

PURCHASE AND DEVELOPMENT AGREEMENT

Between

Grand Rapids Economic Development Authority

And

Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota

This document drafted by:
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

PURCHASE AND DEVELOPMENT AGREEMENT

- 1. Parties.** This Purchase and Development Agreement (this “Agreement”) is made on the ___ of _____, 2024 between the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, having its office located at 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744 (“Seller”), and the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of Minnesota, having its principal office at 1115 NW 4th Street, Grand Rapids, Minnesota 55744 (“Buyer”).
- 2. Offer/Acceptance.** Buyer offers to purchase, and Seller agrees to sell the real property legally described as:

Lots 3, 4, and 7, Block 1, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 7, Block 2, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 1, Block 3, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lots 1, 2, and 3, Block 4, FOREST LAKE ADDITION, Itasca County, Minnesota.

(each parcel a “Lot” and collectively, the “Property”).
- 3. Development and Improvement.** Buyer is purchasing the Property for the purpose of developing a single-family residential home on each Lot as part of its affordable housing land trust program.
- 4. Price and Terms. Purchase Price.** The purchase price of each Lot shall be \$6,300 (SIX-THOUSAND THREE HUNDRED and 00/100 dollars), for a total purchase price of \$50,400 (FIFTY THOUSAND FOUR HUNDRED and 00/100 dollars) for the Property (the “Purchase Price”). The Purchase Price shall be payable to Seller by Buyer by wire transfer or certified check on the Closing Date.
- 5. Personal Property Included in Sale.** There are no items of personal property or fixtures owned by Seller currently located on the Property for purposes of this sale.
- 6. Closing/ Payment of Closing Costs and Related Items.** The closing hereunder (the “Closing”) shall take place no later than July 31, 2024, or such other date as agreed upon by the parties (the “Closing Date”). Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent utilized to close the transaction contemplated by this

Agreement (the "Title Company"); (b) fees for title evidence obtained by Buyer; (c) the premium for any policy of title insurance Buyer elects to purchase and the cost of any endorsements; and (d) the recording fees for the Purchase and Development Agreement and the Deed. Seller will pay: (a) any transfer taxes required to enable Buyer to record the Deed; and (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorneys' fees.

7. Real Estate Taxes and Special Assessments.

- A. Seller shall pay, at or before Closing all real estate taxes due and payable in all years prior to the year of Closing, if any. Real estate taxes due and payable in the year of Closing, if any, shall be pro-rated to Seller and Buyer based on the Closing Date.
- B. On or prior to the Closing Date, Seller shall pay all special assessments levied or pending against the Property as of the Closing Date. The provisions of this Paragraph shall survive Closing.

8. Seller Closing Documents. Upon performance by Buyer, Seller shall deliver the following to Buyer at the Closing:

- A. A quit claim deed conveying title to the Property to Buyer, in substantially the form attached hereto as Exhibit A (the "Deed"), subject to the conditions subsequent required by Sections 14, 15, and 16 of this Agreement;
- B. An affidavit satisfactory to Buyer that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property for which mechanics' liens could be filed, and no unrecorded interests in the Property which have not been fully disclosed to Buyer;
- C. A signed resolution of Seller authorizing and approving the transaction contemplated by this Agreement; and
- D. Any other items required by this Agreement or reasonably required by the Title Company.

9. Buyer Closing Documents. Buyer will deliver to Seller at Closing:

- A. The Purchase Price;
- B. A signed resolution of Buyer authorizing and approving the transaction contemplated by this Agreement; and
- C. Any other items required by this Agreement or reasonably required by the Title Company.

10. **“AS IS, WHERE IS.”** Except as set forth in this Agreement, Seller makes no warranties as to the condition of the Property. Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property “AS IS” with no right of set off or reduction in the Purchase Price. Such sale shall be without representation or warranties, express or implied, either oral or written, made by Seller or any official, employee or agent of Seller or the City of Grand Rapids, Minnesota (the “City”) with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated in this Agreement. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated in this Agreement. Buyer is relying entirely upon information and knowledge obtained from Buyer’s own investigation, experience and knowledge obtained from Buyer’s own investigation, experience, or personal inspection of the Property. Buyer expressly assumes, at Closing, all environmental and other liabilities with respect to the Property and, except to the extent caused by Seller or the City, releases and indemnifies Seller and the City from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (“RCRA”), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release and this provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.
11. **Marketability of Title.** As soon as reasonably practicable after the execution of this Agreement by both parties, Buyer shall obtain the title evidence determined necessary or desirable by Buyer (the “Title Commitment”). Buyer, at its sole option, may have a survey of the Property prepared, certified and delivered to Buyer, Seller, the Title Company and such other parties as Buyer requests showing the location of all easements and conforming to the current standard detail requirements established by the American Land Title Association and the National Society for Professional Surveyors (the “Survey”). The cost of the Survey, if any, will be paid for by Buyer. Buyer shall have ten (10) days from the date it receives the Title Commitment and any Survey to raise any written objections to title (the “Objections”). Objections not made within such time will be deemed waived. Seller may effect a cure satisfactory to Buyer or may give written notice to Buyer that Seller elects not to cure. Buyer may then elect to close notwithstanding the uncured Objections, or may declare this Agreement null and void and the parties will thereby be

released from any further obligation hereunder, and neither party shall be liable for damages hereunder and Buyer and Seller agree to sign a cancellation of this Agreement.

12. Seller Warranties and Representations. Seller warrants and represents to Buyer that:

- A. To Seller's best knowledge, there are no wells, either in use, not in use, or sealed located on the Property;
- B. Seller has no knowledge of any individual sewage treatment system on or serving the Property;
- C. Seller is not aware of any methamphetamine production that has occurred on the Property;
- D. To the actual knowledge of Rob Mattei without investigation or inquiry, Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the Property by any person in violation of any law, nor of any underground or aboveground storage tanks located on the Property;
- E. Seller knows of no flood plains, shorelands or wetlands affecting the Property;
- F. The Property is not subject to the rights of tenants or other parties in possession;
- G. Seller is not aware of any human remains, burials, or cemeteries on the Property;
- H. To the actual knowledge of Rob Mattei without investigation or inquiry, Seller has not received any notice and is not aware of a violation of any building codes, fire codes, health codes, zoning codes, environmental laws, or other laws and regulations affecting the Property or the use thereof;
- I. To the actual knowledge of Rob Mattei without investigation or inquiry, Seller has not received any notice of a condemnation, environmental, zoning or other regulation or proceeding;
- J. Seller is a public body corporate and politic under the laws of Minnesota duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to carry out its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
- K. This Agreement has been duly authorized, executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms;

- L. The execution, delivery and performance of this Agreement by Seller will not result in a breach or violation of Seller or constitute a default by Seller under any agreement, instrument or order to which Seller is a party or by which Seller is bound; and
- M. Seller is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the Property or the ability of Seller to perform its obligations under this Agreement.

13. Buyer Warranties and Representations. Buyer warrants and represents to Seller that:

- A. Buyer is a public body corporate and politic under the laws of Minnesota duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to carry out its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
- B. This Agreement has been duly authorized, executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms;
- C. The execution, delivery and performance of this Agreement by Buyer will not result in a breach or violation of Buyer or constitute a default by Buyer under any agreement, instrument or order to which Buyer is a party or by which Buyer is bound; and
- D. Buyer is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

14. Construction. Buyer agrees that it will construct a new single-family dwelling on each Lot as part of Buyer's affordable housing land trust program. **This covenant shall survive the delivery of the Deed.**

- A. The single-family dwelling to be constructed on each Lot as described in this Section and Section 3 is referred to as the "Minimum Improvements."
- B. The Minimum Improvements shall consist of a new single-family dwelling on each Lot, and each such single-family dwelling shall be constructed and occupied in accordance with Buyer's affordable housing trust fund program.
- C. Buyer must commence construction of the Minimum Improvements on each Lot within one year of the Closing Date and substantially complete the construction of the Minimum Improvements by December 31, 2026. Substantial completion shall be evidenced by the delivery of a certificate of occupancy from the City. Buyer

will obtain, at Buyer's expense, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully completed.

- D. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of Buyer to construct such Minimum Improvements (including the date for completion thereof), upon written request from Buyer, Seller will deliver to Buyer a Certificate of Completion, in substantially the form attached hereto as Exhibit B. Such certification by Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of Buyer and its successors and assigns, to construct the Improvements and the dates for completion thereof.

The certificate provided for in this Section shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, Seller shall, within thirty (30) days after written request by Buyer, provide Buyer with a written statement, indicating in adequate detail in what respects Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of Seller for Buyer to take or perform in order to obtain such certification.

- E. Buyer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

(1) Except for any agreement for sale of the dwelling unit on each of the Lots to an owner-occupant, Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of Seller's Board of Commissioners. The term "Transfer" does not include encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Buyer to construct the Improvements or component thereof.

(2) If Buyer seeks to effect a Transfer prior to issuance of the Certificate of Completion, Seller shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, solely in the reasonable judgment of Seller, necessary

and adequate to fulfill the obligations undertaken in this Agreement by Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to Seller and in form recordable in the public land records of Itasca County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of Seller, have expressly assumed all of the obligations of Buyer under this Agreement as to the portion of the Property to be transferred and agreed to be subject to all the conditions and restrictions to which Buyer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by Seller) deprive Seller of any rights or remedies or controls with respect to the Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit Seller of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property that Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by Seller to the contrary, no such transfer or approval by Seller thereof shall be deemed to relieve Buyer, or any other party bound in any way by this Agreement or otherwise with respect to the Property, from any of its obligations with respect thereto; and

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this subsection E. shall be in a form reasonably satisfactory to Seller.

(3) If the conditions described above in paragraph (2) of this Section are satisfied then the Transfer will be approved and Buyer shall be released from its obligations under this Agreement with respect to the portion of the Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (3) apply to all subsequent transferors; and

(4) Upon issuance of the Certificate of Completion, Buyer may transfer or assign the Minimum Improvements and/or Buyer's rights and obligations under this Agreement with respect to such property without the prior written consent of Seller.

F. Buyer, and its successors and assigns, agrees that it will use the Minimum Improvements only as part of its affordable housing land trust program whereby it will construct a single-family dwelling on each Lot that will be sold to an owner-occupant. **The covenants in this paragraph run with the land, survive both delivery of the Deed and issuance of the Certificate of Completion for the Minimum Improvements, and shall remain in effect for 5 (five) years after the date of the Deed.**

15. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer. In the event that subsequent to conveyance of the Property or any part thereof to Buyer and prior to receipt by Buyer of the Certificate of Completion for of the Minimum Improvements, Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the commencement and completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from Seller to Buyer to do so, then Seller shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in Seller) the estate conveyed by the Deed to Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of Buyer and failure on the part of Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, Seller at its option may declare a termination in favor of Seller of the title, and of all the rights and interests in and to the Property conveyed to Buyer, and that such title and all rights and interests of Buyer, and any assigns or successors in interest to and in Lot or the Property, shall revert to Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

For the purposes of this Agreement, the term “Unavoidable Delays” means delays beyond the reasonable control of Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in Buyer’s obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this Section of this Agreement.

16. Resale of Reacquired Property; Disposition of Proceeds. Upon the re-vesting in Seller of title to and/or possession of the Property or any part thereof as provided in Section 15 of this Agreement, Seller shall apply the Purchase Price paid by Buyer under Section 4 of this Agreement as follows:

(a) First, to reimburse Seller for all costs and expenses incurred by Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property (but less any income derived by

Seller from the Property in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property thereof at the time of revesting of title thereto in Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing Seller by Buyer and its successor or transferee; and

- (b) Second, to reimburse Buyer for the balance of the Purchase Price remaining after the reimbursements specified in Paragraph (a) above. Such reimbursement shall be paid to Buyer upon delivery of an executed, recordable quit claim deed to the Property by Buyer to Seller.

- 17. **Time is of the essence for all provisions of this Agreement.**
- 18. **Notices.** All notices required herein shall be in writing and delivered personally or mailed to the address shown at Section 1 of this Agreement and, if mailed, are effective as of the date of mailing. Each party may update their address for purposes of notice in accordance with the provisions of this Section.
- 19. **Minnesota Law.** This Agreement shall be governed by the laws of the State of Minnesota.
- 20. **No Broker Involved.** Seller and Buyer represent and warrant to each other that there is no broker involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.
- 21. **Specific Performance.** This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.
- 22. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer acknowledges that it may only assign its rights under this Agreement pursuant to Section 14 of this Agreement, and that no assignment of this Agreement will relieve the assigning party of primary liability for the performance of its obligations hereunder.
24. **Complete Agreement.** This is the final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. This Agreement may be amended only in a writing dated subsequent to the date of this Agreement and duly executed by all parties.
25. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions herein will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the agreements contemplated herein are not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to affect the original intent of the parties.
26. **Partnership or Joint Venture.** Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the parties relative to the Lots or the Property.
27. **No Merger of Representations, Warranties.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.
28. **Recording.** This Agreement shall be filed of record with the property office of the Itasca County Registrar of Titles and/or Office of County Recorder, as pertains to the Property.
29. **Conflict of Interests.** Seller and Buyer, to the best of their respective knowledge, represent and agree that no member, official, or employee of either Seller or Buyer shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of Seller or Buyer shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by Seller or Buyer, or for any amount which may become due to Seller or Buyer or successor or on any obligations under the terms of this Agreement.
30. **Provisions Not Merged With Deeds.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

In witness of the foregoing, the parties have executed this Agreement on the year and date written above.

[Signatures to follow.]

SELLER

Grand Rapids Economic Development Authority

By: _____
Its: President

By: _____
Its: Executive Director

STATE OF MINNESOTA

} ss.

COUNTY OF ITASCA

The foregoing was acknowledged before me this _____ day of _____ 2024, by _____ and _____, the President and Executive Director of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

**Exhibit A to Purchase and
Development Agreement**

Form of Quit Claim Deed

QUIT CLAIM DEED

Deed Tax Due: \$ _____

ECRV: _____

Date: _____, 202_

FOR VALUABLE CONSIDERATION, Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, Grantee, real property in Itasca County, Minnesota, described as follows:

Lots 3,4 and 7, Block 1, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 7, Block 2, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 1, Block 3, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lots 1, 2 and 3, Block 4, FOREST LAKE ADDITION, Itasca County, Minnesota.

Check here if part or all of the land is Registered (Torrens)

together with all hereditaments and appurtenances, and subject to easements of record.

Section 1. This deed is subject to that certain Purchase and Development Agreement between Grantor and Grantee, dated _____, 2024, recorded _____, 2024, in the office of the Itasca County Registrar of Titles [or County Recorder] as Document No. _____ (the "Agreement"), including without limitation the Grantor's right of reverter in the event of certain defaults by Grantee under the Agreement as more fully described in Section 15 thereof.

Section 2. Grantor's rights under paragraph 14F of the Agreement remain until _____, 20__, unless earlier released by Grantor.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**GRAND RAPIDS ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Its: President

By _____
Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

The foregoing was acknowledged before me this _____ day of _____, 2024, by _____ and _____, the President and Executive Director respectively, of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Housing and Redevelopment Authority
(HRA) of Itasca County, Minnesota
1115 NW 4th Street
Grand Rapids, Minnesota 55744

**Exhibit B to Purchase and
Development Agreement**

Form of Certificate of Completion

CERTIFICATE OF COMPLETION

WHEREAS, the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the “Grantor”), conveyed land in Itasca County, Minnesota to the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of Minnesota (the “Grantee”), by a Deed recorded in the Office of the County Recorder [and or in the Office of the Registrar of Titles] in and for the County of Itasca and State of Minnesota, as Document Number _____; and

WHEREAS, said Deed is subject to a Purchase and Development Agreement recorded in the Office of the County Recorder [and or in the Office of the Registrar of Titles] in and for the County of Itasca and State of Minnesota, as Document Number _____; which contained certain covenants and restrictions set forth in Sections 3, 14A, 14B, 14C, 14D and 14E thereof; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Sections 3, 14A, 14B, 14C, 14D, and 14E of the Agreement have been performed by the Grantee therein, and the County Recorder [and/or the Registrar of Titles] in and for the County of Itasca and State of Minnesota are hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Sections 3, 14A, 14B, 14C, 14D, and 14E of the Agreement and the covenants and restrictions set forth in Section 1 of said Deed; provided that the covenants set forth in Sections 14F of the Agreement, and in Section 2 of the Deed, remain in full force and effect through the period stated thereon.

Dated: _____, 20____.

[Signatures on following page.]

