

**COOPERATIVE AGREEMENT FOR  
4414 HUMBOLDT AVENUE NORTH  
IN MINNEAPOLIS**

This Agreement is between the City of Minneapolis, a municipal corporation ("CITY"), c/o Department of Community Planning and Economic Development, 105 Fifth Avenue South, Minneapolis, MN 55401-2534, and the Hennepin County Housing and Redevelopment Authority ("HCHRA"), 701 Fourth Avenue South, Suite 400, Minneapolis, MN 55415.

WHEREAS, by Resolution No. 15-HCHRA-0021R1 the HCHRA authorized the transfer of surplus property ("Property") associated with the new Webber Park Library located at 4414 Humboldt Avenue North to Pillsbury United Communities (or affiliated entity) for renovation as a full service grocery store and health-based resource center ("PROJECT"); and

WHEREAS, the HCHRA has determined that it has the authority to participate in the PROJECT pursuant to Minnesota Statutes §§383B.77, 383B.79 and 469.001 to 469.047 and other applicable law;

WHEREAS, state law requires that the HCHRA coordinate with and obtain certain approvals from the CITY in order for the HCHRA to undertake a redevelopment project within the jurisdiction of the CITY;

WHEREAS, by Resolution 2015R-\_\_\_\_\_, the City Council of the CITY granted such approval contingent upon execution and delivery of this Agreement; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Minnesota Statutes §§383B.77, 383B.79, 471.59 and other applicable law,

The parties agree as follows:

1. Pursuant to Minnesota Statutes, Section 383B.77, subd. 3., the CITY approves the PROJECT to be undertaken by the HCHRA, subject to the following requirements:
  - a. That the CITY retains its jurisdiction over all issues of local concern relating to zoning, land usage, building code requirements and compliance with all applicable city codes and ordinances.
  - b. That the payment or repayment of any financial obligations to the HCHRA by Pillsbury United Communities ("PUC") is solely the responsibility of the HCHRA, PUC or revenues derived from the PROJECT.

- c. That the full faith and credit of the CITY will not be pledged as a source of payment or repayment of said PROJECT financial obligations owed by the HCHRA or PUC.
2. Right of First Offer. HCHRA will reserve a Right of First Offer to repurchase the Property from PUC if either of the following triggering events occurs: (a) the primary use of the Property ceases to be a full service grocery store and health-based resource center or (b) PUC decides to sell **any part of the Real Property** or lease **35% or more of the square footage of any building located on the Real Property** ~~the Property~~. HCHRA's Right of First Offer will be assignable to the CITY. Within 25 days after receipt of notice from PUC that either of the foregoing triggering events has occurred, HCHRA will determine whether it intends to exercise the Right of First Offer. If HCHRA decides not to exercise the Right of First Offer, then HCHRA will immediately notify the CITY of the availability of the Property. Upon CITY request and prior to expiration of the 45-day deadline to provide notice to PUC of intent to exercise the Right of First Offer, HCHRA will assign the Right of First Offer to the CITY. If the CITY exercises the Right of First Offer, it will enjoy a 60-day exclusive period in which to negotiate a purchase agreement with PUC. If the CITY and PUC are unable to come to an agreement on the terms of the repurchase, PUC shall be free to reposition the property for an alternate use or market the Property and sell or lease it to a third party.
3. Merger and Modification.
  - a. The entire Agreement between the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
  - b. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties.
4. Contract Administration. In order to accomplish the purposes of this Agreement, Patricia Fitzgerald, or her successor, shall manage this Agreement on behalf of the HCHRA and serve as liaison between the HCHRA and the CITY.
5. Notices. Notice to the HCHRA shall be sent to the Deputy Executive Director at the address stated in the opening paragraph of the Agreement. Notice to the CITY shall be sent to the CPED Director at the address stated in the opening paragraph of the Agreement.

6. General Provisions.

A. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

B. Captions. Captions or headings contained in this Agreement are included for convenience only and form no part of the Agreement between the parties.

C. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.

D. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

E. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties, by action of their respective governing bodies, caused this Agreement to be executed as of the date set forth above.

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**COUNTY BOARD AUTHORIZATION**

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

Reviewed by the County  
Attorney's Office

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board  
Date: \_\_\_\_\_

Recommended for Approval

By: \_\_\_\_\_  
Director, Community Works

By: \_\_\_\_\_  
County Administrator  
Date: \_\_\_\_\_  
And: \_\_\_\_\_  
Assistant County Administrator-Public Works  
Date: \_\_\_\_\_

HENNEPIN COUNTY HOUSING AND  
REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Chair of Its Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of the County Board  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Executive Director

(Hennepin County HRA signature page to Cooperative Agreement)

**CITY OF MINNEAPOLIS**

By: \_\_\_\_\_  
Its: Assistant Finance Officer  
Enterprise Contract Administer  
City Purchasing Agent

City Department Approval

\_\_\_\_\_  
CPED Director

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

(City of Minneapolis signature page to Cooperative Agreement)