



TERMINATION AGREEMENT

This Termination Agreement (Agreement) is entered into by and between the City of Minot (City), a municipal corporation and political subdivision of the State of North Dakota, and Project BEE (Project BEE), collectively referred to herein as the Parties, to terminate the following agreements, collectively referred to herein as the Subrecipient Agreements:

1. Sub-Recipient Agreement NDR007, A Sub-Recipient Agreement Between the City of Minot (Grantee) and Project BEE (Sub-Recipient) for CDBG-National Disaster Resilience Programs entered into on November 23, 2021 to develop and construct seventeen (17) affordable rental units for low and moderate income (LMI) households.
2. Sub-Recipient Agreement NDR010, A Sub-Recipient Agreement Between the City of Minot (Grantee) and Project BEE (Sub-Recipient) for the National Disaster Resilience Program entered into on November 23, 2021 for the development of Family Homeless Shelter with 6 (six) emergency shelter units for low to moderate-income (LMI) households.
3. Allocation 1 Sub-Recipient Agreement, A Sub-Recipient Agreement Between the City of Minot (Grantee) and Project BEE (Sub-Recipient) for CDBG-Disaster Recovery Program entered into on April 3, 2023 to develop and construct seventeen (17) affordable rental units for low and moderate income (LMI) households.

WHEREAS, in Sub-Recipient Agreement NDR007, the City agreed to provide up to \$2,117,966.00 in CDBG-National Disaster Resilience Program funding to Project BEE for the construction of seventeen affordable rental units for LMI households; and

WHEREAS, in Sub-Recipient Agreement NDR010, the City agreed to provide up to \$2,213,532.00 of the City's National Disaster Resilience Program award to Project BEE for the development of the Family Homeless Shelter with six emergency shelter units for LMI households; and

WHEREAS, in Allocation 1 Sub-Recipient Agreement, the City agreed to provide up to \$1,783,960.00 of the City's Federal CDBG-Disaster Recovery award to Project BEE for the development and construction of seventeen affordable rental units for LMI households; and

WHEREAS, the funds to be disbursed under the Subrecipient Agreements, by the City to Project Bee, were to be in the form of a grant to reimburse eligible expenses associated with the development of the projects for which they were approved; and

WHEREAS, the City maintains that the following amounts have been disbursed to Project BEE under the Subrecipient Agreements:

<u>Agreement</u>	<u>Funds Disbursed as of January 29, 2024</u>
Sub-Recipient Agreement NDR007	\$285,604.81
Sub-Recipient Agreement NDR010	\$2,213,532.00

Allocation 1 Sub-Recipient Agreement	\$0.00
--------------------------------------	--------

WHEREAS, Project BEE is presently the owner of real property located at 1901 South Broadway, Minot, North Dakota, which was purchased using CDBG-NDR funds and state CDBG funds, and is more particularly described as follows:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

("Property")

WHEREAS, Project BEE is also the owner of the improvements located on the Property, much of which were constructed, developed, or improved using the funding provided under its Subrecipient Agreements with the City; and

WHEREAS, the Property has a current value of \$1,605,000.00 as assessed by the Minot City Assessor; and

WHEREAS, Project BEE has advised the City that it cannot perform its remaining obligations under the Subrecipient Agreements; and

WHEREAS, Project BEE has informed the City that there are at least two contractors that have performed services in connection with the Property since Project BEE acquired the Property, and that based upon their information and belief, these contractors are owed approximately \$4,508,989.17 which shall be referred to in this Agreement as the "Contractor Liability", and is more particularly described as follows:

<u>Contractor</u>	<u>Liability as of January 29, 2024</u>
Mattson Construction Corporation	\$4,482,073.31
Engineers – Architects, PC (EAPC)	\$26,915.86
Total	\$4,508,989.17

WHEREAS, Project BEE has informed the City that the 2023 property taxes on the Property are due on in the amount of \$4,183.83, which is referred to in this Agreement as the "Tax Liability"; and

WHEREAS, Project BEE has informed the City that it cannot satisfy the Contractor Liability and Tax Liability and the recourse for these parties is to contact Project BEE directly for payment; and

WHEREAS, the City maintains that Project BEE remains liable to the City in the amount of \$892,667.98 to complete Project BEE's obligations under the Subrecipient Agreements while Project Bee maintains that no funds are owed to the City under the Subrecipient Agreements; and

WHEREAS, the City has informed Project BEE that while it disclaims having any present contractual liability or obligation to the contractors engaged by Project BEE to complete the projects described in the Subrecipient Agreements, the City intends to assume the following

contracts from Project Bee, including Project Bee's contractual liabilities and known obligations thereunder, with the exception of cost overages attributable to Project Bee's failure to perform its obligations under the Subrecipient Agreements:

<u>Contractor</u>	<u>Known Liability as of January 29, 2024</u>
Mattson Construction Corporation	\$4,482,073.31
Engineers – Architects, PC (EAPC)	\$26,915.86
Total	\$4,508,989.17

WHEREAS, conveyance of the Property to the City will enable the City to maintain compliance with the requirements and obligations of its financial award agreements for CDBG-NDR and CDBG-DR funds; and

WHEREAS, Project BEE acknowledges that on or before execution of this Agreement, it will provide to the City all records it has in its possession, and any and all records that may come into its possession, that pertain to the requirements, obligations, record keeping requirements, and other relevant documents that are described in the Subrecipient Agreements as documents that must be turned over to the City at the City's Request; and

WHEREAS, the City and Project BEE now desire to mutually terminate these agreements, and through this Agreement, bind themselves to termination conditions, establish a termination date, transfer all of Project Bee's ownership interest in the Property to the City, and assign Project Bee's interests in its contracts with Mattson Construction Corporation and EAPC to the City; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Termination of Subrecipient Agreements. Sub-Recipient Agreement NDR007, Sub-Recipient Agreement NDR010, and Allocation 1 Sub-Recipient Agreement shall all terminate on February 6, 2024 at 8:00am (Termination Date). The Parties shall be released from all duties and obligations contained in the Subrecipient Agreements that arise after the Termination Date.
3. Termination Sum. Project BEE shall pay the City the sum of \$892,667.98, from any donations, contributions, restitution orders, or insurance proceeds dedicated to completing Project Bee's obligations under the Subrecipient Agreements, and any Program Income received or due under the Subrecipient Agreements (collectively defined as the "Termination Sum"), which amounts to repayment of the funds allocated to them by the City and others in order to complete their duties and obligations under the Sub-Recipient Agreements. Project BEE's income from programs outside of the Subrecipient Agreements and specific bequests for other programs outside of the Subrecipient Agreements may not be used to reimburse the City the Termination Sum in order for Project BEE to continue to provide services for other programs,

including but not limited to the warming shelter, diaper pantry, homeless services, and shower programs.

- a. "Program Income" Defined: Program Income as the term is used in this Agreement shall include any and all income generated from the Property, including any lease payments and interest earned on accounts. If there is any question as to whether income received is considered Program Income, the term shall have the same meaning as found in 2 CFR 200.307
4. Rental Income. Project BEE represents that it has two tenants on the property:
 - a. Chen Chen Huan s/b/a Grand Hibachi Buffet, Inc. whose lease term commenced on April 6, 2020 with a term of five years, with two – five year extensions unless sooner terminated. The premises leased is Suite 1, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each succeeding calendar month during the term of the lease in the amount of \$4,244.84. No security deposit was required under the terms of this lease.
 - b. The Welcome Table, a/k/a: The Lord's Cupboard, whose lease term commenced on December 1, 2023 and expires at midnight on December 31, 2033, with an option to renew the lease for an additional ten years. The premises leased is Suite 2, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each month in the amount of \$2,500.00, and this tenant also was required under the lease to provide a security deposit in the amount of \$2,500.00. Project Bee agrees that it will forward this security deposit to the City of Minot.
5. Purchase Agreement. The Parties agree to execute the Purchase Agreement in a form attached hereto as Exhibit 1 at the same time this Agreement is executed. The Parties further agree to abide by the terms of the attached Purchase Agreement. The parties acknowledge and understand that any transfer of interest in the Property to the City may be subject to claims by contractors and Ward County, North Dakota based on the Contractor Liability and Tax Liability.
6. Real Property Conveyance (Quit Claim Deed). Project BEE shall convey a Quit Claim Deed to the City in substantially the same form as the Quit Claim Deed attached as Exhibit 2.
7. Assignment of Construction Contract. Project BEE shall assign their interest in their construction contract with Mattson Construction Co., entered into on April 26th, 2022 to complete the Broadway Circle Project BEE Project (EAPC Project #20204441) to the City.
8. Assignment of Architectural Consulting Services Contract. Project BEE shall assign their interest in their consulting contract Engineers-Architects, P.C.

(EAPC), entered into on December 7, 2021 for architectural and construction management services to the City.

9. Assignment of all Rental Leases. Project BEE shall assign their interest in any present leases on the Property to the City.
10. Assignment of all Storage Leases, Equipment, Building Materials, and other Items Purchased with Funds Received from Subrecipient Agreements. Project BEE shall assign their interest in any and all storage leases, equipment, building materials, and all other items purchased with funds received from the City of Minot through the Subrecipient Agreements, items purchased with Program Income, or purchased with funds from other sources for the purpose of completing Project Bee's obligations under the Subrecipient Agreements. This requirement shall survive termination of the Subrecipient Agreements. Should any items/leases/or other things of any kind of nature be discovered to have been purchased with funding received from the City of Minot through the Subrecipient Agreements, or to satisfy Project Bee's obligations under the Subrecipient Agreements, those items will be promptly delivered to the City of Minot. The City, in its sole discretion, can refuse assignment or to take possession of any such items.
11. Records. All records required to be maintained by Project BEE per the terms of the Subrecipient Agreements shall be provided to the City as Project BEE comes into possession of such records.
12. Records Maintenance. The records described in Sub-Recipient Agreements shall remain accessible to the City upon written request by the City. Public records relating to this Agreement and the Sub-Recipient Agreements shall be retained by the Parties in accordance with North Dakota's open records laws.
13. Satisfaction. In exchange for the execution of this Agreement, the Purchase Agreement, delivery of a Quit Claim Deed, assignment of its construction contract with Mattson Construction Company, assignment of its architectural consulting services contract with EAPC, assignment of its rental leases on the Property, and delivery of the records required to be maintained by Project BEE pursuant to the terms of each Subrecipient Agreement that it presently has in its possession, the Subrecipient Agreements shall be terminated. Project Bee's liability for the Termination Sum shall survive the termination of the Subrecipient Agreements. Project Bee's requirement to deliver records required to be maintained by Project BEE pursuant to the Subrecipient Agreements shall also survive termination of the agreements.
 - a. Additional Acts. The Parties agree to perform such acts and to prepare, execute, file, or record any document or instrument reasonably required to comply with the terms of the Purchase Agreement attached hereto, or to give full force and effect to this Agreement.

14. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement and termination of Sub-Recipient Agreements, including any attorney fees.
15. Project Bee's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:
- a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.
 - b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project Bee, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.
16. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
17. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
18. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the

terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project Bee, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.

19. Non-Disparagement. Each Party agrees it shall not at any time make, publish, or communicate to any person or to any public forum any defamatory or disparaging remarks, comments, or statements concerning the projects related to the Subrecipient Agreements, the underlying dispute, or the allegations contained in this Agreement. This section does not, in any way, restrict or impede any Party from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any law, statute, code, ordinance, order, rule, rules of common law, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other legal requirement of any governmental authority, provided that such compliance does not exceed that required by such legal requirement. The obligations contained in this section survive the termination of the Subrecipient Agreements.

20. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:

- a. To City: City of Minot
Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
- b. To Project BEE: Project Bee
Attn: Executive Director
205 3rd St SE
Minot, ND 58701

21. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

22. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.
- a. Transfers and Assignments. Project BEE shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement, including the Property, Program Income, and any assets purchased using funds from the Subrecipient Agreements described herein, without first obtaining the prior written consent of the City.
23. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
24. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.
25. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.
26. Further Assurances. The City and Project BEE hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.
27. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms.

28. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

GRANTEE: CITY OF MINOT

SUB-RECIPIENT: PROJECT BEE

Mayor

Title:

Date

Date

Attest:

Attest:

City Clerk

Title:

Date

Date

Attest:

Finance Director, City of Minot

Date

EXHIBIT 1

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between Project Bee, a non-profit organization organized in the state of North Dakota, whose post office address is _____, hereinafter called "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter called "City."

WITNESSETH, that the Seller agrees to sell and the City agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by the Seller and located in the County of Ward, State of North Dakota, to-wit:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

Street Address: 1901 South Broadway; Minot, North Dakota

Tax Parcel ID: MI25F770100010
MI25F770100020

In further consideration of the covenants and obligations contained herein, the Parties agree as follows:

1. **PURCHASE PRICE.** The purchase price for all of the Seller's right, title and interest in the Property shall be one and 00/100 Dollars (\$1.00), payable at Closing. Additional consideration for this Purchase Agreement is the termination of three sub-recipient agreements between the City and Project Bee. Except as otherwise provided herein, the Seller shall receive no other compensation from the City for the Seller's right, title, and interest in the Property.

2. **ABSTRACT AND TITLE INSURANCE.** Prior to Closing, Seller shall provide the City possession of an abstract of title or title insurance policy showing marketable title of the Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by the City. In the event that Seller is unable to deliver an existing abstract or title insurance policy to the City, the cost of creating a new abstract or acquisition of title insurance shall be paid by the City. Seller agrees to cooperate with the City and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon Closing, all abstracts and title insurance policies shall become the property of the City.

If Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to the Seller, then this agreement may be terminated at the option of the City, except that the City may waive defects and elect to close the purchase.

3. **DEED.** Seller shall, on full compliance by City with the promises herein, execute and deliver to City a Quit Claim Deed, in recordable form, conveying marketable title.

4. CLOSING DATE. This transaction shall be finally closed and a Quit Claim Deed as required herein delivered to the City by February 6, 2024.

5. POSSESSION. City shall be entitled to possession of the Property at the Closing. Key exchange for Building A with Project Bee shall occur on or before February 12, 2024.

6. INSPECTION OF PROPERTY. City shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to Closing. Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this agreement.

7. REMOVAL OF PERSONAL PROPERTY. Within thirty (30) days of the Closing Date, Seller at its own expense shall remove all personal property not purchased with CDBG-NDR funds or Program Income which Seller wishes to retain. Also, within thirty (30) days of the Closing Date, Seller shall execute and deliver to the City the Certificate of Removal of Personal Property attached as Exhibit "A." Any personal property remaining in the structure at the time of Closing will become the property of the City. Personal property needs to be demonstrated by the seller to have not been acquired or benefited with Community Development Block Grant (CDBG) or CDBG National Disaster Recovery Funds.

8. NO HOLDOVER PERIOD FOR OCCUPANTS. Seller shall ensure that its property is removed from the Property within thirty (30) days of the Closing Date.

9. STATUS QUO MAINTAINED. Except as otherwise authorized by City, the Property shall be preserved in its present condition and Seller shall deliver it intact at the time of closing. In the event salvage is authorized, the replacement value of the salvaged items will be deducted from the Purchase Price stated in paragraph 1. All risk of loss or damage to the Property is on Seller until closing. Prior to closing, Seller shall promptly give written notice to the City of any salvage, loss or damage to the Property. In the event of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to terminate this Purchase Agreement effective immediately. However, in the case of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to: (1) take possession of the Property upon completion of the terms and obligations of this Purchase Agreement; (2) terminate this agreement effective immediately; or (3) renegotiate the Purchase Price.

10. TAXES. Seller shall assume all taxes on the Property through date of closing and all unpaid taxes for prior years, including property taxes for 2023. The Seller acknowledges and agrees that there are property taxes due for 2023 in the amount of \$4,183.83 ("Tax Liability"), and the Buyer is not responsible in satisfying the Tax Liability.

11. CONTRACTOR LIABILITY. The Buyer acknowledges and agrees that:

A. There may be several contractors who have performed services in connection with the Property since Project BEE acquired the Property;

B. Unpaid contractor bills are known by the parties to be as follows: (the "Contractor Liability")

<u>Contractor</u>	<u>Known Liability as of January 29, 2024</u>
Mattson Construction Corporation	\$4,482,073.31
Engineers – Architects, PC (EAPC)	\$26,915.86
Total	\$4,508,989.17

C. The Contractor Liability may be partially satisfied by the City, and any unpaid liability shall be the responsibility of Project Bee.

12. SPECIAL ASSESSMENTS. Buyer agrees to assume any and all unpaid special assessments including but not limited to any uncertified balance of special assessments.

13. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

14. LEASES. Seller represents and warrants to City that, except as stated herein, there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. Seller shall hold harmless and indemnify City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property except as listed below:

- a. Chen Chen Huan s/b/a Grand Hibachi Buffet, Inc. whose lease term commenced on April 6, 2020 with a term of five years, with two – five year extensions unless sooner terminated. The premises leased is Suite 1, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each succeeding calendar month during the term of the lease in the amount of \$4,244.84. No security deposit was required under the terms of this lease.
- b. The Welcome Table, a/k/a: The Lord’s Cupboard, whose lease term commenced on December 1, 2023 and expires at midnight on December 31, 2033, with an option to renew the lease for an additional ten years. The premises leased is Suite 2, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each month in the amount of \$2,500.00, and this tenant also was required under the lease to provide a security deposit in the amount of \$2,500.00. Project Bee agrees that it will forward this security deposit to the City of Minot.

Sellers Initials

If any tenant or occupant should move out of the Property after the date of this agreement, Seller agrees not to lease or rent such vacated unit to any other person or otherwise allow any occupancy of such vacated unit. Other than the consideration stated in paragraph 1, Seller shall not receive any additional payment, consideration or compensation for loss of rent or reimbursement of any expenses related to any vacancies.

15. ENVIRONMENTAL MATTERS.

- A. Environmental Representations and Warranties. For purposes of this agreement, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 6901 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance" or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "Environmental Laws"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.
- B. Additional Environmental Provisions. If Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property, or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the Property, Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City in its sole and irrevocable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may terminate this agreement effective immediately.

16. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective Parties.

17. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

18. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

19. NO COMMISSION. Each party hereto represents to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

20. ENTIRE AGREEMENT. The Termination Agreement and this Purchase Agreement contains the entire agreement between the Parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth in this Agreement or the Termination Agreement by and between the City of Minot and Project Bee, dated _____, 2024.

21. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification is in writing, duly stated and signed by both Parties.

22. EXHIBITS. Exhibit "A" (Certificate of Removal of Personal Property) and Exhibit "B" (Bill of Sale) are attached hereto and by this reference made a part hereof.

The City hereby agrees to purchase the Property described in this agreement for the price and on the terms and conditions set forth in this Purchase Agreement.

CITY OF MINOT, a North Dakota
municipal corporation

Mayor

Finance Director

City Clerk

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this _____ day of _____, 2024, before me, a Notary Public within and for said County and State, personally appeared Thomas Ross, Mayor, David Lakefield, Finance Director, and Mikayla McWilliams, City Clerk, known to me to be the persons described in and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same on behalf of the City of Minot.

Notary Public

Seller hereby agrees to sell the above-described Property at the price and on the terms and conditions set forth in this agreement.

PROJECT BEE

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this_____ day of _____, 2024 before me, a Notary Public, in and for the State of North Dakota, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Notary Public

EXHIBIT A

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

_____, hereby states that Project BEE has removed all wanted personal property, equipment, furnishing and appliances from the site at _____, Minot, ND. Project BEE further declares that any and all personal property of Project BEE remaining on the premises is hereby abandoned and Project BEE relinquishes any further claim or interest thereto.

This document shall be effective as of the date of closing.

PROJECT BEE

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of _____, 2024 before me, a Notary Public, in and for the State of North Dakota, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Notary Public

EXHIBIT B

BILL OF SALE

Project Bee, hereinafter the "Seller", for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer, and release to the City of Minot, North Dakota, all the Seller's right, title and interest in all fixtures, improvements, furnishings, appliances, and personal property located on the premises at 1901 S Broadway, Minot, ND and legally described as:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

Street Address: 1901 South Broadway; Minot, North Dakota

Tax Parcel ID: MI25F770100010
MI25F770100020

As is, where is, and with all faults.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window insert types, door chimes, built-in items on electrical service cable, and all equipment within the building improvements, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants except:

This document shall be effective as of the date of closing.

Dates this _____ day of _____, 2024.

PROJECT BEE

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of _____, 2024 before me, a Notary Public, in and for the State of North Dakota, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Notary Public

EXHIBIT 2

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 20__, between the City of Minot, a municipal corporation under the laws of the State of North Dakota, whose post office address is P.O. Box 5006, Minot, North Dakota, 58702-5006, hereinafter referred to as "Grantee", and Project BEE, whose mailing address is 400 E Central Ave. Suite 302, Minot, ND 58701, hereinafter referred to as "Grantor";

For and in consideration of the sum of one dollars (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby QUIT CLAIM, GRANT, AND CONVEY to the Grantee, all of its right, title, and interest in and to the following real property lying and being in the County of Ward, State of North Dakota, and described as follows, to-wit:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

Subject to any easement, lease, right-of-way, or other encumbrance of record, together with all hereditaments and appurtenances belonging thereto;

WITNESS, the hand of the Grantor.

PROJECT BEE

Title:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this ____ day of _____, 2024, before me, a Notary Public in and for said county and state, personally appeared _____, known to me to be _____, who are described in and who executed the within instrument and acknowledged to me that they executed the same.

Notary Public, Ward County, ND
My Commission Expires:

I certify that the requirement for a report of statement of full consideration paid does not apply because this deed is for one of the transactions exempted by Sub-divisions (f) and (h) of Subdivision 6 of N.D.C.C. § 11-18-02.2.

Signed: _____ (Grantee/Agent)
Dated: _____