

## **SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2022, by Maturi Properties LLC., a Minnesota Limited Liability Company (hereinafter referred to collectively as the "Subdivider") and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

### **RECITALS**

- A. Subdivider has submitted a preliminary Plat to subdivide certain real estate located within the corporate limits of the City; said preliminary Plat is entitled My Place Hotel Maturi Addition. (Exhibit A)
- B. This City has, pursuant to its Subdivision Ordinance (the "Ordinance"), approved on a preliminary basis the Plat of My Place Hotel Maturi Addition (the "Plat"). (Exhibit B)
- C. The City has determined that, should Subdivider comply with the terms of this Agreement, the language and intent of the Ordinance will be complied with and it would be appropriate for the City to approve a final version of the Plat, which then may be appropriately filed.

### **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. **REQUIRED IMPROVEMENTS** The Subdivider agrees to construct at the Subdivider's sole cost the following improvements within the Plat, 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 Required Improvements will involve the relocation of a public water main within Lot 4, Block 1, the extension of public storm water infrastructure to serve Lot 2 and Lot 4 Block 1, and the construction of a six foot wide, concrete public sidewalk, within the 2<sup>nd</sup> Avenue SW right-of-way.

(a) Prior to the development of Lot 4, Block 1 the existing public water main shall be relocated within existing 45 ft. utility easement on the east edge of Lot 4, Block 1 as approved by the City Engineer.

(b) Prior to the development of either Lot 2 or Lot 4, Block 1, public storm sewer shall be provided within easements dedicated to serve said lots, as approved by the City Engineer.

(c) At the time of development of Lot 2, Lot 3, or Lot 4, Block 1, a six foot wide, concrete sidewalk, shall be constructed within the 2<sup>nd</sup> Avenue SW right-of-way, along the full length of said Lots, as approved by the City Engineer.

3. SCHEDULE FOR REQUIRED IMPROVMENTS. The City and Subdivider agree that the Required Improvements, described in above paragraph, shall be substantially completed as described above in Section 2.

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 Subdivider's expense.

It shall be the duty of the Subdivider 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 C). The Subdivider 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 Subdivider 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 Subdivider, 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 Subdivider. Notice of deficiencies and of required corrections shall be given to the Subdivider, who shall re-notify the City in writing when corrections have been made and may be inspected.

No Certificate of Occupancy shall be granted to any property nor shall any person occupy any property until:

- (a.) The Required Improvements are substantially completed in accordance with the terms set forth by this Agreement.

4. 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 Subdivider'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/her approval.

5. SURVEY MONUMENTS. In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

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 surety or the Subdivider to cause the Work to be undertaken and completed within a specified reasonable time. If the surety and/or the Subdivider 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 Subdivider, 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 Subdivider nor the corporate surety may question the manner of doing such work or the letting of any such contracts for the doing of any such work, or the doing of such work. Upon completion of such work, the surety and/or the Subdivider shall promptly pay the City the full cost thereof as aforesaid.
- (c) Funds on Deposit. In the event that the financial guarantee is in the form of cash, certified check, irrevocable letter of credit, or other arrangement making the financial guarantee immediately accessible to the City, the City may immediately draw on a letter of credit, cash, a certified check, or demand payment by a surety. It may then deposit the financial guarantee in its general account. The City may then proceed to complete the Work, reimburse itself for the cost of completion as defined hereunder, and return the balance to the Subdivider.

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 Subdivider 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 Subdivider 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 Subdivider in the Real Estate.
- (d) The Subdivider shall provide the City with copies of the recorded Subdivision Agreement, Plat, & other legal instruments pertaining to the Plat upon their filing with the County Recorder. No building permits will be issued by the City until this written verification has been provided.

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

SUBDIVIDER

CITY OF GRAND RAPIDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Manager

Its: Mayor \_\_\_\_\_

By: \_\_\_\_\_

Its: City Clerk \_\_\_\_\_

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Craig Maturi, the President of Maturi Properties LLC., a Minnesota Limited Liability Company, the Subdivider.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City.

\_\_\_\_\_  
Notary Public

This instrument drafted by:  
City of Grand Rapids  
Community Development Department  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

EXHIBIT A

Preliminary Plat of My Place Hotel Maturi Addition

**EXHIBIT B**

**Final Plat of My Place Hotel Maturi Addition "The Plat"**

## EXHIBIT C

### Schedule for Materials and Testing

<b>Product</b>	<b>Test Type</b>	<b>Approximate Frequency</b>	<b>Remark</b>
Trench Compaction	Compaction	1 per 1000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Water main	Pressure	In accordance with AWWA C600	See specifications
Water main	Bacteria	In accordance with AWWA C651	See specifications
Water main	Conductivity	Entire System	See specifications
Concrete (sidewalk, curb and driveways)	Cylinder Sample and Slump and Air Tests	1 per 300 cy testing 1st truck	Owners Rep shall contact Testing Firm to take sample and perform test