



**ECONOMIC DEVELOPMENT AUTHORITY + PLANNING COMMISSION
SPECIAL JOINT MEETING AGENDA
THURSDAY, SEPTEMBER 3RD @ 7:00 P.M.
ARLINGTON COMMUNITY CENTER ROOM 2**

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1485256057>

For the best audio experience, please use computer audio.

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1(773)2319226 (US North)

+1(312)2630281

+1(470)8692200 (US East)

+1(646)3573664

+1(720)9027700 (US Central)

+1(213)2505700

+1(346)9804201

+1(469)4450100 (US South)

+1(623)4049000 (US West)

+1(650)2424929

Meeting ID: 148 525 6057

International numbers available: <https://meetings.ringcentral.com/teleconference>

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF THE AGENDA**
- 4. UPDATE FROM DERRICK BUSHMAN ON THE HEMP HEAVEN PROJECT**
 - a. REQUEST FOR AN EXTENSION OF THE DEVELOPMENT AGREEMENT
- 5. JOINT DISCUSSION PLANNING COMMISSION AND EDA**
 - a. OPEN DISCUSSION BETWEEN THE TWO COMMITTEES
 - i. HOW DO YOU ENVISION ARLINGTON IN 5 YEARS?
 - b. DISCUSSION ON THE FUTURE OF THE COMPREHENSIVE PLAN
 - i. A BRIEF JOINT DISCUSSION OF THE COMPREHENSIVE PLAN AND ANY FUTURE UPDATES THE PC OR EDA WOULD LIKE TO SEE IN PARTICULAR
 - ii. STRATEGIC PLANNING FOR FUTURE GROWTH OF ARLINGTON
- 6. ADJOURNMENT**

COPY



250118

I hereby certify that this document was
filed in this office and duly recorded on

May 04, 2020 3:00 PM

Kathy Dietz, Recorder by RS \$46.00

Well Certificate: Rec'd () Not Rec'd (x)

Abstract: Yes () No (x)

Pages: 4

A250118

Office of County Recorder/Registrar
SIBLEY COUNTY, MN



REC'G PROCESS COMPLIANCE 93: \$11.00
RECORDER TECHNOLOGY FUND 20: \$10.00
STATE TREASURY GENERAL 21: \$10.50
GENERAL ABSTRACT 19: \$14.50

Return To:
ARNESON ROSS R
302 WEST MAIN
PO 529
ARLINGTON, MN 55307

DEVELOPMENT AGREEMENT

The Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota municipal corporation, hereafter "City" and Hemp Heaven, LLC, a Wisconsin Limited Liability Company, hereafter "Buyer", hereby agree as follows:

1. City has agreed to sell to Buyer the following described real estate, hereafter "Premises":

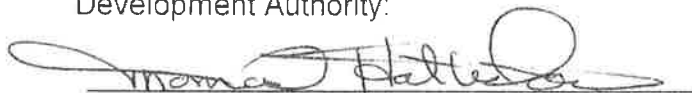
Part of the NW 1/4 of Section 16, Township 113 North, Range 27 West, Sibley County, Minnesota, described as follows: Beginning at the northeast corner of said NW 1/4 of Section 16; thence on an assumed bearing of South 00 degrees 14 minutes 21 seconds west along the east line of said NW 1/4, a distance of 866.40 feet; thence South 89 degrees 36 minutes 32 seconds west 869.89 feet; thence South 00 degrees 14 minutes 21 seconds west 94.78 feet; thence South 89 degrees 36 minutes 32 seconds west 307.57 feet; thence North 00 degrees 14 minutes 21 seconds east 928.03 feet to the northerly right-of-way of Minnesota Trunk Highway Number 5; thence North 57 degrees 39 minutes 01 seconds east along said northerly right-of-way line 43.20 feet to the north line of said NW 1/4; thence North 89 degrees 05 minutes 33 seconds east along said north line 1141.22 feet, to the point of beginning, and excepting therefrom the existing railroad right-of-way contained therein.

2. Consideration for this purchase is \$1.00, and the agreement of Buyer that Buyer will begin construction of business buildings, to include 10 greenhouses and/or processing facilities in two phases, with the end of the first phase resulting in the construction and concrete work necessary to construct four of the 10 buildings, adding no less than \$200,000 in value to the Premises, and the second phase resulting in the construction and concrete work necessary to complete the remaining 6 buildings, adding no less than an additional \$200,000 in value to the Premises. Construction must begin within 180 days after title to the above described Premises has been transferred to buyer. It is the understanding and intent of this agreement that Buyer is constructing said buildings in order to provide a place of operation for buyer's hemp growing and processing business.
3. The construction required in paragraph 2 above for the described first phase shall be completed no later than December 31, 2020. The second phase of construction as described above shall be completed no later than December 31, 2021.

4. If Buyer does not begin construction of the business building on the Premises within 180 days after the Premises purchase has been closed, then at the option of the City, the City can require Buyer to deed back the property to the City for \$1.00.
5. As further consideration for this purchase, Buyer agrees that Buyer shall employ at least 15 full time equivalent employees working primarily on the Premises, no later than January 1, 2022. Upon sufficient showing of the hiring of 15 full time equivalent employees by the Buyer, the City shall record partial satisfaction releasing Buyer from this obligation. If this condition is not fulfilled, then at the option of the City, the City can require Buyer to pay an amended purchase price, which will be Market Rate Value, in accordance with the City's development land sale policy as adopted by the City Council on May 21, 2018, a copy of which is attached to this agreement. For purposes of this Agreement, the Sibley County Assessor's estimated market value for 2020 will be considered the "Market Rate Value" as set out in said development land sale policy. Such amended purchase price shall be paid by Buyer to the City within 30 days after written demand by the City for such payment, following the failure of Buyer to meet the employment goals as set out in this paragraph.
6. Municipal sewer and water service are not available to the Premises at this time. As further consideration for this agreement, the City of Arlington will undertake construction of city sewer and water service infrastructure to the Premises at the Buyer's cost, upon receiving written notice to proceed from Buyer. Buyer shall provide seller with appropriate permanent easements to allow the placement of such utility infrastructure on the Premises. If Buyer fails to construct a business building on the Premises as set out in this agreement, Buyer agrees to reimburse the City for the cost of installation of said sewer and water service line extensions to the Premises, within 60 days after written demand by the City for such payment.
7. Buyer's operation of the business on the Premises shall at all times comply with government regulations, to include, but not limited to, sound suppression, particulate emissions control, odor control, and waste disposal standards.
8. Buyer shall undertake platting of the property to accommodate Buyer's development of the property, at Buyer's cost. Said platting shall allow for future north/south and east/west city street access through the property acceptable to the city.
9. The City will support the efforts of Buyer to secure financing for construction and equipping of this project to include possible available public sector financing. The City will make available its financial advisor and city staff to aid in such applications.

Dated: February 6, 2020

For City of Arlington Economic
Development Authority:




By Thomas Hatlestad
Its Vice Chairman



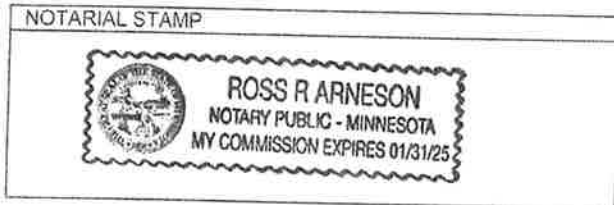
By Amy Newsom
Its Executive Director

For Hemp Heaven, LLC:


Derrick Bushman
Its Member

STATE OF MINNESOTA
COUNTY OF SIBLEY

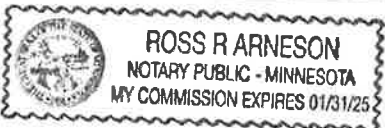
The foregoing instrument was acknowledged before me on 2.7, 2020, by Thomas Hatlestad, Vice Chairman and Amy Newsom, Executive Director, on behalf of the Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota municipal corporation.




SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF SIBLEY

The foregoing instrument was acknowledged before me on 2.7, 2020, by Derrick Bushman, its Member, on behalf of Hemp Heaven, LLC, a Wisconsin Limited Liability Company.

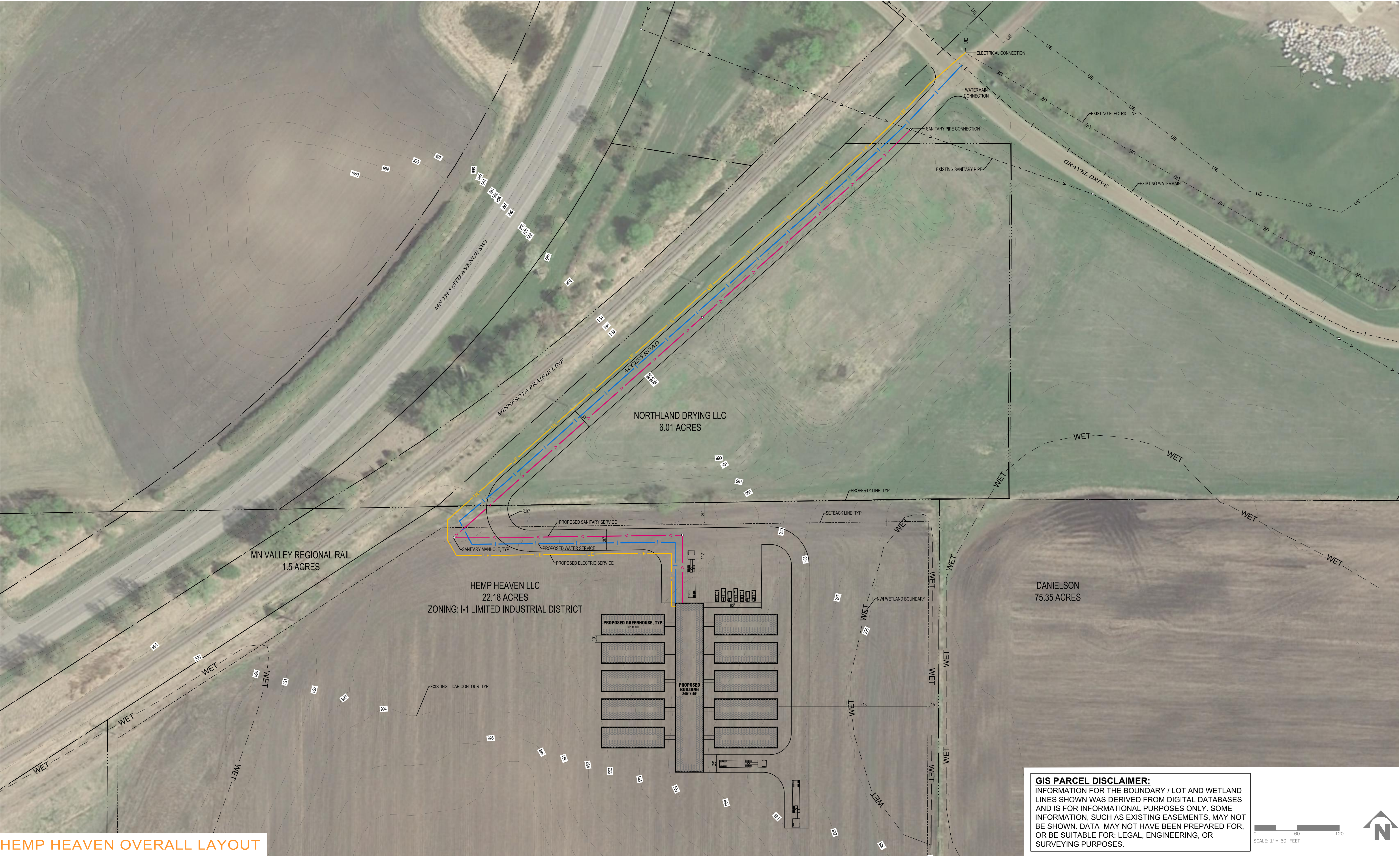
NOTARIAL STAMP
 <p>ROSS R ARNESON NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/25</p>
THIS INSTRUMENT WAS DRAFTED BY:
Ross R. Arneson Attorney At Law, (Lic. 313X) 302 West Main, Box 529 Arlington, MN 55307 (507) 964-5753


SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

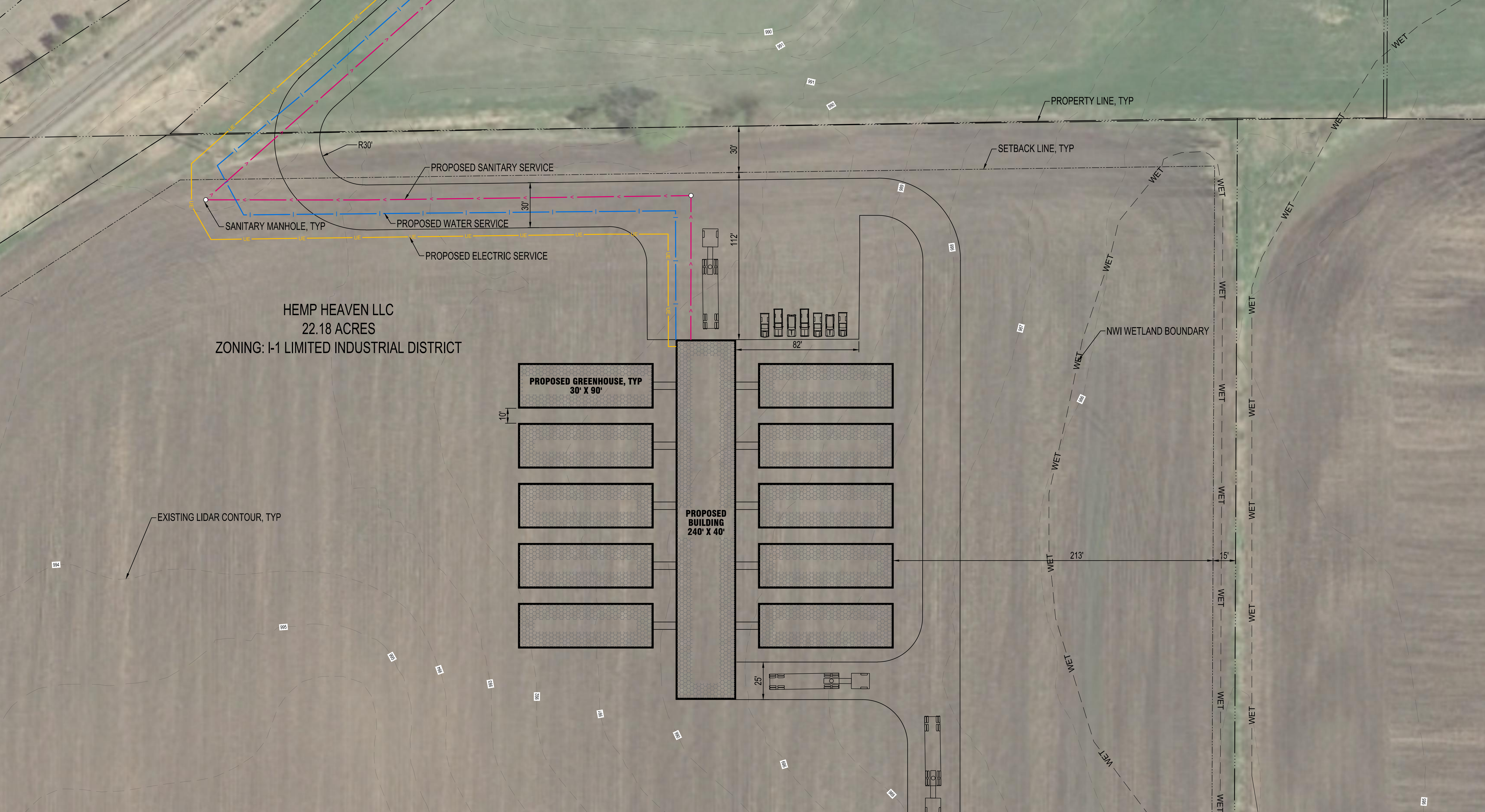
Commercial Buildings & Lots Policy

The City of Arlington has acquired buildings and lots for the purpose of economic development. The intention of this policy is to set the price of commercial buildings and lots. The goal of the City of Arlington is to increase the tax base for the City. It is the purpose of this policy to outline the terms and conditions of the sale of buildings and lots with an assessed value of less than \$250,000.

1. Sale of buildings and lots will be approved by the Arlington Council.
2. Commercial Buildings and Lots will be sold for \$1 per lot when the business meets the following criteria:
 - A. Will create at least 15 full-time equivalent (FTE) positions based in the City of Arlington.
3. Commercial Buildings and Lots will be sold for \$5,000 when the business meets the following criteria:
 - A. Will create at least 10 full-time equivalent (FTE) positions.
4. Commercial Buildings and Lots will be sold for \$10,000 when the business meets the following criteria:
 - A. Will create at least 5 full-time equivalent (FTE) positions.
5. If a lot(s) is purchased for \$1 or \$10,000 and construction is not started within 180 days of closing, the lot(s) will be returned to the City of Arlington. Purchase price will be refunded, minus closing costs.
6. Commercial Buildings and Lots that do not meet any of the above criteria will be sold at the Market Rate Value.
7. Closing will occur within 4 months of signing the purchase agreement.
8. A Development Agreement must be approved by City Council and both parties must adhere to the terms of the agreement.



HEMP HEAVEN OVERALL LAYOUT



HEMP HEAVEN PROPOSED SITE LAYOUT



HEMP HEAVEN PROPOSED ACCESS ROAD



Architecture + Engineering + Environmental + Planning

CAD FILE NAME 24164 HEMP HEAVEN LAYOUT 610 2020

HEMP HEAVEN
ARLINGTON, MN - 06/11/2020
ISG PROJECT NO. 24164

GIS PARCEL DISCLAIMER:
INFORMATION FOR THE BOUNDARY / LOT AND WETLAND LINES SHOWN WAS DERIVED FROM DIGITAL DATABASES AND IS FOR INFORMATIONAL PURPOSES ONLY. SOME INFORMATION, SUCH AS EXISTING EASEMENTS, MAY NOT BE SHOWN. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR: LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

0 30 60
SCALE: 1" = 30' FEET



ISGInc.com