

## GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

**Tuesday, December 6, 2016  
4:00pm  
Grand Rapids City Hall**

NOTICE IS HEREBY GIVEN, that a special 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 Tuesday, December 6, 2016 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 November 10, 2016 regular meeting.
5. Consider approval of claims
6. Consider approval of a Hangar Lease Agreement with Valley Med Flight
7. Consider approving payment to Stan Bostyancic, per Hangar Purchase Agreement dated October 13, 2016
8. Consider approving payment to Itasca Co. HRA in the amount of \$67,640.60.
9. Updates:
10. Adjourn

#### GREDA Members/terms:

Dale Christy – 12/31/16 (with council term)  
Rick Blake– 12/31/18 (with council term)  
Mike Przytarski – 3/1/21  
Cory Jackson – 3/1/17  
Mike Stefan – 3/1/18  
Chris Lynch – 3/1/19  
Sholom Blake – 3/1/19

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR MEETING  
THURSDAY, NOVEMBER 10, 2016  
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, November 10, 2016 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: Sholom Blake, Dale Christy, Cory Jackson, Mike Przytarski,. Absent: Rick Blake, Michael Stefan, Chris Lynch.

**SETTING OF REGULAR AGENDA:** **Approved with addition.**

- **Approve and authorize payment to First Call for Help in the amount of \$35,000 for a CBIL Loan.**

**APPROVAL OF MINUTES:**

**DRAFT**

**MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE THE MINUTES OF THE OCTOBER 18, 2016 SPECIAL MEETING. The following voted in favor thereof: S. Blake, Christy, Przytarski, Jackson. Opposed: None, passed unanimously.**

**APPROVAL OF CLAIMS:**

**MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$9,416.58.**

Cole Hardware	\$21.48	Itasca County Recorder	\$138.00
Kennedy & Graven	\$6,185.50	RMB Enviromental	\$15.00
SEH-RCM	\$2,985.00	Waste Management	\$71.60

**The following voted in favor thereof: Jackson, S. Blake, Christy, Przytarski. Opposed: None, passed unanimously.**

Approve and authorize payment to First Call for Help in the amount of \$35,000 for a CBIL Loan.

**MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER CHRISTY TO APPROVE AND AUTHORIZE PAYMENT TO FIRST CALL FOR HELP IN THE AMOUNT OF \$35,000. The following voted in favor thereof: Przytarski, Christy, S. Blake, Jackson. Opposed: None, passed unanimously.**

2017 Work Plan Development.

1. Pursue development of former Kremers lot owned by M&H.
2. Assist in potential redevelopment of Rays Sport and Marine current site.

3. Kmart redevelopment.
4. Block 19 redevelopment.
5. Downtown business redevelopment.
6. Central School occupancy.
7. Continue shovel ready program.
8. Promote existing programs.
9. Assessment of available leasable small business/retail space.
10. Assist in creating opportunities for single family housing development.
11. Central Square Mall.
12. Industrial Park East.
13. Promote EDA activity sources/uses.
14. Support expansion of existing businesses including but not limited to Blandin Paper, One Aviation and Swan Machine.
15. Joint marketing of Eco Industrial Park.
16. Ensure adequate funding for GREDA.
17. Block 5 redevelopment.

**DRAFT**

Staff will enter the items into a spreadsheet for the GREDA to rank.

There being no further business the meeting adjourned at 4:57 p.m.

Respectfully submitted:

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Aurimy Groom, Recorder

EDA BILL LIST - DECEMBER 6, 2016

DATE: 11/30/2016  
 TIME: 15:28:47  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/06/2016

VENDOR #	NAME	AMOUNT DUE
-----		
ECONOMIC DEVELOPMENT AUTHORITY		
0718010	CITY OF GRAND RAPIDS	600.00
	TOTAL	600.00
EDA - CAPITAL PROJECTS		
COM BLDG IMP LOAN		
0920055	ITASCA COUNTY RECORDER	46.00
	TOTAL COM BLDG IMP LOAN	46.00
DOWNTOWN REDVELPMNT BLK 18-21		
1105530	KENNEDY & GRAVEN	2,868.05
	TOTAL DOWNTOWN REDVELPMNT BLK 18-21	2,868.05
AIRPORT SOUTH INDUSTRIAL PARKS		
1801610	RAPIDS PLUMBING & HEATING INC	936.90
1813125	RMB ENVIROMENTAL	15.00
	TOTAL AIRPORT SOUTH INDUSTRIAL PARKS	951.90
IND PARK SWAN MACHINE		
1900225	SEH-RCM	2,541.25
2000522	TNT AGGREGATES, LLC	63,255.16
	TOTAL IND PARK SWAN MACHINE	65,796.41
MANUFACTURING HANGAR		
1105530	KENNEDY & GRAVEN	2,007.75
	TOTAL MANUFACTURING HANGAR	2,007.75
DEED DEVELOPMENT PROGAMS		
0920051	ITASCA COUNTY H.R.A.	10,242.71
	TOTAL DEED DEVELOPMENT PROGAMS	10,242.71
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 82,512.82

EDA BILL LIST - DECEMBER 6, 2016

DATE: 11/30/2016  
 TIME: 15:28:47  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/06/2016

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1415511	NORTHERN STAR COOPERATIVE SERV	173.75
1621130	P.U.C.	69.15
T001098	FIRST CALL FOR HELP	35,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$ 35,242.90
TOTAL ALL DEPARTMENTS		117,755.72

## HANGER LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of November, 2016, by and between the GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota, 420 North Pokegama Avenue, Grand Rapids, MN 55744, hereinafter referred to as LESSOR, and Valley Med Flight, Inc., 10888 South 300 West, South Jordan, UT 84095, hereinafter referred to as LESSEE:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### 1. LEASE OF LEASED PREMISES

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor a portion of Lessor's 7,500 square-foot airplane hanger facility located at the Grand Rapids-Itasca County Airport on a 460 foot by 735 foot parcel bearing the address 1500 SE 7<sup>th</sup> Avenue, Grand Rapids, MN 55744 (the "Hangar"), described as that 60-foot wide by 50-foot deep portion of the Hangar centered on and adjacent to the main Hangar doors (the "Leased Premises"), for the purpose of storing, parking, and maintaining the following air ambulance aircraft:

One Pilatus PC 12, or other type other air ambulance aircraft as specified by Lessee (the "Aircraft").

### 2. LEASE RATES

The Lessee shall provide payment of \$1,250.00 per month, net of utilities, due upon execution of this Agreement and by no more than fourteen (14) days after the first day of each month. Beginning November 15, 2016, the Lessee shall also pay its share of utility charges as follows: during any period when Lessee is the sole tenant of the Hangar, Lessee shall pay all gas service, water service, sanitary sewer service, electric service, Internet service, and garbage removal services, and any other desired services (the "Utilities"). During any Lease period when the Hangar is occupied by the Third-Party Lessee as defined hereinafter, the Third-Party Lessee shall provide the Lessee with copies of all bills for shared Utilities, and the Lessee shall, within ten dates after receipt of such bills, pay to the Third-Party Lessee an amount equal to two-fifths of the cost of the Utilities.

### 3. USE OF LEASED PREMISES

The Leased Premises shall be used by Lessee, for parking, storing and maintenance of the Aircraft. The remainder of the Hangar is subject to a separate Hangar Lease Agreement between the Lessor and ACC Manufacturing, Inc. (the "Third-Party Lessee") and must at all times be kept accessible for use by the Third-Party Lessee; provided, however, that neither the Lessee nor the Third-Party Lessee shall use any portion of the Hangar, including the Leased Premises, in a way that unreasonably limits Lessee's ability to quickly access, store, park or maintain the Aircraft. The Lessee shall be available within 2 hours notice to facilitate movement of the Lessee's aircraft so that the Third-Party Lessee may carry out its permitted activities within the Hangar. Lessor shall have no obligation or responsibility to move the Aircraft.

### 4. TERMS OF LEASE

Subject to earlier termination as provided below in this Agreement, the initial term of this Agreement shall begin on November 15, 2016 and end on February 28, 2017.

## 5. TERMINATION

Lessor or Lessee may terminate this Agreement upon thirty (30) days' written notice to the other.

## 6. RIGHT OF INGRESS AND EGRESS

During the term of this Agreement, Lessee's right of ingress to and egress from the Leased Premises shall be continuous through the possession of keys, codes or other reasonable methods of granting access. Lessee, not Lessor, shall be responsible for all movement of Aircraft.

## 7. MAINTENANCE & REPAIRS TO THE LEASED PREMISES

The Lessor shall be responsible for all the normal maintenance and repairs to the Leased Premises, including the Hanger doors, required because of normal use, wear and tear. If maintenance or repairs are needed because the negligence or willful misconduct of the Lessee, its agents, employees, or guests, Lessee shall make such maintenance or repairs with due diligence at its own cost. If the maintenance or repairs are the responsibility of the Lessor and damage renders the Leased Premises unusable for more than sixty (60) days, the Lessee shall have the option to terminate this Agreement by notifying the Lessor in writing of this election.

## 8. DEFAULT

If Lessee defaults in the performance of its duties or obligations as required under the terms of this Agreement, including without limitation a failure by Lessee to make any payment when due for more than ten (10) days following receipt of Lessor's written notice to Lessee to make such payment or failure by Lessee to remedy any other default in a manner reasonably satisfactory to Lessor within thirty (30) days following receipt of Lessor's written notice to Lessee to remedy said default, Lessor may immediately terminate this Agreement with written notice to Lessee and undertake all remedies available to Lessor under this Agreement or at law. If Lessor defaults in the performance of its duties or obligations as required under the terms of this Agreement and if Lessor fails to remedy any such default in manner reasonably satisfactory to Lessee within thirty (30) days following receipt of Lessee's written notice to Lessor to remedy said default, Lessee may immediately terminate this Agreement with written notice to Lessor. If the nature of the default is such that more than thirty (30) days is reasonably required for its cure, then the party shall not be deemed to be in default if they commence such cure within such thirty (30) day period and diligently prosecute such cure to completion.

## 9. OPERATION OF AIRCRAFT

The Lessee is responsible for operating the Aircraft at the airport in accordance with the applicable Federal and State aviation regulations.

## 10. AIRPORT RULES AND REGULATIONS

Lessee agrees to comply with the Airport Rules and Regulations.

## 11. SURRENDER OF POSSESSION

On the expiration or other termination of this Agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixture, improvements, equipment and other property prior to the expiration or termination of this Agreement; however, the Lessee shall be

responsible to pay to the Lessor the lesser of any damage caused by such removal or the cost to reasonably restore the Hanger to its condition prior to the installation of such fixtures, improvements, equipment or other property.

## 12. LIABILITIES OF PARTIES

Lessee shall indemnify the Lessor for injury or property damage claims made against Lessor that were caused by the gross negligence or willful misconduct of the Lessee or its agents or employees. The Lessor shall indemnify the Lessee for injury or property damage claims made against Lessee that were caused by the gross negligence or willful misconduct of the Lessor its agents, employees, or guests on the Leased Premises.

## 13. INSURANCE

Lessee shall maintain liability insurance on the Aircraft and on the Lease Premises for at least \$1,000,000 per occurrence. Lessee shall add Lessor as a named additional insured on such policy. Upon request, the Lessee shall provide Lessor with a certificate showing proof of such insurance.

## 14. MAINTENANCE OF AIRCRAFT

Pursuant to FAA 5190.6A Airport compliance Requirements, the Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within or on the Leased Premises, provided that such maintenance is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others.

## 15. TAXES

Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the Leased Premises. The Lessee shall be responsible for any & all taxes on the Aircraft, parts, equipment, tools and the operation thereof.

## 16. ASSIGNMENT AND SUBLETTING

This Agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee. Lessee may not sublet the Leased Premises.

## 17. NOTICE

All notices and requests required or authorized under this Agreement shall be in writing and sent by certified mail, return receipt requested, to the parties at the corporate addresses first indicated above. The date on which any such notice is received by the addressee shall be deemed the date of notice.

## 18. GOVERNING LAW

This Agreement is a contract executed under and to be construed under the laws of the State of Minnesota.

## 19. ATTORNEY FEES

The rights of each party upon a breach of this Agreement include, but are not limited to, seeking remedies at law and in equity. In addition to any other remedies available to at law or in equity, the parties acknowledge and agree that damages may not be an adequate remedy and that they are entitled to enforce their rights hereunder by way of injunction, restraining order or other relief to enjoin any breach or default of this Agreement. The breaching party agrees to pay all costs, expenses and reasonable attorneys fees, costs of appeal, as awarded by the court, incurred by the non-breaching



party in connection with the enforcement of the obligations of hereunder.

20. WAIVER

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

21. SEVERABILITY

The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.

22. PARAGRAPH HEADINGS

The headings to the paragraphs to this Agreement are solely for the convenience of the parties and have no substantive effect on this Agreement nor are they intended to aid in the interpretation of this Agreement.

23. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No statements, promises or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

LESSEE:  
Guardian Flight, Inc.

By:   
Chris Webb, Vice President

LESSOR:  
GRAND RAPIDS ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Sholom Blake, President

By: \_\_\_\_\_  
Rob Mattei, Executive Director

CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS MN 55744-2662  
218-326-7612 FAX#218-326-7608  
Email:ap@ci.grand-rapids.mn.us

STANLEY JAMES BOSTYANCIC  
35189 ROLLAND ROAD  
COHASSET MN 55721

DELIVER TO:  
ECONOMIC DEVELOPMENT AUTHORITY  
420 N POKEGAMA AVE  
GRAND RAPIDS MN 55744  
PHONE: 218-326-7601 FAX: 218-326-7608

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P U R C H A S E O R D E R

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P.O. NUMBER: 16003958  
P.O. DATE: 12/01/2016  
P.O. AMT: \$580,000.00  
VENDOR NUMBER: T001122  
REQ. NUMBER:

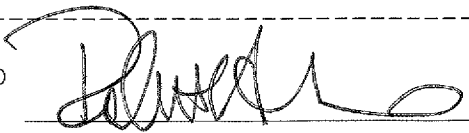
ATTENTION:  
ROB MATTEI 91-028-4401

DESCRIPTION	ACCOUNT #	HOURS/QTY	COST/UNIT	AMOUNT
PURCH BOSTYANCIC HANGER	427-39-00-00-5100	1.00000	580,000.0000	580,000.00
				=====
				\$580,000.00

ID #41-6005201 ST ID #8022490

E.O.E.\A.A.

REQUESTED  
BY: AURIMY GROOM

APPROVED  
BY: 

DATE: 12/01/16

## HANGAR PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Purchase Agreement") entered into this 13 day of October, 2016, by and between Stanley J. Bostyancic and Crystal V. Bostyancic, married to each other ("Sellers"), and the Grand Rapids Economic Development Authority, a public body corporate and politic and political subdivision under the laws of Minnesota ("Buyer" or "GREDA").

1. Description of Property to be Sold. Sellers hereby sell and agree to convey unto the Buyer, upon the prompt and full performance by the Buyer of its part of this Purchase Agreement, the airplane hangar building (the "Property") owned by Sellers and located on a 460 foot by 735 foot parcel designated as Tax ID # 91-028-4401, bearing the address 1500 SE 7<sup>th</sup> Avenue, Grand Rapids, MN 55744, which parcel is legally described as:

The North 460 feet of the South 660 feet of the West 735 feet of the Southeast Quarter of the Southeast Quarter of Section 28, Township 55, Range 25, Itasca County, Minnesota.  
(the "Land")

The Property is an approximately 74 foot by 102 foot airplane hangar building containing approximately 7,500 square feet, and is attached to said Land. Seller Stanley J. Bostyancic currently leases the Land from the Grand Rapids-Itasca County Airport, a joint powers entity consisting of the City of Grand Rapids (the "City"), and Itasca County, Minnesota (the "County," and, together with the City, the "Lessor"), pursuant to an Airport Land Lease Agreement between Seller Stanley J. Bostyancic and Lessor, dated November 15, 2013 (the "Land Lease"). The Land is not included in this Purchase Agreement.

2. Purchase Price; Contingencies. Buyer, in consideration of the covenants and agreements of Sellers, hereby agrees to pay to Sellers, and Sellers hereby agree to accept from Buyer, as and for the purchase price of the Property, the amount of Five Hundred Eighty Thousand and no/100 Dollars (\$580,000.00) (the "Purchase Price"), subject to the following contingencies:

- a) Financing to be provided to GREDA from Iron Range Resources and Rehabilitation Board ("IRRRB") for 50% of Purchase Price, to be approved by IRRRB (approx. \$293,000);
- b) IRRRB approval of equipment financing in the approximate amount of \$1,000,000, for the benefit of a prospective future tenant, pursuant to a separate Development Agreement (the "Agreement") currently being negotiated between GREDA, the Itasca Economic Development Corporation ("IEDC"), and said tenant;
- c) Execution in full of the Agreement prior to the Closing Date (as defined hereinafter);
- d) \$203,000 contribution toward the Purchase Price from the City's Neighborhood and Economic Development Fund to be approved by the City Council;

e) Assignment to Buyer of Sellers' rights in the Land Lease, pursuant to the lease transfer provisions of said Land Lease;

f) Sellers to provide evidence reasonably acceptable to the Buyer that no liens exist against the Property;

g) Approval of a new Airport Land Lease Agreement, in favor of Sellers or Stanley J. Bostyancic individually as Lessee, conveying a leasehold interest in another site appropriate for locating a new hangar of similar size as the Property being herein conveyed.

The contingencies a-f are solely for the benefit of the Buyer and may be waived by the Buyer; contingency g is solely for the benefit of Sellers and may be waived by Sellers. If the contingencies are duly satisfied or waived, then the Buyer and Sellers shall proceed to close the transaction as contemplated herein. If, however, one or more of the contingencies is not satisfied, or is not satisfied on time, and is not waived by the relevant party, this Purchase Agreement shall thereupon be void, at the option of the non-waiving party. If this Purchase Agreement is voided, the Buyer and the Sellers shall execute and deliver to each other a termination of this Purchase Agreement.

3. Taxes and Special Assessments. Real estate taxes due and payable in connection with the Property, pursuant to the terms of the Land Lease, for 2016 and all prior years, if any, shall be paid by the Sellers. If Closing is delayed to 2017, the Seller shall pay that portion of 2017 real estate taxes prorated to the date of Closing and the Buyer to pay that portion of 2017 real estate taxes prorated to the end of 2017. All unpaid special assessments against the Property as of the date of the Closing shall be paid by the Sellers on the date of Closing. The Buyer shall assume payment of any special assessments levied against the Property after the Closing Date.

4. Default. Except as provided in Paragraph 6 hereof, in the event of Sellers' default hereunder, Buyer may either (i) terminate this Purchase Agreement by notice to Sellers, or (ii) avail itself of an action for specific performance. In the event of Buyer's default hereunder, Sellers, as their sole remedy, shall be entitled to terminate this Agreement upon 30 days written notice to Buyer.

5. Representations and Warranties by Sellers. Sellers represent and warrant to Buyer that:

a) Sellers are the sole owners of the Property, and have the right to sell and convey the Property to Buyer free and clear of any interest or encumbrance in favor of any other party;

b) There is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Sellers or the Property which could adversely affect the Property, and Sellers shall give Buyer prompt notice thereof if any such action is threatened or commenced prior to the Closing Date;

c) To the best of Sellers' knowledge, the Property has not been used for the generation, transportation, storage, treatment, or disposal of any hazardous waste, hazardous

substance, pollutant, or contaminant, including petroleum, as defined under federal, state or local law;

Except as otherwise provided herein, Sellers are selling the Property and Buyer is purchasing the Property "as is" and without any representations or warranties. The foregoing representations and warranties shall survive closing hereunder. If any of the foregoing shall be breached or shall be untrue, Sellers shall indemnify and hold Buyer harmless from any damages or liabilities relating thereto notwithstanding the provisions of this Paragraph, which obligation shall survive termination of this Purchase Agreement or Closing.

6. Title Examination/Curing Title Defects. The Sellers will provide the Buyer with evidence of title for the Property. The Buyer shall have twenty (20) business days after receipt of the fully executed Purchase Agreement and the evidence of title to examine title and to deliver written objections to title, if any, to Sellers. If timely written objections are not delivered, any such objections shall be deemed waived. Sellers shall have until the Closing Date to make title marketable, at Sellers' cost. In the event that title to the Property cannot be made marketable or is not made marketable by the Sellers by the Closing Date, this Agreement may be terminated at the option of the Buyer.

7. Closing. The "Closing" of this transaction shall take place on or before November 15, 2016, or such later date as the parties mutually agree in writing (the "Closing Date"). At Closing, the Sellers shall execute and deliver to the Buyer a bill of sale for the Property, containing all customary warranties, in substantially the form attached as Exhibit A.

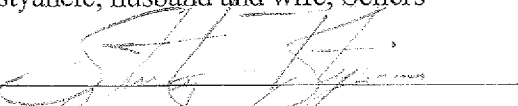
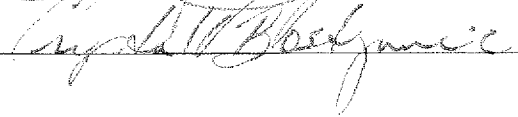
8. Timing. Time is of the essence for all provision of this Purchase Agreement.

9. Amendment and Modification. No amendment, modification or waiver of any condition, provision or term of this Purchase Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.

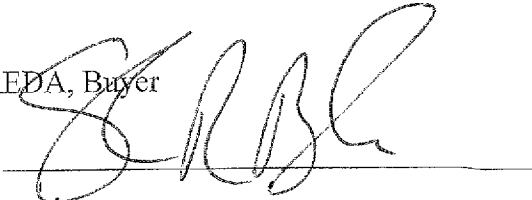
10. Entire Agreement. This Purchase Agreement constitutes the entire agreement between the parties and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This instrument may be executed in counterparts, which, upon combination and full execution of the parties, shall constitute one instrument binding on the parties hereto.

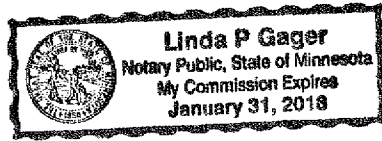
IN WITNESS THEREOF, the undersigned have executed this purchase agreement instrument the date first above-mentioned.

Stanley J. Bostyancic and Crystal V. Bostyancic, husband and wife, Sellers

By   
By 

GREDA, Buyer

By   
Its PRESIDENT



STATE OF MINNESOTA    )  
                                          ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2016 by Stanley J. Bostyancic and Crystal V. Bostyancic, married to each other, as Sellers.

Linda Gager  
Notary Public

CITY OF GRAND RAPIDS  
 420 N POKEGAMA AVE  
 GRAND RAPIDS MN 55744-2662  
 218-326-7612 FAX#218-326-7608  
 Email:ap@ci.grand-rapids.mn.us

ITASCA COUNTY H.R.A.  
 102 NE 3RD ST  
 STE 160  
 GRAND RAPIDS MN 55744

DELIVER TO:  
 ECONOMIC DEVELOPMENT AUTHORITY  
 420 N POKEGAMA AVE  
 GRAND RAPIDS MN 55744  
 PHONE: 218-326-7601 FAX: 218-326-7608

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P U R C H A S E O R D E R

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P.O. NUMBER: 16003955  
 P.O. DATE: 12/01/2016  
 P.O. AMT: \$67,640.60  
 VENDOR NUMBER: 0920051  
 REQ. NUMBER:

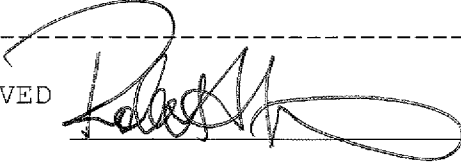
ATTENTION:  
 ROB MATTEI INV #022

DESCRIPTION	ACCOUNT #	HOURS/QTY	COST/UNIT	AMOUNT
SCDP OWNER OCCUPIED REHAB	427-45-00-00-3300	1.00000	21,665.1400	21,665.14
SCDP RENTAL REHAB	427-45-00-00-3100	1.00000	24,132.0000	24,132.00
SCDP COMMERCIAL REHAB	427-45-00-00-3200	1.00000	15,494.4000	15,494.40
SCDP GENERAL ADMINISTRATION	427-45-00-00-3000	1.00000	6,349.0600	6,349.06
				=====
				\$67,640.60

ID #41-6005201 ST ID #8022490

E.O.E.\A.A.

REQUESTED  
 BY: AURIMY GROOM

APPROVED  
 BY: 

DATE: 12/1/16





102 NE 3<sup>rd</sup> Street, Suite 160  
Grand Rapids, MN 55744  
Phone 218-326-7978 Fax 218-326-8031

# INVOICE

INVOICE # 022  
DATE: 12/1/2016

**TO:**  
City of Grand Rapids  
Economic Development Authority  
420 N Pokegama Ave  
Grand Rapids, MN 55744

**FOR:**  
SCDP Grant No:  
**CDAP-13-0064-O-FY14**

DESCRIPTION	HOURS	RATE	AMOUNT
Reimburse SCDP Contractor- Residential Expert Building Services 427-45-00-00-3300			\$21,365.14
Reimburse SCDP Contractor- Residential John Miller 427-45-00-00-3300			\$300.00
Reimburse SCDP Contractor- Rental Patriot Electric 427-45-00-00-3100			\$15,582.00
Reimburse SCDP Contractor- Rental Bruin Construction 427-45-00-00-3100			\$8,550.00
Reimburse SCDP Contractor- Commercial Hawk Construction 427-45-00-00-3200			\$15,494.40
Reimburse Admin Expenses 427-45-00-00-3000			\$6,349.06
		TOTAL	\$67,640.60

Make checks payable to Itasca County HRA

**Thank you for your business!**