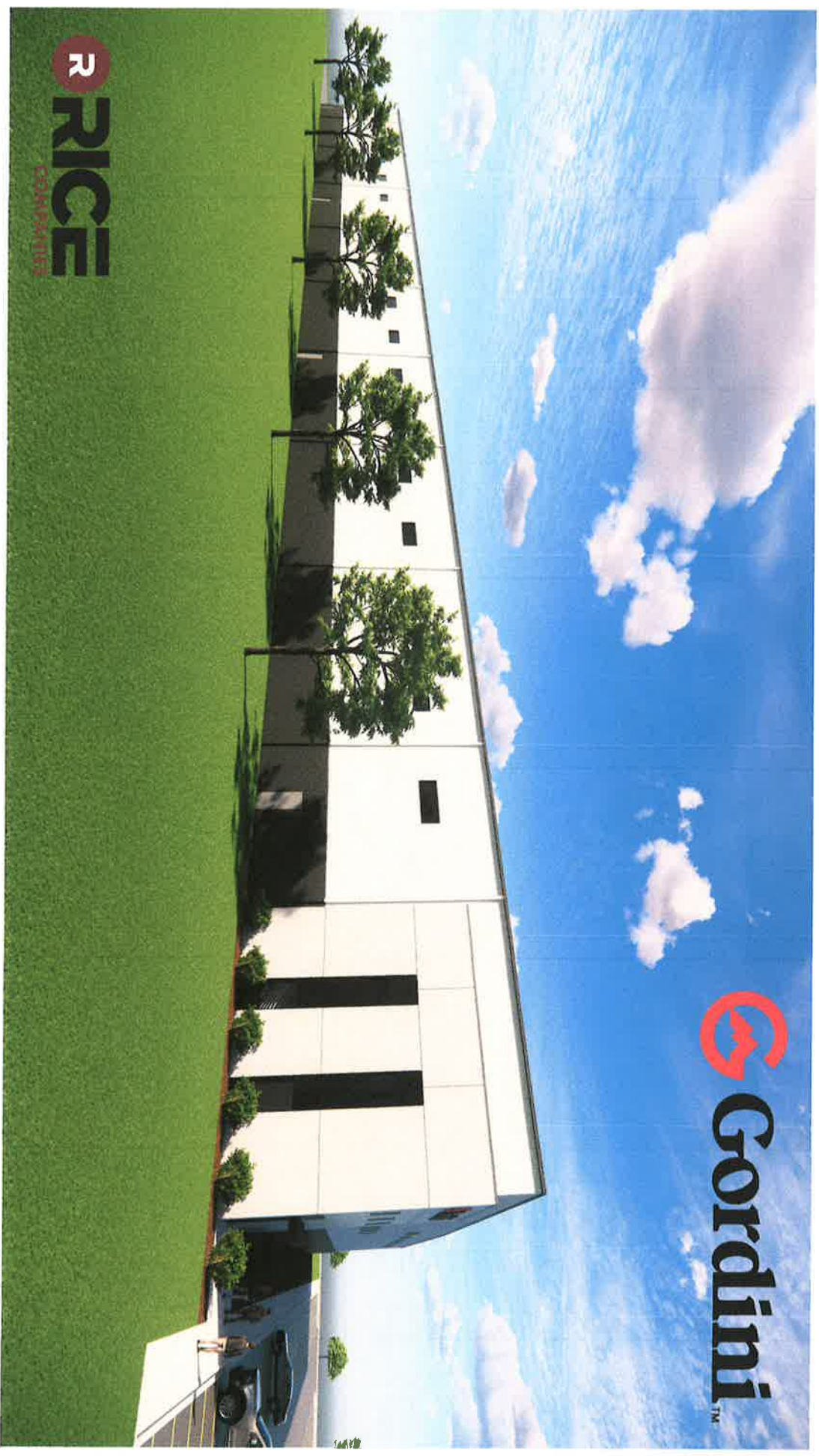


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CRIMINAL	INTENT	REASON
1	2	3

TRACKING NO.	NO.
7016-97-A-1	

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