



STAFF REPORT

DATE: 1-7-2025

TO: City Council

FROM: Clark Schroeder, Special Projects

AGENDA ITEM: Lake Elmo Sports Complex- Jurek Purchase agreement

REVIEWED BY: Nicole Miller- City Administrator

BACKGROUND:

In the process of approving the Royal Club development in June of 2017, a condition was put in place that a Million-dollar donation would be made to the Park fund when the former Tartan Ballfields were no longer available for the city/community to use. [Resolution 2017-047](#). This donation was made in 2021 when phase 3 was approved, and the ballfield were taken out. [DA 8/10/21](#)

ISSUE BEFORE COUNCIL: Should the council approve the Purchase agreement and pass the resolution buying the property in order to develop new Ballfield and a sports complex?

PROPOSAL DETAILS/ANALYSIS: The Fall of 2023 the City Council decided to investigate the possibility of purchasing land for a pinwheel ballfield/sports complex to replace the Tartan ballfields. On October 12th 2023, council gave direction to staff in seeking such property that met criteria such as being on a collector street, close to a watermain, near 3-phase power, room for septic, stormwater reuse, plenty of parking, buffered from large residential development, generally square, [Packet HERE](#). Staff found 9 properties which met the criteria for a pinwheel ballfield/sports complex. Letters were sent out to all 9 properties to see if there was interest in talking to the city about a possible sale for ballfields. Of those 9 properties, 3 responded with interest. City council directed staff to obtain appraisals on the three properties. After that, council directed the Mayor and special projects manager Schroeder to negotiate a price for one or more properties.

Evaluating the properties with the Mayor, Community Development staff, and Mr. Schroeder, it was determined that one of the properties was not suitable for ballfields due to the configuration of it, water issues, and there being a single family home on the property. In evaluating the remain two properties, it was determined that due to access and the utilization of more amenities needed by the city in the next 40 years, the purchase of both properties would be in the best long-term interest of the city. The Jurek land not only provides the city with 44 acres of new park land it also has access to County Road 14 in a couple of different locations. This property will need to be rezoned to Public Facilities and re-guide the future land use map to Park as our other parks are shown. A consolidated athletic field/sports complex has been in the parks master plan since 2009. [Here](#) is a link to our 2024 parks plan.

FISCAL IMPACT: Purchase price will be \$1,700,000 for the Jurek property, plus some miscellaneous closing costs. The city will be utilizing the initial million-dollar donation and an interfund loan from one of funds and pay it back over either a 5 year period or 10 year period.

MOTION:

Move to adopt resolution # 2025-008 approving a purchase agreement for property owned by Kathleen and Edward Jurek.

ATTACHMENTS:

Resolution 2025-008

Jurek Purchase agreement.

Zoning Map with Jurek property marked

Overhead pic of Jurek property

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

**RESOLUTION NO. 2025-008
A RESOLUTION APPROVING A PURCHASE AGREEMENT TO PURCHASE THE
PROPERTY OWNED BY KATHLEEN JUREK AND EDWARD JUREK**

WHEREAS, Kathleen Jurek and Edward Jurek (the “Jureks”) are the owners of property legally described on the attached Exhibit A (the “Property”); and

WHEREAS, the Jureks desire to sell the Property to the City; and

WHEREAS, the City is authorized by Minnesota Statutes Section 412.211 to acquire real property; and

WHEREAS, the City and the Jureks desire to enter into a purchase agreement, pursuant to which the Jureks will sell the Property to the City; and

NOW, THEREFORE, BE IT RESOLVED,

1. That the City Council hereby approves the Purchase Agreement in substantially the form presented to the City Council, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Clerk, provided that execution of the Purchase Agreement by those officials shall be conclusive evidence of their approval.
2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City’s obligations under the Purchase Agreement as a whole, including without limitation, execution of any documents to which the City is a party referenced in or attached to the Purchase Agreement, and of any deed or other documents necessary for the Property to be conveyed by the Jureks to the City, all as described in the Purchase Agreement.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE _____ DAY OF _____, 2025.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

EXHIBIT A

Legal Description of the Property

That part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 29 North, Range 21 West, Washington County, Minnesota which lies southerly of the North Three-quarters of said Southeast Quarter of the Northeast Quarter and which lies westerly of the East 87.00 feet thereof.

Also, that part of the Southeast Quarter of said Section 15; lying northerly of the north line of Trunk Highway 5 as evidenced by the document recorded in Book 246 of Deeds, page 592; lying easterly of the West 1385.00 feet thereof; and lying westerly of the East 87.00 feet thereof.

Also, that part of the Southeast Quarter of said Section 15, lying southerly of said north line of Trunk Highway 5 as evidenced by the document recorded in Book 246 of Deeds, page 592; lying northerly of the north line of the Chicago Northwestern Railroad, formerly known as the St. Paul, Stillwater and Taylors Falls Railroad; and lying easterly of the West 1385.00 feet thereof.

PURCHASE AGREEMENT

This Purchase Agreement (“**Agreement**”) is made this ____ day of _____, 2024 (“**Effective Date**”), by and between **Kathleen Jurek and Edward Jurek**, married to each other (“**Sellers**”), and the **City of Lake Elmo**, a Minnesota municipal corporation (“**Buyer**”). The Effective Date, written above, is the date that the last party signed this Agreement.

1. PROPERTY.

- A. Sellers are the fee owners of approximately 44.20 acres of real property identified as Washington County PID 1502921410001 and legally described below (the “**Property**”):

That part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 29 North, Range 21 West, Washington County, Minnesota which lies southerly of the North Three-quarters of said Southeast Quarter of the Northeast Quarter and which lies westerly of the East 87.00 feet thereof.

Also, that part of the Southeast Quarter of said Section 15; lying northerly of the north line of Trunk Highway 5 as evidenced by the document recorded in Book 246 of Deeds, page 592; lying easterly of the West 1385.00 feet thereof; and lying westerly of the East 87.00 feet thereof.

Also, that part of the Southeast Quarter of said Section 15, lying southerly of said north line of Trunk Highway 5 as evidenced by the document recorded in Book 246 of Deeds, page 592; lying northerly of the north line of the Chicago Northwestern Railroad, formerly known as the St. Paul, Stillwater and Taylors Falls Railroad; and lying easterly of the West 1385.00 feet thereof.

- B. The Property is subject to and encumbered by the following encumbrances (collectively hereinafter referred to as the “**Existing Encumbrances**”): (i) a lease (the “**Farm Lease**”) by and between Sellers, as Landlord, and Paul Burandt, as Tenant, for the production of agricultural crops upon the Property that terminates on December 31, 2024; (ii) Trunk Highway 5 along the southerly line of the Property, as evidenced by the document recorded in Book 246 of Deeds, at page 592, on file and of record in the Office of the County Recorder, Washington County, Minnesota; (iii) an easement in favor of Northern States Power Company, as described in Book 170 of Deeds, at page 14, on file and of record in the Office of the County Recorder; and (iv) a road easement for Stillwater Lane, as described in Document Number 417383, on file and of record in the Office of the County Recorder.

2. OFFER/ACCEPTANCE. Buyer desires to purchase the Property. In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase the Property, and Sellers agree to sell and hereby grant to Buyer the exclusive right to purchase the Property, subject to the Permitted Encumbrances as defined herein.

3. CONTINGENCIES. This Agreement is subject to the following contingencies:

- A. Buyer having determined, on or before the expiration of the Due Diligence Period, as defined in paragraph 9 of this Agreement, that it is satisfied with the result of all matters disclosed by Buyer's investigations, surveys, soil tests, inspections, and any environmental reviews of the Property.
- B. Buyer being satisfied with the condition of the Property's title in accordance with paragraph 8 of this Agreement.
- C. A determination by Buyer's governing body, prior to the end of the Due Diligence Period, that the provisions of Minnesota Statutes Section 462.356, subdivision 2 are duly satisfied.

If the contingencies above are satisfied, based on the timing requirements contained herein, then Buyer and Sellers shall proceed to close the transaction as contemplated herein. If, however, any of the contingencies is not satisfied, Buyer may terminate this Agreement by written notice to be received by Sellers within the time requirements for the satisfaction of a contingency, in which event the Title Company shall return the Earnest Money to Buyer, and Buyer and Sellers shall execute and deliver to each other the termination of this Agreement. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et seq.

4. PURCHASE PRICE AND TERMS:

- A. **PURCHASE PRICE:** The total purchase price for the Property is One Million Seven Hundred Thousand and 00/100ths Dollars (\$1,700,000.00) (the "**Purchase Price**").
- B. **TERMS:**
 - (1) **EARNEST MONEY.** Earnest money in the amount of Five Thousand Dollars (\$5,000.00) ("**Earnest Money**") is payable within five business days following the Effective Date. The Earnest Money shall be held by Land Title, Inc. (the "**Title Company**").
 - (2) **BALANCE DUE SELLERS.** Buyer agrees to pay by certified check or wire transfer of funds on the Closing Date the remaining \$1,695,000.00 balance due according to the terms of this Agreement.
 - (3) **DEED/MARKETABLE TITLE.** Subject to performance by Buyer, Sellers agree to execute and deliver at closing a Limited Warranty Deed ("**Deed**") conveying marketable title to the Property to Buyer, subject only to the Permitted Encumbrances as defined herein.

- (4) **DOCUMENTS TO BE DELIVERED AT CLOSING.** In addition to the Deed required at paragraph 4.B(3) above, Sellers shall deliver to Buyer:
- a. Standard form Affidavit of Seller;
 - b. A “bring-down” certificate, certifying that all of the warranties made by the Sellers in this Agreement remain true as of the Closing Date;
 - c. A certificate that Sellers are not a “foreign person” as defined by the Internal Revenue Service;
 - d. A well disclosure certificate, if required;
 - e. A Methamphetamine Disclosure Certificate, if required;
 - f. Copies of any written lease or similar agreements affecting the Property, if any, and details of any oral lease agreements affecting the Property, if any, and evidence of the termination of any such leases or agreements to the extent not expressly assumed by Buyer pursuant to the terms of this Agreement; and
 - g. Any other documents reasonably required by the Title Company or Buyer’s attorney to evidence that title to the Property is marketable and that the Sellers have complied with the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES BY SELLERS. Sellers represent and warrant to Buyer that:

- A. To Sellers’ knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending against Sellers or the Property which could adversely affect the Property, any portion thereof or title thereto. Sellers shall give Buyer prompt written notice if any such action, litigation, condemnation or proceeding is threatened or commenced prior to the Closing Date.
- B. To Sellers’ knowledge, the Property has not been used for the generation, transportation, storage, treatment, or disposal of any hazardous waste, hazardous substance, pollutant, or contaminant, including petroleum, as defined under federal, state or local law and no written notice has been received from any federal, state, local, or other governmental agency (or a compliance letter).
- C. To Sellers’ knowledge, there are no underground storage tanks located on the Property.
- D. To Sellers’ knowledge, there has been no dumping or deposit of construction or other debris on the Property.

- E. To Seller's knowledge, there are no utilities serving the Property that would need to be paid at closing.
- F. Sellers are the fee owners of the Property subject to the Permitted Encumbrances, and no consents or approvals from any third parties are required for Sellers' consummation of this transaction.
- G. Except for the Farm Lease, there are no tenants or third parties in possession of the Property. Sellers agree that they will not renew the Farm Lease or enter into any leases with respect to the Property prior to closing.
- H. To Sellers' knowledge, there are no individual sewage treatment systems or wells located on the Property.

As used herein, the term to Sellers' "**knowledge**" shall mean and refer to only the current actual knowledge of the Sellers and shall not be construed to refer to the knowledge of any other agent, broker, employee or representative of Sellers, or any affiliate of Sellers, or to impose upon Sellers any duty to investigate the matter to which such actual knowledge or the absence thereof pertains. If Sellers acquire knowledge or receive notice of events or circumstances which render the representations and warranties set forth in this Agreement inaccurate, Sellers shall notify Buyer in writing of such inaccuracy. If such an inaccuracy is adverse to Buyer, Buyer may either (i) terminate this Agreement within thirty (30) days thereafter, in which event the Earnest Money deposit shall be returned to Buyer, and neither party shall have any further obligations under this Agreement, except for the surviving obligations, or (ii) elect to proceed with the purchase of the Property pursuant to this Agreement, in which event the representation and warranty will be deemed to be automatically amended to correct the inaccuracy.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 5 OF THIS AGREEMENT, SELLERS HAVE NOT MADE, AND SELLERS HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, THE FARM LEASE OR THE FARM TENANT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE PROPERTY. BUYER AGREES TO ACCEPT THE PROPERTY AND ACKNOWLEDGES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLERS ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. BUYER IS AN EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND BUYER HAS MADE OR WILL MAKE BUYER'S OWN INDEPENDENT INVESTIGATION OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING HEREUNDER.

The representations and warranties of Sellers set forth in Section 5 shall survive the closing for a

period of twelve (12) months subsequent to closing, and any action brought upon a claim by Buyer against Sellers for a breach of any representation or warranty must be brought, if at all, within twelve (12) months after closing or such claim and action shall be forever barred.

6. REPRESENTATIONS AND WARRANTIES BY BUYER. Buyer represents and warrants to Sellers that:

- A. Buyer has the requisite power and authority to enter into and perform its obligations under this Agreement.
- B. Buyer has the financial capacity to meet its obligations specified in this Agreement.
- C. Buyer will timely perform its obligations specified in this Agreement.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Sellers shall pay all real estate taxes owed on the Property and deferred real estate taxes on the Property levied or pending on the Property, including interest and penalties thereon, if any, owed for the years prior to the year in which the closing occurs. Sellers and Buyer shall prorate as of the date of closing the real estate taxes for the Property that are due and payable in the year of closing. Buyer shall assume the balance of all assessments pending, levied or deferred as of the Effective Date or which may be assessed after the Effective Date of this Agreement.

8. SURVEY AND TITLE MATTERS. As soon as reasonably practicable after the execution of this Agreement by the parties, Buyer, at Buyer's expense, shall procure a commitment for an owner's policy of title insurance for the Property (the "**Title Commitment**"), issued by the Title Company, which Title Commitment shall name Buyer as the proposed insured. It is acknowledged by the parties that Seller has obtained a survey of the Property from Folz, Freeman Surveyors, which survey shall be delivered to Buyer. Any update or revision to the survey shall be obtained by Buyer, in Buyer's sole discretion and at Buyer's sole cost and expense. Buyer shall have 10 business days following the receipt of the Title Commitment and survey to make its title objections, if any, in writing to Sellers, provided however, any objections to the Title Commitment or survey must be made by Buyer to Seller before the expiration of the Due Diligence Period. Any exception set forth in the Title Commitment or any matter disclosed on the survey which are not objected to by Buyer to Seller as provided in this Section 8 of this Agreement, together with the Existing Encumbrances shall be deemed a "**Permitted Encumbrance**". Following its receipt of Buyer's written objections to title, Sellers may within thirty (30) days (the "**Cure Period**") elect to make commercially reasonable efforts to cooperate with Buyer to correct all such objections, during which period the closing will be postponed, if necessary, provided Sellers shall have no obligation to cure any objection. If Sellers elect not to cure any objection or if Sellers elect to cure any objection, which objection is not cured within the Cure Period, Buyer will have the option to do any of the following: (i) terminate this Agreement without any liability and receive a full refund of all Earnest Money and any accrued interest thereon with neither Buyer nor Sellers being liable for any damages hereunder; (ii) extend the Cure Period so long as Sellers are making a good faith effort, with demonstrated progress, at Buyer's sole and absolute discretion, for a period mutually agreed upon by the parties; or (iii) waive the objections and proceed to close in which case Buyer shall be deemed to have accepted the Property and all uncured objections shall be a Permitted

Encumbrance.

9. DUE DILIGENCE PERIOD. Sellers have provided to Buyer, receipt of which is acknowledged by Buyer, copies of any and all existing surveys, engineering or other reports in Sellers' possession regarding the condition of the Property. Additionally, Buyer shall have the right during a period commencing on the Effective Date and ending at 5:00 p.m. CDT on the first business day that falls 60 days thereafter (the "**Due Diligence Period**"), at its sole cost, expense, and risk, to enter onto, examine and inspect the Property and to conduct feasibility studies with regard to its desired ownership and operation of the Property (collectively the "**Inspections**"). Buyer and Buyer's agents may enter upon the Property to complete the Inspections subject to and conditioned upon the following terms: (i) the cost and expenses of Buyer's Inspections shall be borne solely by Buyer, (ii) prior to the expiration of the Due Diligence Period, Buyer shall restore the Property to the condition which existed prior to Buyer's or Buyer's agents entry thereon to the extent the condition of the Property was affected by or as the result of the actions of Buyer or Buyer's agents, (iii) Buyer shall deliver to Seller written notice of the intent of Buyer or any Buyer's agent to enter the Property at least forty-eight (48) hours prior to the intended date of entry, and a representative of Sellers shall have the right, but not the obligation, to be present during any access to the Property, (iv) Buyer shall not permit any mechanic's or materialmen's liens or any other liens to attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any Buyer agent, (v) Buyer shall take all reasonable actions and implement all reasonable protections necessary to ensure that all actions taken in connection with the Inspections of the Property and all equipment, materials and substances generated, used or brought onto the Property pose no threat to the safety of persons or the environment or cause damage to the Property, or the farm tenant, or other persons, (vi) Buyer shall comply in all material respects with all federal, state and local laws, rules, regulations and ordinances which may, in any way, relate to the Buyer's Inspections, including without limitation those related to health, safety, noise, environmental protection, waste disposal, water and air quality, (vii) before and during the Inspections, Buyer will ensure that Buyer and each agent of Buyer conducting any inspections shall maintain commercial general liability insurance with limits of at least \$1,000,000.00 per occurrence, and Sellers shall be designated as an additional insured on such insurance policies. Buyer shall indemnify, hold harmless and, if requested by Sellers (in Sellers sole discretion), defend (with counsel approved by Sellers) Sellers, from and against any and all claims, damages, mechanic liens, materialmen's liens, lien removal expenses, liabilities, penalties, interest, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorney fees) (collectively the "**Losses**") incident to, resulting from or in any way arising out of the Inspections, including without limitation Buyer or Buyer's agent's access to and activities on the Property or from or related to any breach by Buyer or any Buyer agent of the terms of this Section 9. Buyer shall have the right, at any time up to the expiration of the Due Diligence Period, to terminate this Agreement by delivering written notice to Sellers. In such event, this Agreement will be considered terminated and all Earnest Money, plus any accrued interest, will be returned to the Buyer, and Buyer will thereafter promptly execute and deliver any and all documents necessary to effectuate the termination of this Agreement. Buyer's obligations pursuant to this Section 9, including without limitation Buyer's obligation to indemnify, defend and hold Sellers harmless, shall survive the closing or any termination of this Agreement.

10. CLOSING DATE. The closing of the sale of the Property shall take place as soon as

reasonably practicable after the expiration of the Due Diligence Period and on a date to be mutually agreed upon by Sellers and Buyer (the “**Closing Date**”), provided, however, that the Closing Date shall occur no later than 30 days following the expiration of the Due Diligence Period. The closing shall take place at the office of the Title Company, or such other location as mutually agreed upon by the parties.

11. CLOSING COSTS AND RELATED ITEMS. Buyer shall be responsible for payment of the cost of procuring the Title Commitment (including all title search and examination fees, the cost of the title premium and any requested endorsements, recording costs related to the recording of the Deed, and the closing fee charged by the Title Company, and shall pay or reimburse Sellers at closing for the state deed tax). Seller shall be responsible for any costs associated with preparing and recording any documents required to cure any objections which Sellers elect to cure pursuant to Section 8 of this Agreement. Buyer and Sellers shall each be responsible for their own attorney’s and accountant’s fees and costs, if any.

12. POSSESSION. Sellers shall transfer possession of the Property to Buyer on the Closing Date. Sellers agree to remove from the Property any personal property owned by Sellers no later than the Closing Date. Items not removed by that date will become property of the Buyer after closing and may thereafter be disposed of by Buyer, in its sole discretion and at the Sellers’ cost.

13. BROKER COMMISSIONS. Sellers represent and warrant to Buyer that Sellers have not involved a broker in this transaction or agreed to pay commission to any broker. Buyer represents and warrants to Sellers that Buyer has not involved a broker in this transaction or agreed to pay commission to any broker. Each party agrees to indemnify, defend, and hold each other harmless for any and all claims for brokerage commissions or finders’ fees in connection with negotiations for purchase of the Property in accordance with this Agreement.

14. DEFAULT. If Sellers, through no fault of Buyer, default in their obligations hereunder in any manner, Buyer may, by notice upon Sellers, (i) terminate this Agreement, in which event all Earnest Money paid hereunder shall immediately be delivered to Buyer, or (ii) avail itself of an action for specific performance. If Buyer shall default in the performance of any of its obligations hereunder, then Sellers shall be entitled to terminate this Agreement and, upon such termination, Sellers shall retain all Earnest Money paid hereunder, as and for their liquidated damages and sole remedy for said breach, and not as a penalty or forfeiture, actual damages being difficult or impossible to measure, and no party hereto shall have any further claim against the other hereunder. Notwithstanding the foregoing limitations on remedies, nothing contained herein shall limit Sellers’ rights and remedies against Buyer with respect to Buyer’s obligations to indemnify, defend and hold Sellers’ harmless pursuant to this Agreement or any action by Sellers against Buyer for a breach of the terms and conditions of Section 9 of this Agreement, which rights and remedies shall survive closing or any termination of this Agreement.

15. NO MERGER OF REPRESENTATIONS, WARRANTIES. Subject to the limitations contained in this Agreement, all representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

16. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

17. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

18. NOTICE. Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

- A. If to Sellers: Kathleen and Edward Jurek
10350 Stillwater Lane North
Lake Elmo, MN 55042
- With a copy to: Sjoberg & Tebelius, P.A.
Attn: Leo F. Schumacher
2145 Woodlane Drive, Suite 101
Woodbury, MN 55125
- B. If to Buyer: City of Lake Elmo
Attn: Nicole Miller, City Administrator
3880 Laverne Avenue N.
Lake Elmo, MN 55042
- With a copy to: Kennedy & Graven, Chartered
Attn: Sarah Sonsalla
150 South 5th Street, Suite 700
Minneapolis, MN 55402

19. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. Electronic copies of a signature, such as a facsimile or a PDF copy of any party's signature shall be deemed the same as the original. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

20. COOPERATION. Each party shall cooperate in a timely manner, shall take such further

action, and shall execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

21. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

22. PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Sellers and Buyer relative to the Property.

23. RELOCATION WAIVER. Sellers acknowledges that they are being displaced from the Property as a result of the transaction contemplated by this Agreement and that Sellers may be eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which Sellers may be eligible and Sellers agree to waive any and all further relocation assistance benefits. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement.

24. NAMING RIGHTS. It is acknowledged by and between the parties that Buyer is acquiring the Property for purposes of expanding its park and recreational facilities within the City of Lake Elmo, and Buyer agrees that to the extent any improvements are made upon the Property, Buyer will name one of the baseball fields "Friedrich Field," in memory of Seller Kathleen Jurek's father, Friedrich. Sellers and Buyer agree to enter into a separate naming rights agreement when plans have been developed by Buyer for improvements to the Property. The provisions of this Section 24 shall survive the closing.

[Rest of page is intentionally blank. Signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

SELLERS:

By: _____
Kathleen Jurek

Date: _____

By: _____
Edward Jurek

Date: _____

BUYER:

CITY OF LAKE ELMO

By: _____
Charles Cadenhead

Its: Mayor

Date: _____

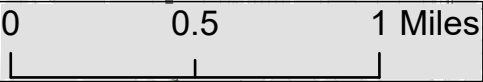
By: _____
Julie Johnson

Its: City Clerk






























Date: _____

STDOCS\1747802.v3

Data Source: Washington County
Map Created By: Planning Dept.
Map Updated: Dec 2024



Zoning Districts

	LDR - Low Density Residential		LC - Limited Commercial		A - Agricultural
	MDR - Medium Density Residential		C - Commercial		PF - Public Facilities
	HDR - High Density Residential		CC - Convenience Commercial		Water Body
	R2 - One & Two-Family Residential		BP - Business Park		Closed Landfill
	RS - Rural Single Family		MU-BP - Mixed-Use Business Park		Browns Creek
	RE - Residential Estate		MU-C - Mixed-Use Commercial		South Washington
	RR - Rural Residential		V-MX - Village Mixed Use		Valley Branch
	RT - Rural Transitional		V-LDR - Village Low Density Residential		Shoreland Overlay District
	OP PUD - Open Space Planned Unit Development		V-MDR - Village Medium Density Residential		Hatching Represents Planned Unit Developments (PUD)
	GCC - Golf Course Community		V-HDR - Village High Density Residential		

