

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (this "Agreement") is made and entered into as of May 22nd, 2024, by and between Grand Partners, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer") and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

RECITALS

- A. Developer intends to install watermain to serve the existing housing development as shown on the attached plans. (Exhibit A)
- B. A portion of this new main will be publicly owned and located within public right-of-way
- C. The City has determined that, should Developer comply with the terms of this Agreement, and because a portion of the main will be publicly owned, the City will provide financial support for the construction.

AGREEMENT

1. **CONSIDERATION.** This is a mutual Agreement, which the parties acknowledge is supported by adequate consideration, and which shall be legally binding upon the parties.
2. **PROJECT FUNDING.** The City will provide funding in the amount of \$50,000.00 (fifty thousand dollars and 00/100) immediately upon completion and acceptance of the public watermain.
3. **REQUIRED IMPROVEMENTS** The Developer agrees to construct at the Developer's sole cost the following improvements, and in conformity with all applicable standards, ordinances, and with the final construction plans for those improvements upon their review and

approval by the City Engineering Department. The Plan Required Improvements will involve the completion of: watermain and associated appurtenances within MnDOT right-of-way:

(a) Trunk Highway 169 – a state owned section of highway (approximately 2,450 lf south of 29th Street SE)

4. SCHEDULE FOR REQUIRED IMPROVMENTS. The City and Developer agree that the Required Improvements, described in above paragraph, shall be substantially completed on or before December 31, 2024.

The above-described improvements shall be in compliance with all applicable statutes, codes, and ordinances and with the construction standards of the City at the Developer's expense.

It shall be the duty of the Developer to retain the services of an independent testing agency during the construction phase of the improvements listed above in Paragraphs 3 to conduct material and construction quality testing in accordance with the Schedule of Materials and Testing (Exhibit B). The Developer will forward a copy of the testing agencies reports, regarding the results of this testing, to the City.

It shall be the duty of the Developer to notify the City of the completion of the Work in writing and to thereby request a final inspection of the Work by employees of the City. A civil engineer, registered in the State of Minnesota and retained by the Developer, shall provide written certification to the City that the improvements have been completed in accordance with the approved plans and specifications.

The City, following inspection of the Required Improvements and the determination that the Required Improvements have been satisfactorily completed, shall give notice of the date of actual completion and acceptance to the Developer. Notice of deficiencies and of required corrections shall be given to the Developer, who shall re-notify the City in writing when corrections have been made and may be inspected.

5. CONSTRUCTION PLANS. Construction plans and specifications for the required improvements, conforming in all respects with the standards of the City Engineer and the ordinance of the city, shall be prepared at the Developer's expense by a professional engineer who is registered in the state, and the plans shall contain his or her seal. Such plans, together with the quantities of construction items, shall be submitted to the city engineer for his approval and for his estimate of the total cost of the required improvements; upon approval they shall become a part of this Agreement (Exhibit A). The original plans approved by the city engineer plus two prints, and electronic as-builts, shall be furnished to the city to be filed by the city engineer as a record in the engineering department.

6. REMEDIES FOR BREACH. At any time after the completion date and any extension thereof, if any of the Work is deemed incomplete, or if a letter of credit or surety will expire without renewal prior to completion, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all overhead expenses incurred by the City in connection therewith, including but not limited to engineering,

legal, planning, and litigation expenses; but the enumeration of the remedies hereunder shall be in addition to other remedies available to the City.

- (a) Specific Performance. The City may in writing direct the Developer to cause the Work to be undertaken and completed within a specified reasonable time. If the Developer fail to cause the Work to be done and completed in a manner and time acceptable to the City, the City may proceed in an action for specific performance to require such work to be undertaken.
- (b) Completion by the City. The City, after 10 days notice to Developer, may enter the premises and proceed to have the Work done either by contract, by day labor, or by regular City forces, and neither the Developer nor the corporate surety may question the manner of doing such work or the letting of any such contacts for the doing of any such work, or the doing of such work. Upon completion of such work, the surety and/or the Developer shall promptly pay the City the full cost thereof as aforesaid.

7. **AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES.** Whenever any default occurs and the City employs attorneys or incur other reasonable expenses in enforcement or performance of the obligations under this agreement, the Developer agrees on demand to pay the City the reasonable fees or expenses incurred by the City.

8. **MISCELLANEOUS TERMS.** This Agreement shall also be subject to the following terms and conditions:

- (a) This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- (b) The terms of this Agreement shall not be amended, supplemented, or varied, except by written agreement signed by the parties.
- (c) All terms of this Agreement which are binding upon Developer shall run with the land and shall be binding upon all heirs, successors, assigns, mortgages, lien holders, trustees, receivers, or any other person or entity which shall succeed to any rights of Developer in the Real Estate.

This Agreement is made and entered into as of the date and year written above.

DEVELOPER

CITY OF GRAND RAPIDS

Michael J. Ives
Michael Ives
Manager, Grand Partners, LLC

By: _____

Its: Mayor

Michelle Carlson
XXXXX
Grand Partners, LLC

By: _____

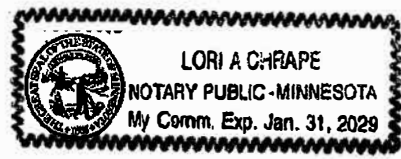
Its: City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF Itasca)

The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Michael Ives, the Manager of Grand Partners, LLC and Michelle Carlson of Grand Partners, LLC, the Developer.

Lori A. Chrape
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)



The foregoing instrument was acknowledged by the City of Grand Rapids before me this _____ day of _____, 20____, by _____ and _____, the _____ and _____, respectively, of the City.

Notary Public

This instrument was drafted by:

City of Grand Rapids
Engineering Department
420 N. Pokegama Avenue
Grand Rapids, MN 55744

EXHIBIT A
Construction Plans

EXHIBIT B

Schedule for Materials and Testing

Product	Test Type	Approximate Frequency	Remark
Trench Compaction	Compaction	1 per 1000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Embankment	Compaction	1 per 10,000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Watermain	Pressure	In accordance with AWWA C600	Per specifications
Watermain	Bacteria	In accordance with AWWA C651	Per specifications
Watermain	Conductivity	Entire System	Per specifications