



ADDENDUM TO PURCHASE AGREEMENT

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1. Date _____
2. Page _____

3. Addendum to Purchase Agreement between parties dated _____, 20____, pertaining to the purchase
4. and sale of the property at _____

5. _____
6. ADDENDUM TO THE COMMUNITY ROOM AGREEMENT WITH CLOVER CONDOMINIUMS

7. _____
8. _____

9. Clover Condo Developers LLC, and the City of Chaska agree to the following:

10. _____
11. The city of Chaska shall pay Wright Management, (the property management
12. company for the Clover Condominium Association), \$170.00 per month
13. to reimburse the association for utility costs; including heat,
14. cooling, water, sewer, and electric, associated with the city's
15. ownership of the Community Room.

16. _____
17. The City of Chaska, and the property management company representing
18. the Clover Condominiums shall review this agreement annually, as
19. these utility costs may need to be increased or decreased.

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34. _____
35. Clover Condo Developers LLC Matthew Podhradsky 5-1-06
(Seller) (Date) (Buyer) (Date)
36. _____ 4-20-06
(Seller) (Date) (Buyer) (Date)

37. _____
38. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
MN-APA (9/00)
CBR 1044 (9/00) Owned And Operated By NRT, Incorporated.

002/002

04/25/2006 TUE 15:20 FAX

Title to Community Room to City of Chaska Exhibit L

The "Community Room" of the condominium as defined in the Disclosure and Declaration documents will be conveyed by Warranty Deed to the City of Chaska, and title will be held by the City subject to the Community Room Agreement and rules and regulations established by the city.

m

Agreement on common Use of
Community Room for Clover
Condominium
Exhibit M

8/15/05

**AGREEMENT ON COMMON USE OF COMMUNITY
ROOM FOR CLOVER CONDOMINIUM**

THIS AGREEMENT, is made and entered into this ___ day of _____, 2005, by and between Clover Condo Developers, LLC, a limited liability company under the laws of the State of Minnesota, hereinafter referred to as the "Developer", and the City of Chaska, a body corporate and politic under the laws of the State of Minnesota, hereinafter referred to as "City".

WHEREAS, Developer is constructing a 48 unit residential condominium in the City of Chaska, State of Minnesota to be known as Clover Condominiums more fully delineated on the attached legal description as Exhibit A and made a part hereof; and

WHEREAS, Developer plans to file the appropriate condominium documents and eventually transfer the ownership to Clover Condominium Association pursuant to the terms and conditions of the Declaration and other condominium documents; and

WHEREAS, a community room consisting of approximately 3,500 square feet including kitchen, storage, restrooms, heating and cooling space and workroom spaces will be constructed within the condominium building more fully delineated on the attached architect's drawings as Exhibit B and made a part hereof, hereinafter referred to as the "Community Room"; and

WHEREAS, the Developer, upon completion of the condominium documents, will transfer title to the Community Room Unit pursuant to a purchase agreement of the parties, and the City shall be fee owner of the Community Room Unit; and

WHEREAS, the Developer and City desire to utilize the Community Room for shared purposes among the City, its citizens, Clover Condominium Association and its occupants pursuant to the terms and conditions agreed upon by the parties herein; and

WHEREAS, the use of the Community Room by the City and its citizens (other than the occupants of the Clover Condominium) shall be for public purposes only.

NOW, THEREFORE, in consideration of the terms of this Agreement and the mutual covenants and conditions herein contained, it is agreed by and between Developer and City as follows:

- 1. OWNERSHIP AND USE.** The Community Room shall be owned by the City of Chaska (the "City") which will be a shared facility and shall be available for the occupants of Clover Condominium, the community and civic group residents of the City of Chaska and the City for meetings and activities, but only as properly reserved and scheduled through the City. The Community Room shall be alcohol free, unless the City provides a special written permit. The public use of the Community Room shall be until 10:00 p.m.

The City shall not have voting rights based upon the square footage of the Community Room Unit. It shall have a percentage of voting rights equal to, but no greater than the largest percentage interest of any one Unit in the Condominium. Nevertheless, the Association may not alter the terms and conditions of this agreement by vote, nor may the Association affect the City's use of the Community Room for the benefit of the public so long as the City has ownership of the Community Room.

2. **MAINTENANCE AND CARE.** The City, at its cost, shall be responsible for the care, cleaning, repair, reconstruction, renovation and maintenance of the Community Room (including the kitchen, bathrooms and storage as designated as part of the Community Room Unit) including cleaning of the Community Room windows and all fixtures therein irrespective of the usage by the City, its citizens, Clover Condominium or its owners and occupants. The City shall maintain at its cost replacement of soap, towels, toilet paper and waste baskets.

3. **SCHEDULING.** All meetings, activities or events of whatever nature for the benefit of Clover Condominium Association, its residents, the City or its citizens shall be scheduled by and through the City. The City will provide a weekly calendar schedule for the Community Room events. Clover Condominium residents, however, may use the south portion of the Community Room without the necessity of scheduling through the City if no scheduled event is on the calendar.

In addition, the City shall determine whether any application by its citizens for use of the Community Room (other than of the occupants of the Clover Condominium) is for a public purpose justifying the use of the Community Room.

4. **ACCESS.** The City shall keep in its possession a set of keys for the Community Room and access shall be granted only after proper scheduling with the City.

In addition, the Developer, the Clover Condominium Association and its property manager shall maintain a set of keys and have access for inspection of the Community Room at its discretion.

5. **PERSONAL PROPERTY.** The Developer shall at its sole cost provide stove, refrigerator, oven and dishwasher. The City shall maintain and replace if necessary sufficient chairs and tables and refrigerator, stove, oven and dishwasher and other kitchen equipment for users of the Community Room. The chairs and tables shall be kept in the Community Room.

6. **UTILITY AND INSURANCE COSTS.** The City shall pay for all utility services to the Community Room and shall maintain and pay for sufficient liability and damage insurance for the premises. The City as owner shall be responsible for real estate taxes and all other costs and expenses attributable to the Community Room Unit except there shall be no condominium association dues allocated to the Community Room and none paid by the City.

7. REVERSION. In the event the City determines that it does not want to utilize the Community Room for community use, it shall have no right to sell or transfer the Community Room Unit, but the Community Room Unit shall revert to the Clover Condominium Association without cost or expense to the Association or its Unit Owners, and such reversion language shall be in the deed of transfer to the City.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DEVELOPER

CLOVER CONDO DEVELOPERS, LLC

by Gayle Dungey
Gayle Dungey, Chief Manager

by David DuToit
David DuToit, Member

CITY OF CHASKA

by Matthew Boland

its Assistant Administrator