

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

**Thursday, October 10, 2019
4:00pm
Grand Rapids City Hall**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in Conference Room 2A in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, October 10, 2019 at 4:00pm.

AGENDA

1. Call to Order
2. Call of Roll
3. Setting of the Regular Agenda - *This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Commissioners present an agenda item.*
4. Approval of minutes from the September 26, 2019 regular meeting.
5. Consider approval of claims
6. Itasca Economic Development Corporation Update - Tamara Loney
7. Review and consider approval of a Declaration of Covenants, Rules and Restrictions for lots in Great River Acres
8. Review model Purchase and Development Agreements for lots in Great River Acres
9. Updates:
10. Adjourn

GREDA Members/terms:

Dale Christy – 12/31/2020 (with council term)
Rick Blake– 12/31/2022 (with council term)
Mike Przytarski – 3/1/21
Cory Jackson – 3/1/23
Mike Korte – 3/1/22
John O’Leary – 3/1/25
Sholom Blake – 3/1/19

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, SEPTEMBER 26, 2019
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, September 26, 2019 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Dale Christy, Sholom Blake, John O’Leary, Rick Blake, Mike Przytarski. Absent: Cory Jackson, Mike Korte.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER O’LEARY TO APPROVE THE MINUTES OF THE SEPTEMBER 12, 2019 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake Przytarski, O’ Leary, Christy. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE CLAIMS IN THE AMOUNT OF \$22,507.27.

Itasca County H.R.A	\$12,939.00	IEDC	\$9,502.00
Kennedy & Graven	\$1032.00	MN DEED	\$1,000.00
Minnesota Energy Resources	\$45.49	P.U.C	\$105.40

The following voted in favor thereof: R. Blake, O’Leary, Christy, S. Blake, Przytarski. Opposed: None, passed unanimously.

Review and discussion of Comprehensive Plan Economic Development Chapter-Janna King.

The Commissioners reviewed the goals from the last Comprehensive Plan and looked at the short term economic implementation strategies. It was determined some of the short term strategies could be removed and some could be combined. The next items the Commissioners reviewed were the long term economic implementation strategies. The Commissioners had some changes to the wording of some of the items and some additions. Ms. King and Mr. Mattei will put together the suggested changes and bring them back to the GREDA for approval.

The meeting adjourned at 5:35 p.m. due to lack of a quorum.

Respectfully submitted:

Aurimy Groom, Recorder

DRAFT

EDA BILL LIST - OCTOBER 10, 2019

DATE: 10/07/2019
 TIME: 13:21:28
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/10/2019

VENDOR #	NAME	AMOUNT DUE

EDA - CAPITAL PROJECTS		
GREAT RIVER ACRES DEV		
0518366	ERICKSON'S ITASCA LUMBER INC	55.25
TOTAL GREAT RIVER ACRES DEV		55.25
ASV PARTS DISTRIBUTION CTR		
1105530	KENNEDY & GRAVEN	160.00
TOTAL ASV PARTS DISTRIBUTION CTR		160.00
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 215.25
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309199	MINNESOTA ENERGY RESOURCES	2.44
1621130	P.U.C.	73.88
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$ 76.32
TOTAL ALL DEPARTMENTS		291.57

DECLARATION OF COVENANTS, RULES AND RESTRICTIONS

The Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota, is the fee owner of certain property in Itasca County, Minnesota, more particularly described as follows:

Lots Two (2) through Eight (8), Block 2 and Lots One (1) through Eight (8) Block 3, Plat of Great River Acres; (See Plat attached hereto).

Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The land shall be used for private single-family residential purposes, consistent with uses permitted in the R-1 (Single Family Residential) zoning district, within which the Property is located.
2. Lot owners may provide for the construction of residential structures which shall have a main living area of not less than 1,000 square feet, and the minimum living area shall be exclusive of any garage, porch, patio or similar appurtenance. All homes shall have at least a one stall, attached garage. All structures shall have wood framing, with siding of natural earth-tone colors, have eaves on all sides that extend at least 12 inches out from the sidewalls and be constructed to meet the Minnesota State Building Codes. Doublewide modular and or prefabricated homes are not allowed. All exterior lighting shall be installed in such a manner as to not pose a nuisance to neighboring landowners.

3. Outbuildings on each lot shall be of a permanent nature and constructed with material and appearance consistent with the main residence.
4. There shall be no further subdivision of the lots and or parcels described above.
5. Each building lot owner on the above described premises shall have the right to proceed against any person violating or attempting to violate any provision contained herein, to prevent and abate such violation and to compel compliance with the terms of this instrument.
6. Variance from the provisions hereof may be granted by a vote of the owners of 85% of said lots (each lot being entitled to one vote.) A statement of said variance shall be duly acknowledged and filed in the office of the County Recorder for Itasca County, Minnesota and shall be conclusive and binding upon all owners that the variance is in compliance with the provisions hereof and the deviation shall be waived to the extent thereof.
7. All driveways shall be paved with bituminous or concrete.
8. The grantees of deeds conveying land in the above described premises, by the acceptance of such deed, bind themselves, their respective heirs, devisees, executors, administrators and assigns, that the land and buildings thereon, or to be erected, shall be used and occupied in compliance with the provisions of this instrument.
9. There restrictions shall be in addition to those imposed by the applicable Zoning Ordinances.

In witness whereof the said Declarant has caused these presents to be signed this _____ day of _____, 2019.

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

By _____
Sholom Blake

Its: President

By _____
Rob Mattei

Its: Executive Director

STATE OF MINNESOTA)

) ss.

COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Sholom Blake, President of the Grand Rapids Economic Development Authority and Rob Mattei, Executive Director of the Grand Rapids Economic Development Authority.

SIGNATURE OF NOTARY PUBLIC

“BLANK SPACE FOR RECORDING”

PURCHASE AND DEVELOPMENT AGREEMENT

Between

Grand Rapids Economic Development Authority

And

For the property located at

This document drafted by:
Grand Rapids Economic
Development Authority
420 N. Pokegama Avenue
Grand Rapids, MN 55744

PURCHASE AND DEVELOPMENT AGREEMENT

For

(Address of Property)

1. **Parties.** This Purchase and Development Agreement (“this Agreement”) is made on _____, 20__ [date of EDA Meeting approving the contract] between the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota having its office located at 420 N. Pokegama Avenue, Grand Rapids, Minnesota, 55744 (“Seller”), and _____, a _____ having its principal office at _____ (“Buyer”).
2. **Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property legally described as follows (“the Property”): _____, Itasca County, Minnesota.
3. **Acceptance Deadline.** This offer to purchase, unless accepted sooner, shall be null and void at 4:30 p.m. on _____, 20__ and in such event all earnest money shall be refunded to Buyer.
4. **Price and Terms. Purchase Price.** The total purchase price for the Property shall be \$ _____ (“Purchase Price”) which shall be payable with earnest money in the amount of \$ _____, receipt of which is hereby acknowledged, and the balance payable by certified check on the Date of Closing. The “Date of Closing” shall be no later than _____, 20__.
5. **Personal Property Included in Sale.** There are no items of personal property or fixtures owned by Seller and currently located on the Property for purposes of this sale.
6. **Deed.** Upon performance by Buyer, Seller shall deliver a Quit Claim Deed conveying title to the Property to Buyer, in substantially the form attached hereto as Exhibit A, subject to the conditions subsequent required by Sections 15, 16, and 17 of this Agreement (the “Deed”).
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. Real estate taxes due and payable in the year of closing, if any, shall be pro-rated to Seller and Buyer based on the Date of Closing.
 - B. Seller represents that as of the date of this Agreement, there are special assessments in the amount of \$ _____ levied against the Property. On the Date of Closing, Seller shall apply \$ _____ of the Purchase Price to payment of all special assessments levied against the Property as of the date of this Agreement, including those certified for payment in the year of closing. [if the total amount of special assessments levied against the Property exceeds the

Purchase Price] The Buyer agrees to assume the amount of special assessments remaining unpaid after application of the Purchase Price.

8. **Closing Costs and Related Items.** The Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) fees for title evidence obtained by Buyer; and (c) the recording fees for the Purchase and Development Agreement and the deed transferring title to Buyer. Seller will pay (a) any transfer taxes and Well Disclosure fees required to enable Buyer to record its deed from Seller under this Agreement (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.
9. **Sewer and Water.** Seller warrants that city sewer is available at the Property line, and that city water is available in the right of way adjacent to the Property. Seller makes no warranty regarding the conditions of any existing water stub from the main to the Property line; however, sewer and water were installed in 2019 and passed City inspection at that time.
10. **Condition of Property.** Seller makes no warranties as to the condition of the Property. Buyer and Seller understand and agree that the Purchase Price is the fair market value of the Property in as-is condition. Buyer acknowledges that they have inspected or have had the opportunity to inspect the Property and agree to accept the Property "AS IS." Buyer has the right, at its own expense to take soil samples for the purpose of determining if the soil is suitable for construction of the dwelling described in Section 15 of this Agreement. If the soil is determined to be unacceptable the Buyer may rescind this Agreement by written notice to the Seller, in which case the Agreement shall be null and void and all earnest money paid hereunder shall be refunded to the Buyer.
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 Buyer shall have ten (10) days from the date it receives such title evidence to raise any objections to title. Objections not made within such time will be deemed waived. The Seller may effect a cure satisfactory to Buyer or may give written notice to Buyer that Seller elects not to cure. The 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.
12. **Title Clearance and Remedies.** In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Date of Closing, then, at the option of the Buyer: this Agreement shall be null and void; neither party shall be liable for damages hereunder to the other; the Earnest Money shall be refunded to the Buyer; and Buyer and Seller agree to sign a cancellation of this Agreement.

If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:

- A. Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation; or
- B. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

- A. Seek damages from Seller including costs and reasonable attorney's fees; or
- B. Seek specific performance within six months after such right of action arises.

13. Well Disclosure.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- 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.

14. Individual Sewage Treatment System Disclosure. Seller has no knowledge of any individual sewage treatment system on or serving the Property.

15. Construction of Dwelling. Buyer agrees that it will construct a new single family dwelling on the property, intended for sale to a person or persons for Residential Occupancy (an "Owner Occupant"). **This covenant shall survive the delivery of the deed.**

- A. The single family dwelling described in this Section is referred to as the "Minimum Improvements."
- B. The Minimum Improvements shall consist of a new single family dwelling, and shall be constructed and occupied substantially in accordance with the Declaration of Restrictive Covenants attached as Exhibit B and the proposal approved by Seller on _____, 20__ attached as Exhibit C.

- C. Construction of the Minimum Improvements must be substantially completed one year from the Date of Closing. Construction will be considered substantially complete when the final certificate of occupancy has been issued by the City of Grand Rapids building inspector.
- D. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Buyer to construct such Minimum Improvements (including the date for completion thereof), the Seller will furnish the Buyer with a Certificate of Completion, in substantially the form attached hereto as Exhibit D, for such improvements. Such certification by the 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 the Buyer and its successors and assigns, to construct the Minimum Improvements and the dates for completion thereof.

The certificate provided for in this Section of this Agreement 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 the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within thirty (30) days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the 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 the Seller for the Buyer to take or perform in order to obtain such certification.

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

(1) Except for any agreement for sale to an Owner-Occupant, the 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 the 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 the Buyer to construct the Minimum Improvements or component thereof.

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

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Seller, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to the 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 the Seller, have expressly assumed all of the obligations of the 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 the 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 the Seller) deprive the 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 the Seller of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Property that the Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by the Seller to the contrary, no such transfer or approval by the Seller thereof shall be deemed to relieve the 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 the Seller.

(3) If the conditions described in paragraph (2) above are satisfied then the Transfer will be approved and the Buyer shall be released from its obligation under this Agreement, as 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, the Buyer may transfer or assign the Minimum Improvements and/or the Buyer's rights and obligations under this Agreement with respect to such property without the prior written consent of the Seller.

F. The Buyer, and its successors and assigns, agree that (a) they will use the Minimum Improvements only as a single family, owner-occupied dwelling, (b) they will not seek exemption from real estate taxes on the Property under State law, and (c) they will not transfer or permit transfer of the Property to any entity whose ownership or operation of the property would result in the Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City of Grand Rapids or Seller in accordance with this Agreement). **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.**

16. 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 the Buyer and prior to receipt by the Buyer of the Certificate of Completion for of the Minimum Improvements, the 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 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 the Seller to the Buyer to do so, then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the 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 the Buyer and failure on the part of the Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

Notwithstanding anything to the contrary contained in this Section, the Seller shall have no right to reenter or retake title to and possession of a portion of the Property for which a Certificate of Completion has been issued.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of the 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 the Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the 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.

17. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Seller of title to and/or possession of the Property or any part thereof as provided in Section 16 of this Agreement, the Seller shall apply the purchase price paid by the Buyer under Section 4 of this Agreement as follows:

- (a) First, to reimburse the Seller for all costs and expenses incurred by the Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the 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 the Seller by the Buyer and its successor or transferee; and
- (b) Second, to reimburse the Buyer for the balance of the purchase price remaining after the reimbursements specified in Paragraph (a) above. Such reimbursement shall be paid to the Buyer upon delivery of an executed, recordable warranty deed to the Property by the Buyer to the Seller.

18. Time is of the essence for all provisions of this contract.

19. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown at paragraph 1 above and, if mailed, are effective as of the date of mailing.

20. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota.

21. **No Broker Involved.** The 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.
22. **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.
23. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the 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.
24. **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.
25. **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.

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

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 _____ 201_, by _____ and _____, the President and Executive Director of 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

BUYER: _____

By: _____
Its _____

STATE OF MINNESOTA

} ss.

COUNTY OF ITASCA

The foregoing was acknowledged before me this _____ day of _____ 201_, by _____, the _____ of _____, a _____ under the laws of the State of Minnesota, on behalf of the _____.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

**Exhibit A to Purchase and
Development Agreement
QUIT CLAIM DEED**

Quit Claim Deed

Deed Tax Due: \$ _____

ECRV: _____

Date: _____, 201__

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 _____, a _____ under the laws of the State of Minnesota, Grantee, real property in Itasca County, Minnesota, described as follows:

[insert legal description]

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 _____, 20__, recorded _____, 201__, 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 16 thereof.

Section 2. Grantor's rights under paragraph 15F 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 _____, 20__, by _____ and _____, the President and Executive Director of 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:

Tax Statements should be sent to:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

**Exhibit B to Purchase and
Development Agreement**

DECLARATION OF RESTRICTIVE COVENANTS

(attached hereto)

**Exhibit C to Purchase and
Development Agreement
BUYER'S PROPOSAL**
(attached hereto)

**Exhibit D 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 (the "Grantor"), conveyed land in Itasca County, Minnesota to _____, a _____ (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 15A, 15B, 15C, 15D and 15E 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 15A and 15B 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 15A and 15B of the Agreement and the covenants and restrictions set forth in Section 1 of said Deed; provided that the covenants set forth in Sections 15F of the Agreement, and in Section 2 of the Deed, remain in full force and effect through the period stated thereon.

Dated: _____, 20__.

GRAND RAPIDS ECONOMIC DEVELOPMENT
AUTHORITY

By _____
Authority Representative

“BLANK SPACE FOR RECORDING”

PURCHASE AND DEVELOPMENT AGREEMENT

Between

Grand Rapids Economic Development Authority

And

For the property located at

This document drafted by:
Grand Rapids Economic
Development Authority
420 N. Pokegama Avenue
Grand Rapids, MN 55744

PURCHASE AND DEVELOPMENT AGREEMENT

For

(Address of Property)

1. **Parties.** This Purchase and Development Agreement (“this Agreement”) is made on _____, 20__ [date of EDA Meeting approving the contract] between the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota having its office located at 420 N. Pokegama Avenue, Grand Rapids, Minnesota, 55744 (“Seller”), and _____, a [single person] [married to each other (“Buyer”).
2. **Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property legally described as follows (“the Property”): _____, Itasca County, Minnesota.
3. **Acceptance Deadline.** This offer to purchase, unless accepted sooner, shall be null and void at 4:30 p.m. on _____, 20__ and in such event all earnest money shall be refunded to Buyer.
4. **Price and Terms. Purchase Price.** The total purchase price for the Property shall be \$ _____ (“Purchase Price”) which shall be payable with earnest money in the amount of \$ _____, receipt of which is hereby acknowledged, and the balance payable by certified check on the Date of Closing. The “Date of Closing” shall be no later than _____, 20__.
5. **Personal Property Included in Sale.** There are no items of personal property or fixtures owned by Seller and currently located on the Property for purposes of this sale.
6. **Deed.** Upon performance by Buyer, Seller shall deliver a Quit Claim Deed conveying title to the Property to Buyer, in substantially the form attached hereto as Exhibit A, subject to the conditions subsequent required by Sections 15, 16, and 17 of this Agreement (the “Deed”).
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. Real estate taxes due and payable in the year of closing, if any, shall be pro-rated to Seller and Buyer based on the Date of Closing.
 - B. Seller represents that as of the date of this Agreement, there are special assessments in the amount of \$ _____ levied against the Property. On the Date of Closing, Seller shall apply \$ _____ of the Purchase Price to payment of all special assessments levied against the Property as of the date of this Agreement, including those certified for payment in the year of closing. [if the total amount of special assessments levied against the Property exceeds the

Purchase Price: The Buyer agrees to assume the amount of special assessments remaining unpaid after application of the Purchase Price.]

8. **Closing Costs and Related Items.** The Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) fees for title evidence obtained by Buyer; and (c) the recording fees for the Purchase and Development Agreement and the deed transferring title to Buyer. Seller will pay (a) any transfer taxes and Well Disclosure fees required to enable Buyer to record its deed from Seller under this Agreement (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.
9. **Sewer and Water.** Seller warrants that city sewer is available at the Property line, and that city water is available in the right of way adjacent to the Property. Seller makes no warranty regarding the conditions of any existing water stub from the main to the Property line; however, sewer and water were installed in 2019 and passed City inspection at that time.
10. **Condition of Property.** Seller makes no warranties as to the condition of the Property. Buyer and Seller understand and agree that the Purchase Price is the fair market value of the Property in as-is condition. Buyer acknowledges that they have inspected or have had the opportunity to inspect the Property and agree to accept the Property "AS IS." Buyer has the right, at its own expense to take soil samples for the purpose of determining if the soil is suitable for construction of the dwelling described in Section 15 of this Agreement. If the soil is determined to be unacceptable the Buyer may rescind this Agreement by written notice to the Seller, in which case the Agreement shall be null and void and all earnest money paid hereunder shall be refunded to the Buyer.
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 Buyer shall have ten (10) days from the date it receives such title evidence to raise any objections to title. Objections not made within such time will be deemed waived. The Seller may effect a cure satisfactory to Buyer or may give written notice to Buyer that Seller elects not to cure. The 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.
12. **Title Clearance and Remedies.** In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Date of Closing, then, at the option of the Buyer: this Agreement shall be null and void; neither party shall be liable for damages hereunder to the other; the Earnest Money shall be refunded to the Buyer; and Buyer and Seller agree to sign a cancellation of this Agreement.

If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:

- A. Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation; or
- B. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

- A. Seek damages from Seller including costs and reasonable attorney's fees; or
- B. Seek specific performance within six months after such right of action arises.

13. Well Disclosure.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- 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.

14. Individual Sewage Treatment System Disclosure. Seller has no knowledge of any individual sewage treatment system on or serving the Property.

15. Construction of Dwelling. Buyer agrees that it will construct a new single family dwelling on the property, and upon completion of construction, shall occupy such dwelling as an "Owner Occupant." **This covenant shall survive the delivery of the deed.**

- A. The single family dwelling described in this Section is referred to as the "Minimum Improvements."
- B. The Minimum Improvements shall consist of a new single family dwelling, and shall be constructed and occupied substantially in accordance with the Declaration of Restrictive Covenants attached as Exhibit B and the proposal approved by Seller on _____, 20__ attached as Exhibit C.

- C. Construction of the Minimum Improvements must be substantially completed one year from the Date of Closing. Construction will be considered substantially complete when the final certificate of occupancy has been issued by the City of Grand Rapids building inspector.
- D. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Buyer to construct such Minimum Improvements (including the date for completion thereof), the Seller will furnish the Buyer with a Certificate of Completion, in substantially the form attached hereto as Exhibit D, for such improvements. Such certification by the 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 the Buyer and its successors and assigns, to construct the Minimum Improvements and the dates for completion thereof.

The certificate provided for in this Section of this Agreement 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 the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within thirty (30) days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the 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 the Seller for the Buyer to take or perform in order to obtain such certification.

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

(1) The 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 the 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 the Buyer to construct the Minimum Improvements or component thereof.

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

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Seller, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to the 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 the Seller, have expressly assumed all of the obligations of the 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 the 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 the Seller) deprive the 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 the 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 the Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by the Seller to the contrary, no such transfer or approval by the Seller thereof shall be deemed to relieve the 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 the Seller.

(3) If the conditions described in paragraph (2) above are satisfied then the Transfer will be approved and the Buyer shall be released from its obligation under this Agreement, as 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, the Buyer may transfer or assign the Minimum Improvements and/or the Buyer's rights and obligations under this Agreement with respect to such property without the prior written consent of the Seller.

F. The Buyer, and its successors and assigns, agree that (a) they will use the Minimum Improvements only as a single family, owner-occupied dwelling, (b) they will not seek exemption from real estate taxes on the Property under State law, and (c) they will not transfer or permit transfer of the Property to any entity whose ownership or operation of the property would result in the Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City of Grand Rapids or Seller in accordance with this Agreement). **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.**

16. 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 the Buyer and prior to receipt by the Buyer of the Certificate of Completion for of the Minimum Improvements, the 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 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 the Seller to the Buyer to do so, then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the 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 the Buyer and failure on the part of the Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

Notwithstanding anything to the contrary contained in this Section, the Seller shall have no right to reenter or retake title to and possession of a portion of the Property for which a Certificate of Completion has been issued.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of the 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 the Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the 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.

17. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Seller of title to and/or possession of the Property or any part thereof as provided in Section 16 of this Agreement, the Seller shall apply the purchase price paid by the Buyer under Section 4 of this Agreement as follows:

- (a) First, to reimburse the Seller for all costs and expenses incurred by the Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the 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 the Seller by the Buyer and its successor or transferee; and
- (b) Second, to reimburse the Buyer for the balance of the purchase price remaining after the reimbursements specified in Paragraph (a) above. Such reimbursement shall be paid to the Buyer upon delivery of an executed, recordable warranty deed to the Property by the Buyer to the Seller.

18. Time is of the essence for all provisions of this contract.

19. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown at paragraph 1 above and, if mailed, are effective as of the date of mailing.

20. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota.

21. **No Broker Involved.** The 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.
22. **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.
23. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the 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.
24. **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.
25. **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.

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

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 _____ 20__, by _____ and _____, the President and Executive Director of 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

BUYER:

STATE OF MINNESOTA

} ss.

COUNTY OF ITASCA

The foregoing was acknowledged before me this _____ day of _____ 20__, by _____, [a single person][married to each other].

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

**Exhibit A to Purchase and
Development Agreement
QUIT CLAIM DEED**

Quit Claim Deed

Deed Tax Due: \$ _____

ECRV: _____

Date: _____, 201__

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 _____, a _____ under the laws of the State of Minnesota, Grantee, real property in Itasca County, Minnesota, described as follows:

[insert legal description]

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 _____, 20__, recorded _____, 201__, 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 16 thereof.

Section 2. Grantor's rights under paragraph 15F 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 _____, 20__, by _____ and _____, the President and Executive Director of 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
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

**Exhibit B to Purchase and
Development Agreement**

DECLARATION OF RESTRICTIVE COVENANTS

(attached hereto)

**Exhibit C to Purchase and
Development Agreement
BUYER'S PROPOSAL**
(attached hereto)

**Exhibit D 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 (the "Grantor"), conveyed land in Itasca County, Minnesota to _____, a _____ (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 15A, 15B, 15C, 15D and 15E 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 15A and 15B 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 15A and 15B of the Agreement and the covenants and restrictions set forth in Section 1 of said Deed; provided that the covenants set forth in Sections 15F of the Agreement, and in Section 2 of the Deed, remain in full force and effect through the period stated thereon.

Dated: _____, 20__.

**GRAND RAPIDS ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Authority Representative

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the authority.

Notary Public

This document drafted by:
KENNEDY & GRAVEN, CHARTERED
470 U.S. Bank Plaza
Minneapolis, MN 55402
(612) 337-9300