

LETTER OF INTENT

01/23/2024

From: Brandon Saloka, of Fine Line Construction LLC

29275 Clearwater Rd

Grand Rapids, Minnesota 55744

Dear Rob Mattei:

This letter (the "LOI") confirms the mutual interest, with regards to the transaction described herein, of the following parties:

("Buyer") : Brandon Saloka as Fine Line Construction LLC

("Seller") : Grand Rapids Economic Development Authority

Buyer and Seller may be referred to individually as the "Party", or collectively, the "Parties".

1. **Terms.** The principal terms of the transaction contemplated herein (the "Prospective Transaction") would be as follows:

(a) **Prospective Transaction.** The transaction being contemplated by the Parties is as follows:

- (i) \$19,500 for Lot 5, Block 2 upon closing.
- (ii) First Right of refusal to purchase Lots 4 and 6, Block 2.
- (iii) Construction to begin within one calendar year of time of purchase.

(b) **Consideration.** Should a final agreement be made, the aggregate consideration for the vacant land to be purchased would be Cash, \$19,500 for lot 5, Block 2.

(c) **Liabilities.**

- (i) Seller hereby acknowledges(s) that there are no liabilities, debts, or other obligations associated with Prospective Transaction and agrees to disclose, in writing, any such information before any final agreement is executed.

2. **Expenses.**

- (a) Buyer and Seller will pay their respective expenses incident to this letter of intent and the transactions contemplated hereby and thereby.
- (b) Both Parties have represented to each other that no brokers or finders have been employed that would be entitled to a fee by reason of the transaction contemplated by this letter of intent

3. **Public Announcements.** Neither Party will make any announcement of the Prospective Transaction contemplated by this LOI prior to the execution of the final transaction agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect the Parties ability to communicate information concerning this LOI and the Prospective Transaction contemplated hereby to the Parties and their respective affiliates', officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the Prospective Transaction contemplated by this LOI.

4. **Confidentiality.** This LOI and any related discussions and correspondence are to be held in strict confidence by the Parties and may not to be disclosed to any party (other than counsel to, and the accountants of, the Parties to the extent reasonably necessary for such persons to render advice in connection with the Prospective Transaction) without the prior written approval of the other Party.

5. **Due Diligence.**

- (a) Buyer may conduct a 14-day due diligence inspection of the vacant land.
- (b) Buyer agrees to maintain the confidentiality of all data and information related to the Prospective Transaction.
- (c) Buyer may commence its due diligence inspection immediately upon the execution of this LOI.

6. **Closing.** Closing to be held at agreed upon title company on or before 03/15/2024.

7. **Valid and Partially-Binding.**

- (a) **Except** for the provisions contained in clause 7(b) below, which are explicitly agreed by **the Parties** to be binding upon execution of this LOI, this LOI is not intended as a legally **binding** commitment by the Buyer, and any obligation on the part of the Buyer is subject **to the** following conditions precedent: completion of legal documentation satisfactory to **the Parties**, satisfactory completion of due diligence by the Buyer, and delivery of all

closing deliverables described in the definitive agreements.

(b) The Parties hereby explicitly agree that Sections 3, 4, and 5(b) of this LOI (the "Binding Clauses") are binding obligations of the Parties. The Binding Clauses will survive termination of this LOI.

8. **Governing Law.** This LOI shall be governed by the laws of the STATE OF MINNESOTA
9. **Titles and Headings.** This title and headings used in this LOI are included for convenience and shall not affect the meaning of the LOI.
10. **Severability.** In the event any provision of this LOI is found to be illegal, invalid, or unenforceable, such provision will be severed from this LOI, and will not affect the legality, validity, or enforceability of any other provision contained in this LOI.
11. **Expiration.** This LOI expires on 02/09/2024.
12. **Exclusive Negotiation Rights Clause.**
 - (a) The buyer will have the first right of refusal to purchase Lots 4 and 6, Block 2.

The Parties hereto have executed this LOI on the dates written below:

By: Brandon Saloka

Brandon Saloka
Fine Line Construction LLC

By: _____

Rob Mattei
Director of Community Development
Grand Rapids Economic Development Authority

Reasons to Update

You may update the letter of intent when you want to suggest new intentions under this agreement, extend the expiration date, or you have another company or interest to negotiate.