



November 13, 2025

Brian Zeller
Telus Property Services + Solutions
84 St Croix Trail South
Lakeland, MN, 55043

Via email: Bzeller@ccim.net

Re: Lake Elmo – Approximately 12.86 Acres of Land 11030 Stillwater Blvd N

Dear Brian:

Valley Community Center Partners, Inc., (“Buyer”) proposes to buy the above-referenced property (the “Property”) from the Independent School District # 834 (collectively “Seller”) on the following terms:

1. Purchase Price: Four Million Two Hundred Fifty Thousand Dollars **\$4,250,000.00** payable in cash through escrow at Closing.
2. Definitive Agreement: Seller and Buyer shall use their best efforts in good faith to enter into a binding and definitive purchase and sale agreement (the “Definitive Agreement”) within 15 days after mutual execution and delivery of this letter. The initial draft of the Definitive Agreement will be prepared by Buyer’s counsel. It shall incorporate, include and expand upon all of the material terms and conditions herein contained and shall cover other matters as may be customary. The date of mutual delivery of executed copies of such Definitive Agreement is referred to herein as the “Contract Date”.
3. Due Diligence Period:

The period expiring two hundred ten (210) days after the Contract Date for review of title, survey, environmental, and soil information and review and audit of general feasibility and other relevant issues. The Definitive Agreement will include a provision that Seller must deliver to Buyer, to the extent available to Seller records and documents, including: (i) the most recent title commitment, report or policy; (ii) the most recent survey; (iii) any reports and correspondence concerning the environmental condition of the Property; (iv) any reports and correspondence concerning the geotechnical and/or soils condition of the Property; (v) any reports and correspondence concerning the history of the buildings and their potential historic status.
4. Entitlement Period:

N/A. Buyer’s performance under the Definitive Agreement shall not be contingent upon receipt of municipal entitlements.
5. Access - Inspection: Until Closing, Buyer shall have reasonable access to the Property and shall be provided with copies of reports, and access to records and materials, concerning the Property. Such reports and records shall be in such form and contain



such data as would customarily be required by a reasonable purchaser of comparable property. Buyer may undertake such environmental and other inspections and tests as it may reasonably require. Seller shall make available to Buyer copies of all permits and other approvals relating to the Property, if any.

6. Deposit: Buyer shall deposit Fifty Thousand Dollars **(\$50,000)** (the “Initial Deposit”) five business days after the Contract Date. If Buyer chooses to extend the due diligence period for an additional sixty (60) days, Buyer shall deposit an additional One Hundred Twenty Five Thousand Dollars (\$125,000) which shall be nonrefundable and which will increase the price of the Property by the same amount. Upon the conclusion of the Due Diligence period Buyer shall deposit an additional Two Hundred Fifty Thousand Dollars **(\$250,000.00)** (the “Additional Deposit” (collectively with the Initial Deposit the “Deposit”). The Deposit will be held in escrow until Closing and be applied to the Purchase Price. The Deposit will be refundable in the event of termination by Buyer during the Due Diligence Period for any reason. Following the expiration of the Due Diligence Period the Deposit shall be deemed non-refundable except in the case of Seller default.
7. Closing: Closing to take place on December 1, 2026 or early by mutual agreement by the parties.
8. Escrow and Title Insurance: Escrow and title services to be furnished by FSA Title Services. Buyer will require an ALTA extended coverage policy, subject only to exceptions deemed approved during the Due Diligence Period, and including customary endorsements.
9. Costs and Pro-rations: Transfer taxes and recording fees will be paid as customary in Minnesota. Seller will pay for the preparation of the title commitment and Buyer pays the premium for basic title insurance coverage; Buyer pays any increment added to the premium for extended coverage and any endorsements. Seller and Buyer each pay one-half of escrow charges. Seller pays broker’s fees. Buyer and Seller shall pro-rate all utility charges, real estate taxes and any general and/or special assessments as of the date of the Closing.
10. Building/Improvements: Seller shall demolish and haul away all improvements on the Property after the expiration of the Due Diligence Period and before closing, other than the two story brick building if Buyer’s due diligence reveals that it should be saved. Buyer will give notice to Seller before the end of the Due Diligence Period whether the two story brick building should be saved.
11. Brokerage: Buyer represents and warrants that Buyer is not represented by a broker. Seller shall pay a brokerage fee due resulting from Seller’s sale of the Property to Seller’s agent.
12. Additional terms: Buyer will record a deed restriction at closing stating the property will not be used for a public, charter, or private school. The deed restriction will allow for preschool and daycare, as well as community oriented classes such as swimming lessons.

Seller agrees that, for a period of fifteen (15) days from the execution of this letter of intent by Buyer and Seller, or such longer period while the Definitive Agreement is being negotiated,




Seller will not enter into negotiations or conduct discussions for the sale of the Property to any other party. With the exception of the obligation of Seller as set forth in the preceding sentence, this letter is not a contract and does not create any legally binding obligations, and no such obligations will exist unless and until the parties have executed and delivered the Definitive Agreement. Seller may continue to market the property during the Due Diligence Period, but Seller may not accept other offers.

This proposal will remain open until 5:00 PM (Central Time) on November 19th, 2025 and then expire if not accepted. If the foregoing terms and conditions are acceptable, please have a copy of this letter executed by a party or parties authorized to act on behalf of all parties owning the Property and deliver the same to the undersigned on or before that time.

Very truly yours,

Valley Community Center Partners, Inc

By: 
Sally Anderson
Its: Board Chair

Accepted this ____ day of _____, 2025

“Seller”

By: _____
Dr. Michael Funk
Its: Superintendent