

**MISSISSIPPI WATERSHED
MANAGEMENT ORGANIZATION
AND CLARE HOUSING**

LETTER OF INTENT

July 1, 2024

RE: 661 19th Ave NE (PID 11-029-24-43-0121), 1900 Monroe St NE (PID 11-029-24-43-0119), Minneapolis, Minnesota

This letter shall serve as a Letter of Intent to purchase the above-referenced properties according to the following general terms and conditions:

1. **PARTIES:** Clare Housing, a Minnesota non-profit corporation or an affiliate thereof (“Purchaser”), as Purchaser and Mississippi Watershed Management Organization (“Seller”), as Seller.
2. **PROPERTY LOCATION:** 661 19th Ave NE; 1900 Monroe St NE, Minneapolis, Minnesota
3. **LEGAL DESCRIPTION:** Parcel ID Numbers: 11-029-24-43-0121, PID 11-029-24-43-0119, and described in Exhibit A, to be confirmed by current Survey with the depiction referenced in Exhibit B intended to be replatted to accommodate the depiction and layout of Purchaser’s development.
4. **PROPERTY SIZE:** Approximately 28,978 square feet, to be confirmed by current Survey.
5. **PURCHASE PRICE:** One and No/100 Dollars (\$1.00) and other good and valuable consideration, with such nominal purchase price being in exchange for commitments by Purchaser to the following requirements: (A) a general maximizing of environmental efficiency of Purchaser’s building, and (B) a specific commitment to integrate Purchaser’s building water management into the broader Green Campus system. The requirements set forth in this Paragraph No. 5 are more fully set forth in Exhibit C which outlines and defines the requirements of (A) and (B) in more complete detail.
6. **EFFECTIVE DATE:** This Letter of Intent shall be effective upon signature and shall continue through the date of June 25, 2025.
7. **PURCHASE REQUIREMENTS:** The transaction contemplated by this Letter of Intent shall comply with all requirements and conditions of Minnesota Statutes and the Seller’s requirements. The Purchaser and Seller understand and intend that this Letter of Intent

shall lead to the execution of the Purchaser's standard Purchase Option and Development Agreement.

8. **TITLE INSURANCE/SURVEY/LEASES:** Within thirty (30) days of Seller's execution of the Purchase and Development Agreement, Seller shall provide the following, if any are in its the possession or control:
 - a. Existing abstracts or owner's title insurance policy reflecting Seller as named insured.
 - b. A recent certified survey of the Property reflecting all easements, restrictions, rights-of-way and reservations of record.
 - c. Any and all environmental information related to the property.
 - d. All current rent rolls and copies of all existing leases on the Property.
9. **INSPECTION PERIOD:** Purchaser shall have thirty (30) days ("the Inspection Period") from the completion of the Response Action Plan per the Voluntary Investigation and Cleanup (VIC) program requirements of the State to investigate the physical and environmental condition of the Property, evaluate the feasibility for the Purchaser's intended use, and related approvals and permits from all applicable governmental authorities ("Approvals") for Purchaser's proposed use of the Property ("Purchaser's Project") with a depiction of such project as set forth in Exhibit B. Purchaser shall have the right to extend the Inspection Period for one (1) additional ninety (90) day extension period (an "Inspection Period Extension"). Remediation work is scheduled for Spring of 2025
10. **CONTINGENCIES:** Seller acknowledges that Purchaser will seek the Approvals and funding for the Property during the Inspection Period. Purchaser agrees to use best efforts to obtain the Approvals and acquire the funding for the Property within said period and Seller shall cooperate in the signing of any applications, plats, etc., but at no cost to Seller.
11. **CLOSING CONTINGENCIES:**
 - a. Marketable, free and clear title to the Property and no restrictions that prohibits the Purchaser's Project.
 - b. The Property is free and clear of any environmental contaminants.
 - c. The Property is free and clear of any existing land or building leases, and no tenant is in possession of the Property.
 - d. The sale is contingent upon the need for Purchaser to acquire the Property for the Purchaser's Project.
 - e. The sale is contingent upon the Purchaser obtaining the financing required to develop its Project.
12. **CLOSING:** To occur thirty (30) days after expiration of the Inspection Period ("Closing Date"), as may be extended, or as soon thereafter as reasonably possible to allow for the preparation of papers and curing of any title defects Seller has elected to cure.

13. **COMMISSION:** The Seller has not engaged the services of a real estate broker. Buyer has engaged Eddie Landenberger of Assembly MN LLC and will pay his commission.
14. **CONTRACT NEGOTIATIONS:** Seller hereby grants Purchaser the exclusive right to purchase the subject Property upon the terms and conditions outlined herein and shall negotiate in good faith to finalize a Purchase Option and Development Agreement by June 25, 2025. Seller's template Purchase Option and Development Agreement will be used.

The parties, having executed this Letter of Intent, agree to be bound by the provisions set forth above.

ACCEPTED BY PURCHASER: Clare Housing

Signature

Name

_____, 2024.

Date

Signature

Name

_____, 2024.

Date

ACCEPTED BY SELLER: Mississippi Watershed Management Organization

Signature

Randy Stille, Chair
Name

_____, 2024.

Date

Signature

Kevin Reich, Executive Director
Name

_____, 2024.

Date

EXHIBIT A

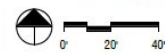
[Insert Legal Descriptions]

EXHIBIT B

Depiction of Project

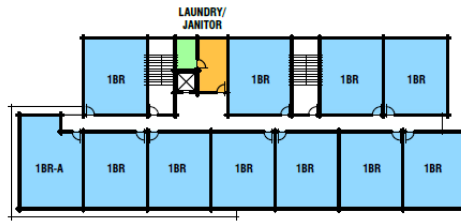


SITE PLAN
1" = 40'-0"



CLARE V
06-17-24

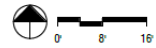
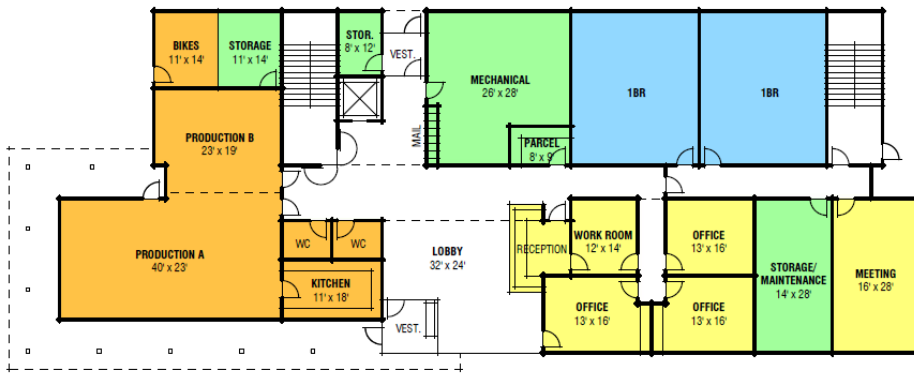




**SECOND THROUGH
FOURTH FLOORS**

1/32" = 1'-0"

9,015 g.s.f. PER FLOOR
11 1BR DWELLING UNITS PER FLOOR



FIRST FLOOR PLAN

1/16" = 1'-0"

8,350 g.s.f.
2 1BR DWELLING UNITS
PROJECT TOTAL:
35,395 g.s.f.
35 1BR DWELLING UNITS

CLARE V
05-17-24



EXHIBIT C

PURCHASER'S WATER MANAGEMENT REQUIREMENTS

Consistent with the MWMO's mission and objectives of the NE Green Campus the purchaser agrees to 1) build a highly energy efficient building with features that are recognized to provide measurable sustainability performance to meet environmental goals. Environmental standards and building components such as those found in Minnesota Housing Green Communities Criteria, Energy Star, LEED, Passive House (PHIUS) and Home Energy Rating System (HERS) can serve as criteria to assess the energy efficiency of the Buyer's project. 2) The Buyer agrees to work with the Seller and identify and implement a water management plan and system that demonstrate best management practices and coordinates with all neighboring properties on the NE Green Campus site (as referenced visually in exhibit A) as a unified district system or as separate water management components that are coordinated and complementary in achieving measurable goals.