

CITY OF BREEZY POINT
DEVELOPMENT AGREEMENT
EAGLE VIEW STORAGE

This Agreement is entered into this _____ day of _____, 2026, by and between the City of Breezy Point, a Minnesota municipal corporation, and Whitebirch, Inc., a Minnesota corporation (Developer).

1. Subject Property. Developer is the fee owner of real property recently platted as Eagle View Storage, Crow Wing County, Minnesota (Subject Property).
2. Conditions of Approval. Development of the Subject Property is subject to satisfaction of the following conditions:
 - a. Execution of Agreement. Developer enters into this Agreement.
 - b. Marketable Title. Developer retains title to the Subject Property through completion of the development.
 - c. Proof of Authority. Developer provides proof that its governing board authorized Developer's execution of this Agreement. This proof of authority may be satisfied by providing the City with a certified copy of the minutes of the governing board.
 - d. Site Plan. Developer's site plans be completed by Developer and reviewed and approved by the City.
3. Plans. The term "Plans" as used in this Agreement means the Site Plans prepared by Developer, reviewed by the City Council. The Plans shall not be attached to this Agreement but are in the City's files.
4. Municipal Improvements. Upon execution of this Agreement, approval of the Site Plans, and payment of the required escrows, Developer shall install sanitary sewer improvements (Municipal Improvements). Due to upsizing to an 8-inch sanitary sewer main with manholes at the City's request, the City shall pay Developer \$64,164.00 towards the cost of the sanitary sewer improvements (City Payment). The City's engineer may inspect the work during construction in the engineer's discretion and must approve the completed work. The City Payment shall occur upon final approval of the sanitary sewer improvements and acceptance by the City. Upon acceptance and payment, the 8-inch sanitary sewer main and related manholes shall become City property without any further documentation by the parties.

5. Private Improvements. The private improvements the Developer will construct or install are as follows:
 - a. Sanitary sewer from the main line into the subdivision lots of the Subject Property.
 - i. Service stubs are to be installed for all lots capable of being served by the proposed sanitary sewer main..
 - ii. Tracer wire shall be installed on the proposed 8-inch sanitary sewer main and all associated sewer services in accordance with applicable Minnesota Rural Water Association specifications and City requirements.
 - iii. All sanitary sewer mains and services shall be pressure tested in accordance with current CEAM standards. The Developer shall provide advance notice to the City and/or the City's consulting engineer, Widseth, to allow observation of all required testing procedures. Following installation, the Developer shall clean and televise all sanitary sewer lines and shall provide the City with copies of all televising videos and written inspection reports prior to final acceptance of the improvements.
 - b. Water service.
 - c. Storm drainage facilities in conformance with the approved Site Plans.
 - i. Any infiltration basins located within public right-of-way or easement areas shall be subject to review and approval by the City.
 - ii. Developer is responsible for ongoing inspection, maintenance, repair, and replacement of all infiltration basins constructed pursuant to the Plans, including those located within easement or right-of-way areas. Developer's responsibility under this subparagraph shall survive termination of this Agreement. This agreement does not apply to future improvements to Wildwood Court.
 - d. Lot grading.
6. Pavement Replacement. The Developer shall require its contractor to submit to the City proposed pavement patching mix designs and pavement section details for all repairs or replacement within City streets for review and approval prior to construction. All pavement replacement work shall conform to existing conditions..

7. Ingress and Egress. The Developer shall ensure that reasonable ingress and egress are maintained on all affected City streets throughout the construction period. The Developer shall provide, implement, and maintain all necessary traffic control measures in accordance with applicable standards and requirements to protect public safety and minimize disruption to adjacent property owners and the traveling public.
8. Development Security. Developer shall, within 15 days following the execution of this Agreement, provide the City with either a cash escrow or irrevocable letter of credit acceptable to the City in the amount equal to the of the cost of any off-site and on-site sewer as estimated by the Contractor and approved by staff.
9. Developer Defaults. If the Developer defaults in the performance of one or more of the Developer's obligations under this Agreement, and (i) the City gives the Developer 30 days' written notice of the default, and (ii) the Developer fails to cure the default within said 30 days, then the City may pursue any and all remedies available at law or in equity including, but not limited to, the following:
 - a. The City may commence an action in Crow Wing County District Court to pursue any remedy available to the City at law or in equity including, but not limited to, injunctive relief;
 - b. The City may refuse to grant building permits for improvements to be constructed on the Subject Property until the Developer has cured all its defaults; and
 - c. The City may draw upon all or any portion of the financial guaranty the Developer has provided to the City and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the City pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the City obtains against the Developer pursuant to subsection (b) above; and (iii) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i) and (ii) of this paragraph.
10. Miscellaneous Provisions.
 - a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - b. Written Amendments Only. The action or inaction of the City or the Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing,

signed by the parties, and approved by a resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- c. Compliance with Laws and Regulations. The Developer represents to the City that the Site Plan complies with all City, County, State, and Federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Site Plan does not comply, the City may, at its option, refuse to allow any construction or development work on the Subject Property until the Developer does comply. Upon the City's demand Developer shall cease work until there is compliance.
- d. Construction, Hours and Entrance Signs. The City restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 7:00 p.m. and on weekends.
- e. Construction Site Maintenance. The Developer shall adhere to all of the City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The City reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- f. Cost. It is understood and agreed that the cost of the Required Private Improvements are the sole responsibility of the Developer, including interest, engineering and legal fees related thereto.
- g. Reimbursement to the City. The Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- h. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

To Developer:
David Spizzo
Whitebirch, Inc.
9252 Breezy Point Dr.
Breezy Point, MN 56472

To The City:
Allie Polsfuss

City Administrator
City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

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