

This Instrument Drafted By:

Hoff Barry, P.A. (SBL)
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344

**DEVELOPER'S AGREEMENT
ARBOR LAKES BUSINESS PARK 4th ADDITION
BUILDING 7**

THIS DEVELOPER'S AGREEMENT ARBOR LAKES BUSINESS PARK 4th ADDITION BUILDING 7 (hereinafter referred to as "**Agreement**") entered into this _____ day of _____, 2023 (hereinafter referred to as the "**Effective Date**") by and between ARBOR LAKES BUILDING 7, LLC, a Delaware limited liability company, (hereinafter referred to as "**Developer**") and the CITY OF MAPLE GROVE, a Minnesota municipal corporation (hereinafter referred to as "**City**"; Developer and City sometimes individually referred to as "**Party**" and collectively "**Parties**").

RECITALS

WHEREAS, Developer is the fee owner of that land located in Hennepin County, Minnesota, legally described on attached Exhibit 1 (hereinafter referred to as "**Property**"); and

WHEREAS, on February 22, 2022, the City Council passed Resolution No. 22-045 conditionally approving Planned Unit Development (hereinafter referred to as "**PUD**") – Concept Stage Plan for Phase 3 of the Arbor Lakes Business Park development on land that includes the Property; and

WHEREAS, on June 6, 2022, the City Council passed Resolution No. 22-103 (hereinafter Resolution No. 22-045 and Resolution No. 22-103 collectively referred to as the "**City Resolutions**"), conditionally approving the PUD – Development Stage Plan, preliminary plat, and final plat to develop Lot 1, Block 2 of the Final Plat with a 127,624 square foot manufacturing/office/warehousing building, which conditional approval includes the: (i) PUD – Development Stage Plan plans, drafted by Alliant Engineering, last dated with City comments on May 2, 2022 (hereinafter referred to as the "**Plans**"), which Plans Cover Sheet (Sheet C-0.0) is attached as Exhibit B to Resolution 22-103; (ii) the Plans also include the elevations, drafted by Patrick C. Harris, last dated with City comments May 3, 2022; (iii) preliminary plat of the Property (hereinafter referred to as "**Preliminary Plat**"), which Preliminary Plat is Sheet C-2.0 of the Plans; and (iv) the final plat for Arbor Lake Business Park 4th Addition, drafted by Alliant Engineering (herein referred to as the "**Final Plat**"); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the Parties and subsequent owners the understandings and agreements of the Parties concerning the development of the Property.

NOW, THEREFORE, it is hereby and herein mutually agreed, in consideration of each Party's promises and considerations herein set forth, as follows:

1. **INCORPORATION; PLANS.** The above Recitals, the City Resolutions, the Plans, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein. The Plans may be amended after the Effective Date by request of the Developer and as approved in writing by the City Engineer and/or the City Director of Community and Economic Development. Any such approved amendments to the Plans shall be incorporated into and be part of this Agreement.

2. **RELEASE OF PREVIOUS AGREEMENTS.** Upon the recording of this Agreement with Hennepin County, the Property is hereby released from the encumbrance of the following documents, each of which is recorded in Hennepin County, Minnesota:
 - A. That Developer's Agreement, Arbor Lakes Business Park, dated March 14, 2018, recorded March 19, 2018, as Document No. A10536706; and
 - B. That Developer's Agreement, Fountains at Arbor Lakes, dated October 21, 2005, recorded October 25, 2005, as Document No. 8680322, as affected by Assignment of Developer's Agreement and Assumption Agreement, dated June 29, 2007, recorded July 26, 2007, as Document No. 9013977.

3. **EXISTING DEFERRED SPECIAL ASSESSMENTS; REASSESSMENT.** The Property and other properties that are part of the Final Plat are subject to a current deferred assessments (Levy Nos. 18531D, 20192, 18531D, and 18539D) in the amount of \$3,384,839.76 (hereinafter referred to as the "**Existing Deferred Assessments**"), which Existing Deferred Assessments amount is valid until November 1, 2023. The Developer has made application to equitably reapportion the Existing Deferred Assessments among the lots of the Final Plat.

A portion of the Existing Deferred Assessments reapportioned as provided above, if activated, would be payable over a 5-year period. The City has determined that this 5-year period may create a hardship on the Developer and the City and Developer agree to a reassessment of a proportionate share of the Existing Deferred Assessments in relation to the lots of the Final Plat, pursuant to Minn. Stat. §429.071, subd. 2, against the Property and allocated among the lots of the Final Plat as provided for in Exhibit 2, which proportionate share allocated to the Property totals \$473,067.81 (L1, B2), to be payable in equal installments over a twenty (20)-year period accruing interest of 5.25% per annum to be certified and the first installment due 2024 (hereinafter referred to as the "**Reassessment**").

Developer acknowledges and understands that it has certain rights contained in, but not limited to, Minn. Stat. §§429.031, 429.061, 429.071 and 429.081, and Developer acknowledges and agrees that it is voluntarily waving those rights in connection with the Reassessment, including, but not limited to, all rights to hearings before the City

afforded under Minn. Stat., Chapter 429, specifically including hearings under Minn. Stat. §§429.031 and 429.061. In addition, the Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the Reassessment being levied against the Property is excessive.

4. PETITION ITEMS.

- A. *Petition for Improvements.* Developer herein petitions the City to construct as a part of the City's Improvement Project Nos. 17-19 and 23-11 and/or any other City project deemed appropriate by the City (hereinafter referred to as “**Project Nos. 17-19/23-11**” or “**City’s Improvement Project No. 17-19/23-11**”), the improvements referred to as “**Petition Items**” in Exhibit 3, attached hereto and incorporated herein (hereinafter collectively referred to as the “**City Project**”). Developer acknowledges and agrees that part of the City Project is constructed (labeled “**Remaining Trunk Benefit**” on attached Exhibit 3) and lateral improvements to be constructed (labeled “**Lateral Benefit (Estimated)**” on attached Exhibit 3).
- B. *Waiver.* Developer hereby acknowledges and agrees that said Petition Items will add value to the Property and that the Property will benefit by said improvements in an amount at least equal to the amount of \$656,074.89, as shown on Exhibit 3, (L1, B2) is proposed to be specially assessed against said Property (hereinafter referred to as “**Special Assessment**”). Developer expressly waives (i) all rights to hearings before the City afforded under Minnesota Statutes, Chapter 429, specifically including hearings under Minn. Stat. §§429.031 and 429.061 and (ii) all rights to appeal in the Courts any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment being levied against the Property is excessive, as the said rights therein granted relate to the City Project in the amount of the Special Assessment (hereinafter referred to as the “**Waiver**”).
- C. *Project.* City shall construct, at its discretion, as part of its City Project, the Petition Items, pursuant to its regular methods of making public improvements. As prerequisite to the City commencing said construction:
- (1) Developer shall prepare the Property to allow for the construction of the Petition Items, which preparation shall include, but is not limited to, mass grading and sub-grade elevations as set forth in the development plans approved by the City Council;
 - (2) the draft feasibility report amount for the Lateral Benefit (Estimated) exceeds the amount set forth above. If the final and approved feasibility report exceeds the above, an amendment to this Agreement shall be executed between the Parties to increase

the Waiver amount and amend Exhibit 3; and

- (3) in the event that the actual bid costs for the City Project (hereinafter referred to as “**Bid Costs**”) are greater than the Special Assessment amount, then an amendment to this Agreement shall be executed between the Parties to increase the Waiver amount and amend Exhibit 3 to incorporate the actual Bid Costs and reasonable change orders.

Developer agrees that the Special Assessment for such Petition Items may be levied by City, without Developer's objection, after construction is commenced, in accordance with Minn. Stat. Ch. 429 and that City may recover its actual costs and expenses, including, but not limited to, legal, fiscal, and engineering. If not sooner paid, the Special Assessment shall be payable in equal installments together with interest at a rate of 5.25% per annum over a period of twenty (20) years to be certified and the first installment due 2024.

- D. *Payment of Special Assessments.* Developer herein agrees that Developer shall pay all installments of the Special Assessment when due. In the event Developer fails to timely pay any installment of the Special Assessment, the City may draw upon the Surety (defined below) in an amount equal to the installment due and any fee and reasonable cost incurred by the City in conjunction with the said delinquent Special Assessment. Any such draw may be used by the City to pay for any fee and reasonable cost incurred by the City in conjunction with the said delinquent Special Assessments and with the remainder to be held by the City to pay any yearly debt services payments related to the Special Assessment. Any Surety funds referred to herein that are withdrawn that will be used by City for payment of its herein-referred uses will constitute a credit against the obligations for the Developer to pay such Special Assessment. Upon payment of the delinquent Special Assessment, City will repay to the Surety, to the extent that the delinquent Special Assessment have been paid, the Surety monies withdrawn, less any reasonable costs incurred by City in conjunction with the said delinquent Special Assessment.

5. ON AND OFF-SITE IMPROVEMENTS/ESCROW ITEMS. The City requires that the on and off-site improvements set forth on Exhibit 4 attached hereto be installed by Developer within and adjacent to the Property (hereinafter referred to as “**Escrow Items**”). The Surety (defined below) shall, among other things, be a guaranty to City that, except for boulevard improvements (sod and trees), the construction and completion of the Escrow Items by Developer, to City's satisfaction, will be completed on or before June 6, 2024, as may be extended in the reasonable discretion of the City. The boulevard improvements shall be completed to City's satisfaction within sixty (60) days of the date that a Certificate

of Occupancy (temporary or permanent) is issued by City, unless the Certificate of Occupancy is issued after October 1st or before April 30th in any given year, in which case the boulevard improvements shall be so completed by the following July 1st.

6. SURETY.

A. *Establishment.* Developer shall provide City, as a condition of release of the Final Plat, with cash or letter of credit, with the form and provider of the letter of credit that is satisfactory to City, in the amount of \$170,000.00 (herein referred to as the “**Surety**”). The Surety may be utilized by the City in the manner stated herein.,

B. *Release.* The Surety shall be maintained continuously by Developer, except as provided below. Developer may make application to City to reduce or release all or a portion of the Surety as follows:

(1) When another surety reasonably acceptable to the City is furnished to the City by Developer to replace a prior surety; or

(2) The Surety may be reduced to an amount equal to forty percent (40%) of the outstanding Special Assessment principal balance if the application clearly establishes that forty percent (40%) or more of the principal on the certified Special Assessment, as levied on the Property, has been paid; or

(3) When the Property receives a Certificate of Occupancy.

If, however, the Special Assessment is paid in full, then the Surety shall be maintained continuously by Developer in an amount of \$20,000.00 until the Escrow Items are completed to the City’s reasonable satisfaction. The Surety shall be released upon (i) no remaining Special Assessment principal and interest and (ii) certification of the City Engineer that the Escrow Items are satisfactorily completed pursuant to this Agreement.

C. *Surety Deficiency.* In the event that, pursuant to the terms of this Agreement, the City has the right to draw against the Surety, and in the event that the funds available thereunder are deficient in amount to pay or reimburse City the amounts due from Developer as required herein, Developer agrees that upon being billed by City, Developer will within thirty (30) days of said billing to Developer (i) pay said deficient amount to the City or (ii) provide a replacement surety. If there should be an overage in the amount of utilized security, City will, upon making said determination, within a reasonable time period refund to Developer any monies which City has in its possession which are in excess of the Surety needed by City. All Surety money

deposited with City shall be used by City for the purposes set forth in this Agreement for which the Surety was given.

- D. *Draw on Expiring Letter of Credit.* If a Surety is in the form of an irrevocable letter of credit, which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed, it is agreed that Developer shall provide City with a new letter of credit, acceptable to City as to provider and form, or a cash deposit, at least thirty (30) days prior to the expiration of the said expiring letter of credit. If a new letter of credit is not received as required above, City may declare a default in the terms of this Agreement and thence draw in part or in total, at City's discretion, upon the expiring letter of credit solely to avoid the loss of surety for the continued obligation, with such withdrawal considered thereafter as a cash escrow Surety.
7. DEVELOPER TO PAY ALL COSTS. The Developer shall pay upon demand all actual expenses incurred by the City in relation to the development of the Property. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees reasonably incurred in relation to development of the Property.
8. PARK DEDICATION. Pursuant to State Statute and City Code, the development of this Property requires a land dedication or a cash equivalent based on the rate approved by the City Council when the Final Plat is released for recording. The Developer has requested the use of Park Dedication credits from the Tiller Corporation credit bank to satisfy the park dedication for the Final Plat. The balance is currently at 60.13 acres. Tiller credit reduction calculates as follows: Lot 1, Block 1 of the Final Plat – 10.36 acres; Lot 2, Block 1 of the Final Plat – 9.86 acres; Lot 1, Block 2 of the Final Plat – 7.92 acres; Zachary Lane – 0.47 acres; and 73rd Place – 2.96 acres. The total park dedication is a 31.57 acres Tiller Corporation credit bank reduction. The remaining balance in the Tiller Corporation credit bank after the reduction is 28.56 acres. The determination regarding the park dedication requirements for the outlots of the Final Plat will be made at the time they are platted as buildable lots.

9. EROSION AND SILTATION CONTROL.

- A. *Financial Guarantee.* Before any grading is started on any site, all erosion control measures as shown on the approved erosion control plan, which is part of the Plans, shall be installed pursuant thereto. If the Developer has provided a financial security pursuant to City Code, Chapter 14, Article IV, for a grading permit for the Property prior to the execution of this Agreement (hereinafter referred to as the “**Grading Security**”), then, if the Grading Security is less than the Surety: (i) the Grading Security amount shall be deducted from the amount required for the Surety; or (ii) the Developer may replace the Grading Security with the full amount of the Surety. The Grading Security and Surety shall be held to insure, among other things, compliance with this Agreement and City Code and policies during construction. The Grading Security shall not be returned to Developer until all disturbed areas have permanent surfacing, buildings or permanent vegetation re-established.

In the event permanent surfacing, buildings or vegetation are not placed or re-established upon any disturbed area within the time established therefor by the City, City shall provide written notice of such failure to Developer, and Developer shall cure such default within thirty (30) days thereafter. Developer agrees that, if Developer fails to cure such default within such 30-day period, City is hereby granted permission to enter the Property and use the Grading Security and/or the Surety to place vegetation on said disturbed area in the manner prescribed by the approved landscaping plans, or in any other manner the City reasonably deems appropriate. Developer further agrees that should the Grading Security and/or Surety be insufficient to defray all of City’s costs related to such action, Developer will promptly pay City any additional and reasonable costs related thereto. City shall return any portion of the Grading Security remaining after City has reimbursed itself for all reasonable costs related to City’s placement of vegetation pursuant to this Section.

- B. *Erosion Control.* Developer shall be responsible for compliance with the approved erosion control plan, which is part of the Plans. Developer will be given telephone or e-mail notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 48 hours from the time of the telephone or e-mail notice. If said corrective work is not commenced within 48 hours of said telephone or e-mail notice, Developer hereby grants City permission to proceed with said corrective work and agrees to pay all reasonable expenses incurred by City in relation thereto. If it is determined, by the City that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not immediately respond to said unsatisfactory condition, Developer hereby grants City the right to enter upon the Property and correct said

condition at Developer's expense. City shall be entitled to all of its costs and expenses including, but not limited to actual legal, fiscal, administrative and engineering. For reimbursement for said costs and expenses, City may, at its option and in addition to other remedies available, invoice Developer for direct payment from the Grading Security or the Surety.

10. MAINTAIN PUBLIC PROPERTY DAMAGED OR CLUTTERED DURING CONSTRUCTION. Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, streets, street subbase, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Property, except for damage caused by the City, its employees, agents or contractors in connection with City's construction of the Petition Items or its willful misconduct or gross negligence. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in the Property by Developer, its agents, employees, and contractors. In the event Developer fails to maintain or repair the damaged public property referred to aforesaid, the City shall provide written notice of such failure to Developer and, if such failure is not cured within thirty (30) days thereafter, Developer hereby agrees that City may undertake making or causing said damage or clutter to be repaired or cleaned. When City undertakes such repair, Developer shall reimburse City for all of its expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days of being billed, the City may, among other remedies available, draw from the Surety.

11. STREET CLEANING.

- A. Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Property. A copy of said contract shall be submitted to and approved by City prior to the issuance of a grading permit. This contract shall name City as an authorized agent to order street cleaning services as City deems necessary. The cost of the street cleaning under the contract shall be paid for by Developer.

B. During development of the Property, Developer shall keep the streets adjoining its development free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, City is hereby authorized to immediately commence street cleaning operations if the streets are not cleaned by the Developer by 3:30 PM the day of the violation. If conditions are such that street cleaning operations are immediately necessary, City may perform the necessary street cleaning. City will then bill the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within thirty (30) days of such billing may result in, among other remedies available, City drawing funds from the Surety.

12. VIOLATION OF AGREEMENT. In the event that Developer, its successors or assigns violates any of the covenants and agreements herein contained, City shall give written notice thereof to the Developer. Unless otherwise expressly provided for herein, if Developer fails to cure such violation within thirty (30) days after such notice, City, in addition to all other remedies available by law or under this Agreement, is hereby granted the right and privilege to declare all of the Special Assessment levied as taxes or otherwise and any deficiencies governed by this Agreement due and payable immediately to the City in full and may exercise any other rights in this Agreement. Developer hereby grants City and City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by City to complete Developer's obligations created herein.

13. NOTIFICATION INFORMATION. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service via certified or registered mail (receipt requested); provided, that a Notice may be sent by e-mail or telephone where expressly permitted by this Agreement. A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to City:

City of Maple Grove
c/o City Clerk
12800 Arbor Lakes Parkway
Maple Grove, Minnesota 55369
Email: Adietl@maplegrovern.gov
Telephone: (763) 494-6000

If to Developer:

Arbor Lakes Building 7, LLC
Attn: Josh Budish
200 Southdale Center
Minneapolis, MN 55435
Email: josh@endeavorshield.com
Telephone: _____

With Copy to:

Hoff Barry, P.A.
Attn: Scott B. Landsman
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344
Email: slandsman@hoffbarry.com
Telephone: (952) 746-2700

With Copy to:

Taft
Attn: Patrick Lindmark
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Email: plindmark@taftlaw.com
Telephone: _____

14. MISCELLANEOUS.

- A. *Access.* City shall have access to the Property for the purpose to construct the Petition Items, to conduct any reasonable inspections, and as otherwise allowed under this Agreement. Such access rights include, but are not limited to, the right to displace soil and store items and machinery related to the said improvements.
- B. *Entire Agreement.* This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. Developer shall record this Agreement against the title to the Property along with the recording of the Final Plat. Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.
- C. *Governing Law.* It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

- D. *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. *Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- F. *Time is of the Essence.* Time is of the essence in the performance of the terms and obligations of this Agreement.
- G. *Modification.* Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- H. *Warrant of Authority.* Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on and runs with the Property as a first and prior lien and that it is binding all current and future owners.
- I. *Non-Waiver.* The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- J. *Cumulative Rights.* Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

The remainder of this page intentionally left blank; signature pages and exhibits follow

IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

CITY OF MAPLE GROVE,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Clerk

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)ss.
CITY OF MAPLE GROVE)

On this ___ day of _____, 2023, before me personally appeared Mark Steffenson and Amy Dietl to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Clerk of the CITY OF MAPLE GROVE, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Mark Steffenson and Amy Dietl acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

EXHIBIT 1

**Legal Description for
the Property**

Lot 1, Block 2, Arbor Lakes Business Park 4th Addition, according the recorded plat thereof,
Hennepin County, Minnesota.

EXHIBIT 2

Reassessment

Description	Square footage	Reassessment
<i>Overall</i>	2,542,652	\$3,384,839.76
L1, B1	461,445	\$614,286.73
L2, B1	439,955	\$585,678.72
L1, B2	355,363	\$473,067.81
Outlot B	193,722	\$257,887.41
Outlot C	1,092,167	\$1,453,919.09

EXHIBIT 3

Petition Items

Description	Square Footage	Remaining Trunk Benefit			Lateral Benefit (Estimated)	Storm Pond Credits	Totals
		Trans/Water	Sanitary	Storm			
<i>Overall</i>	2,542,652	<i>\$1,183,820.84</i>	<i>\$581,878.04</i>	<i>\$1,685,439.84</i>	<i>\$1,800,000.00</i>	<i>(\$566,868.03)</i>	<i>\$4,694,270.69</i>
L1, B1	461,445	\$214,841.91	\$105,600.26	\$305,876.62	\$326,667.20	(\$101,061.40)	\$851,924.59
L2, B1	439,955	\$204,836.48	\$100,682.34	\$291,631.61	\$311,453.95	(\$96,354.86)	\$812,249.52
L1, B2	355,363	\$165,451.71	\$81,323.72	\$235,558.37	\$251,569.39	(\$77,828.30)	\$656,074.89
Outlot B	193,722	\$90,194.07	\$44,332.68	\$128,411.90	\$137,140.12	(\$42,427.19)	\$357,651.58
Outlot C	1,092,167	\$508,496.67	\$249,939.04	\$723,961.34	\$773,169.34	(\$239,196.28)	\$2,016,370.11

Notes:

- Square footage shown for buildable lots each include 1/3 of Outlot A (Commerce Drive)
- Lateral Benefit is estimated, final assessments will be adjusted to reflect actual construction costs

EXHIBIT 4

Escrow Items

The following and those items that are required improvements as part of State Statute, City Code and the resolutions approving the development of the Property:

A. Boulevard Improvements

1. Installation of boulevard sod.
2. Planting of boulevard trees in compliance with the Plans, this Agreement and City Code. Said boulevard tree shall be of a variety as identified in the Maple Grove Arbor Committee Suggested Tree Variety listing, and shall not be planted within the street right-of-way or within a drainage and utility easement.

B. Grading/Erosion Control

All site grading shall be graded in accordance with the approved grading and development plan. All erosion control shall be installed per the erosion control plan approved by the City Engineer.

C. Monumentation

Lot Corner Pins

Install lot corner pins and/or monuments at locations shown on the final plat which will not have said pins and/or monuments installed at the time the final plat will be recorded at Hennepin County.

D. Boulevard Erosion Control

All erosion controls shall be maintained in the boulevard area.

E. Street Cleaning

All streets in the vicinity of this development shall be kept free of any dirt and debris during all phases of construction.

This Instrument Drafted By:

Hoff Barry, P.A. (SBL)
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344

**DEVELOPER'S AGREEMENT
ARBOR LAKES BUSINESS PARK 4th ADDITION
BUILDINGS 5 AND 6**

THIS DEVELOPER'S AGREEMENT ARBOR LAKES BUSINESS PARK 4th ADDITION BUILDINGS 5 AND 6 (hereinafter referred to as "**Agreement**") entered into this _____ day of _____, 2023 (hereinafter referred to as the "**Effective Date**") by and between ARBOR LAKES 2 INDUSTRIAL OWNER, LLC, a Delaware limited liability company, (hereinafter referred to as "**Developer**") and the CITY OF MAPLE GROVE, a Minnesota municipal corporation (hereinafter referred to as "**City**"; Developer and City sometimes individually referred to as "**Party**" and collectively "**Parties**").

RECITALS

WHEREAS, Developer is the fee owner of that land located in Hennepin County, Minnesota, legally described on attached Exhibit 1 (hereinafter referred to as "**Property**"); and

WHEREAS, on February 22, 2022, the City Council passed Resolution No. 22-045 conditionally approving Planned Unit Development (hereinafter referred to as "**PUD**") – Concept Stage Plan for Phase 3 of the Arbor Lakes Business Park development on land that includes the Property; and

WHEREAS, on June 6, 2022, the City Council passed Resolution No. 22-103 (hereinafter Resolution No. 22-045 and Resolution No. 22-103 collectively referred to as the "**City Resolutions**"), conditionally approving the PUD – Development Stage Plan, preliminary plat, and final plat to develop Lot 1, Block 1 of the Final Plat (defined below) with a 201,824 square foot manufacturing/office/warehousing building and Lot 2, Block 1 of the Final Plat with a 201,824 square foot manufacturing/office/warehousing building, which conditional approval includes the: (i) PUD – Development Stage Plan plans, drafted by Alliant Engineering, last dated with City comments on May 2, 2022 (hereinafter referred to as the "**Plans**"), which Plans Cover Sheet (Sheet C-0.0) is attached as Exhibit B to Resolution 22-103; (ii) the Plans also include the elevations, drafted by Patrick C. Harris, last dated with City comments May 3, 2022; (iii) preliminary plat of the Property (hereinafter referred to as "**Preliminary Plat**"), which Preliminary Plat is Sheet C-2.0 of the Plans; and (iv) the final plat for Arbor Lake Business Park 4th Addition, drafted by Alliant Engineering (herein referred to as the "**Final Plat**"); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the Parties and subsequent owners the understandings and agreements of the Parties concerning the development of the Property.

NOW, THEREFORE, it is hereby and herein mutually agreed, in consideration of each Party's promises and considerations herein set forth, as follows:

1. **INCORPORATION; PLANS.** The above Recitals, the City Resolutions, the Plans, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein. The Plans may be amended after the Effective Date by request of the Developer and as approved in writing by the City Engineer and/or the City Director of Community and Economic Development. Any such approved amendments to the Plans shall be incorporated into and be part of this Agreement.

2. **RELEASE OF PREVIOUS AGREEMENTS.** Upon the recording of this Agreement with Hennepin County, the Property is hereby released from the encumbrance of the following documents, each of which is recorded in Hennepin County, Minnesota:
 - A. That Developer's Agreement, Arbor Lakes Business Park, dated March 14, 2018, recorded March 19, 2018, as Document No. A10536706; and
 - B. That Developer's Agreement, Fountains at Arbor Lakes, dated October 21, 2005, recorded October 25, 2005, as Document No. 8680322, as affected by Assignment of Developer's Agreement and Assumption Agreement, dated June 29, 2007, recorded July 26, 2007, as Document No. 9013977.

3. **EXISTING DEFERRED SPECIAL ASSESSMENTS; REASSESSMENT.** The Property and other properties that are part of the Final Plat are subject to a current deferred assessments (Levy Nos. 18531D, 20192, 18531D, and 18539D) in the amount of \$3,384,839.76 (hereinafter referred to as the "**Existing Deferred Assessments**"), which Existing Deferred Assessments amount is valid until November 1, 2023. The Developer has made application to equitably reapportion the Existing Deferred Assessments among the lots of the Final Plat .

A portion of the Existing Deferred Assessments reapportioned as provided above, if activated, would be payable over a 5-year period. The City has determined that this 5-year period may create a hardship on the Developer and the City and Developer agree to a reassessment of a proportionate share of the Existing Deferred Assessments in relation to the lots of the Final Plat, pursuant to Minn. Stat. §429.071, subd. 2, against the Property and allocated among the lots of the Final Plat as provided for in Exhibit 2, which proportionate share allocated to the Property totals \$1,199,965.45 (L1, B1 - \$614,286.73; L2, B1 - \$585,678.72), to be payable in equal installments over a twenty (20)-year period accruing interest of 5.25% per annum to be certified and the first installment due 2024 (hereinafter referred to as the "**Reassessment**").

Developer acknowledges and understands that it has certain rights contained in, but not limited to, Minn. Stat. §§429.031, 429.061, 429.071 and 429.081, and Developer acknowledges and agrees that it is voluntarily waving those rights in connection with

the Reassessment, including, but not limited to, all rights to hearings before the City afforded under Minn. Stat., Chapter 429, specifically including hearings under Minn. Stat. §§429.031 and 429.061. In addition, the Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the Reassessment being levied against the Property is excessive.

4. PETITION ITEMS.

- A. *Petition for Improvements.* Developer herein petitions the City to construct as a part of the City's Improvement Project Nos. 17-19 and 23-11 and/or any other City project deemed appropriate by the City (hereinafter referred to as “**Project Nos. 17-19/23-11**” or “**City’s Improvement Project Nos. 17-19/23-11**”), the improvements referred to as “**Petition Items**” in Exhibit 3, attached hereto and incorporated herein (hereinafter collectively referred to as the “**City Project**”). Developer acknowledges and agrees that part of the City Project is constructed (labeled “**Remaining Trunk Benefit**” on attached Exhibit 3) and lateral improvements to be constructed (labeled “**Lateral Benefit (Estimated)**” on attached Exhibit 3).
- B. *Waiver.* Developer hereby acknowledges and agrees that said Petition Items will add value to the Property and that the Property will benefit by said improvements in an amount at least equal to the amount of \$1,664,174.11, as shown on Exhibit 3, (L1, B1 - \$851,924.59; L2, B1 - \$812,249.52) is proposed to be specially assessed against said Property (hereinafter referred to as “**Special Assessment**”). Developer expressly waives (i) all rights to hearings before the City afforded under Minnesota Statutes, Chapter 429, specifically including hearings under Minn. Stat. §§429.031 and 429.061 and (ii) all rights to appeal in the Courts any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment being levied against the Property is excessive, as the said rights therein granted relate to the City Project in the amount of the Special Assessment (hereinafter referred to as the “**Waiver**”).
- C. *Project.* City shall construct, at its discretion, as part of its City Project, the Petition Items, pursuant to its regular methods of making public improvements. As prerequisite to the City commencing said construction:
- (1) Developer shall prepare the Property to allow for the construction of the Petition Items, which preparation shall include, but is not limited to, mass grading and sub-grade elevations as set forth in the development plans approved by the City Council;
 - (2) the draft feasibility report amount for the Lateral Benefit (Estimated) exceeds the amount set forth above. If the final and

approved feasibility report exceeds the above, an amendment to this Agreement shall be executed between the Parties to increase the Waiver amount and amend Exhibit 3; and

- (3) in the event that the actual bid costs for the City Project (hereinafter referred to as “**Bid Costs**”) are greater than the Special Assessment amount, then an amendment to this Agreement shall be executed between the Parties to increase the Waiver amount and amend Exhibit 3 to incorporate the actual Bid Costs and reasonable change orders.

Developer agrees that the Special Assessment for such Petition Items may be levied by City, without Developer's objection, after construction is commenced, in accordance with Minn. Stat. Ch. 429 and that City may recover its actual costs and expenses, including, but not limited to, legal, fiscal, and engineering. If not sooner paid, the Special Assessment shall be payable in equal installments together with interest at a rate of 5.25% per annum over a period of twenty (20) years to be certified and the first installment due 2024.

- D. *Payment of Special Assessments.* Developer herein agrees that Developer shall pay all installments of the Special Assessment when due. In the event Developer fails to timely pay any installment of the Special Assessment, the City may draw upon the Surety (defined below) in an amount equal to the installment due and any fee and reasonable cost incurred by the City in conjunction with the said delinquent Special Assessment. Any such draw may be used by the City to pay for any fee and reasonable cost incurred by the City in conjunction with the said delinquent Special Assessments and with the remainder to be held by the City to pay any yearly debt services payments related to the Special Assessment. Any Surety funds referred to herein that are withdrawn that will be used by City for payment of its herein-referred uses will constitute a credit against the obligations for the Developer to pay such Special Assessment. Upon payment of the delinquent Special Assessment, City will repay to the Surety, to the extent that the delinquent Special Assessment have been paid, the Surety monies withdrawn, less any reasonable costs incurred by City in conjunction with the said delinquent Special Assessment.

5. ON AND OFF-SITE IMPROVEMENTS/ESCROW ITEMS. The City requires that the on and off-site improvements set forth on Exhibit 4 attached hereto be installed by Developer within and adjacent to the Property (hereinafter referred to as “**Escrow Items**”). The Surety (defined below) shall, among other things, be a guaranty to City that, except for boulevard improvements (sod and trees), the construction and completion of the Escrow Items by Developer, to City's satisfaction, will be completed on or before June 6, 2024, as may be extended in

the reasonable discretion of the City. The boulevard improvements shall be completed to City's satisfaction within sixty (60) days of the date that a Certificate of Occupancy (temporary or permanent) is issued by City, unless the Certificate of Occupancy is issued after October 1st or before April 30th in any given year, in which case the boulevard improvements shall be so completed by the following July 1st.

6. SURETY.

A. *Establishment.* Developer shall provide City, as a condition of release of the Final Plat, with cash or letter of credit, with the form and provider of the letter of credit that is satisfactory to City, in the amount of \$550,000.00 (herein referred to as the "**Surety**"). The Surety may be utilized by the City in the manner stated herein.

B. *Release.* The Surety shall be maintained continuously by Developer, except as provided below. Developer may make application to City to reduce or release all or a portion of the Surety as follows:

(1) When another surety reasonably acceptable to the City is furnished to the City by Developer to replace a prior surety; or

(2) The Surety may be reduced to an amount equal to forty percent (40%) of the outstanding Special Assessment principal balance if the application clearly establishes that forty percent (40%) or more of the principal on the certified Special Assessment, as levied on the Property, has been paid; or

(3) When the Property receives a Certificate of Occupancy.

If, however, the Special Assessment is paid in full, then the Surety shall be maintained continuously by Developer in an amount of \$20,000.00 until the Escrow Items are completed to the City's reasonable satisfaction. The Surety shall be released upon (i) no remaining Special Assessment principal and interest and (ii) certification of the City Engineer that the Escrow Items are satisfactorily completed pursuant to this Agreement.

C. *Surety Deficiency.* In the event that, pursuant to the terms of this Agreement, the City has the right to draw against the Surety, and in the event that the funds available thereunder are deficient in amount to pay or reimburse City the amounts due from Developer as required herein, Developer agrees that upon being billed by City, Developer will within thirty (30) days of said billing to Developer (i) pay said deficient amount to the City or (ii) provide a replacement surety. If there should be an overage in the amount of utilized security, City will, upon making said determination, within a reasonable time period refund to Developer any monies which City has in its possession

which are in excess of the Surety needed by City. All Surety money deposited with City shall be used by City for the purposes set forth in this Agreement for which the Surety was given.

D. *Draw on Expiring Letter of Credit.* If a Surety is in the form of an irrevocable letter of credit, which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed, it is agreed that Developer shall provide City with a new letter of credit, acceptable to City as to provider and form, or a cash deposit, at least thirty (30) days prior to the expiration of the said expiring letter of credit. If a new letter of credit is not received as required above, City may declare a default in the terms of this Agreement and thence draw in part or in total, at City's discretion, upon the expiring letter of credit solely to avoid the loss of surety for the continued obligation, with such withdrawal considered thereafter as a cash escrow Surety.

7. DEVELOPER TO PAY ALL COSTS. The Developer shall pay upon demand all actual expenses incurred by the City in relation to the development of the Property. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees reasonably incurred in relation to development of the Property.
8. PARK DEDICATION. Pursuant to State Statute and City Code, the development of this Property requires a land dedication or a cash equivalent based on the rate approved by the City Council when the Final Plat is released for recording. The Developer has requested the use of Park Dedication credits from the Tiller Corporation credit bank to satisfy the park dedication for the Final Plat. The balance is currently at 60.13 acres. Tiller credit reduction calculates as follows: Lot 1, Block 1 of the Final Plat – 10.36 acres; Lot 2, Block 1 of the Final Plat – 9.86 acres; Lot 1, Block 2 of the Final Plat – 7.92 acres; Zachary Lane – 0.47 acres; and 73rd Place – 2.96 acres. The total park dedication is a 31.57 acres Tiller Corporation credit bank reduction. The remaining balance in the Tiller Corporation credit bank after the reduction is 28.56 acres. The determination regarding the park dedication requirements for the outlots of the Final Plat will be made at the time they are platted as buildable lots.

9. EROSION AND SILTATION CONTROL.

- A. FINANCIAL GUARANTEE. Before any grading is started on any site, all erosion control measures as shown on the approved erosion control plan, which is part of the Plans, shall be installed pursuant thereto. If the Developer has provided a financial security pursuant to City Code, Chapter 14, Article IV, for a grading permit for the Property prior to the execution of this Agreement (hereinafter referred to as the “**Grading Security**”), then, if the Grading Security is less than the Surety: (i) the Grading Security amount shall be deducted from the amount required for the Surety; or (ii) the Developer may replace the Grading Security with the full amount of the Surety. The Grading Security and Surety shall be held to insure, among other things, compliance with this Agreement and City Code and policies during construction. The Grading Security shall not be returned to Developer until all disturbed areas have permanent surfacing, buildings or permanent vegetation re-established.

In the event permanent surfacing, buildings or vegetation are not placed or re-established upon any disturbed area within the time established therefor by the City, City shall provide written notice of such failure to Developer, and Developer shall cure such default within thirty (30) days thereafter. Developer agrees that, if Developer fails to cure such default within such 30-day period, City is hereby granted permission to enter the Property and use the Grading Security and/or the Surety to place vegetation on said disturbed area in the manner prescribed by the approved landscaping plans, or in any other manner the City reasonably deems appropriate. Developer further agrees that should the Grading Security and/or Surety be insufficient to defray all of City’s costs related to such action, Developer will promptly pay City any additional and reasonable costs related thereto. City shall return any portion of the Grading Security remaining after City has reimbursed itself for all reasonable costs related to City’s placement of vegetation pursuant to this Section.

- B. EROSION CONTROL. Developer shall be responsible for compliance with the approved erosion control plan, which is part of the Plans. Developer will be given telephone or e-mail notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 48 hours from the time of the telephone or e-mail notice. If said corrective work is not commenced within 48 hours of said telephone or e-mail notice, Developer hereby grants City permission to proceed with said corrective work and agrees to pay all reasonable expenses incurred by City in relation thereto. If it is determined, by the City that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not immediately respond to said unsatisfactory condition, Developer

hereby grants City the right to enter upon the Property and correct said condition at Developer's expense. City shall be entitled to all of its costs and expenses including, but not limited to actual legal, fiscal, administrative and engineering. For reimbursement for said costs and expenses, City may, at its option and in addition to other remedies available, invoice Developer for direct payment from the Grading Security or the Surety.

10. MAINTAIN PUBLIC PROPERTY DAMAGED OR CLUTTERED DURING CONSTRUCTION. Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, streets, street subbase, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Property, except for damage caused by the City, its employees, agents or contractors in connection with City's construction of the Petition Items or its willful misconduct or gross negligence. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in the Property by Developer, its agents, employees, and contractors. In the event Developer fails to maintain or repair the damaged public property referred to aforesaid, the City shall provide written notice of such failure to Developer and, if such failure is not cured within thirty (30) days thereafter, Developer hereby agrees that City may undertake making or causing said damage or clutter to be repaired or cleaned. When City undertakes such repair, Developer shall reimburse City for all of its expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days of being billed, the City may, among other remedies available, draw from the Surety.

11. STREET CLEANING.
 - A. Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Property. A copy of said contract shall be submitted to and approved by City prior to the issuance of a grading permit. This contract shall name City as an authorized agent to order street cleaning services as City deems necessary. The cost of the street cleaning under the contract shall be paid for by Developer.

B. During development of the Property, Developer shall keep the streets adjoining its development free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, City is hereby authorized to immediately commence street cleaning operations if the streets are not cleaned by the Developer by 3:30 PM the day of the violation. If conditions are such that street cleaning operations are immediately necessary, City may perform the necessary street cleaning. City will then bill the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within thirty (30) days of such billing may result in, among other remedies available, City drawing funds from the Surety.

12. VIOLATION OF AGREEMENT. In the event that Developer, its successors or assigns violates any of the covenants and agreements herein contained, City shall give written notice thereof to the Developer. Unless otherwise expressly provided for herein, if Developer fails to cure such violation within thirty (30) days after such notice, City, in addition to all other remedies available by law or under this Agreement, is hereby granted the right and privilege to declare all of the Special Assessment levied as taxes or otherwise and any deficiencies governed by this Agreement due and payable immediately to the City in full and may exercise any other rights in this Agreement. Developer hereby grants City and City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by City to complete Developer's obligations created herein.

13. NOTIFICATION INFORMATION. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service via certified or registered mail (receipt requested); provided, that a Notice may be sent by e-mail or telephone where expressly permitted by this Agreement. A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to City:

City of Maple Grove
c/o City Clerk
12800 Arbor Lakes Parkway
Maple Grove, Minnesota 55369
Email: Adietl@maplegrovern.gov
Telephone: (763) 494-6000

If to Developer:

Arbor Lakes 2 Industrial Owner, LLC
Attn: Josh Budish
200 Southdale Center
Minneapolis, MN 55435
Email: josh@endeavorshield.com
Telephone: _____

With Copy to:

Hoff Barry, P.A.
Attn: Scott B. Landsman
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344
Email: slandsman@hoffbarry.com
Telephone: (952) 746-2700

With Copy to:

Taft
Attn: Patrick Lindmark
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Email: plindmark@taftlaw.com
Telephone: _____

14. MISCELLANEOUS.

- A. *Access.* City shall have access to the Property for the purpose to construct the Petition Items, to conduct any reasonable inspections, and as otherwise allowed under this Agreement. Such access rights include, but are not limited to, the right to displace soil and store items and machinery related to the said improvements and a temporary bypass between Zachary Lane and Fountains Drive during the construction of the roundabout that serves, among other land, the Property.
- B. *Entire Agreement.* This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. Developer shall record this Agreement against the title to the Property along with the recording of the Final Plat. Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.
- C. *Governing Law.* It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or

claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

- D. *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. *Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- F. *Time is of the Essence.* Time is of the essence in the performance of the terms and obligations of this Agreement.
- G. *Modification.* Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- H. *Warrant of Authority.* Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on and runs with the Property as a first and prior lien and that it is binding all current and future owners.
- I. *Non-Waiver.* The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- J. *Cumulative Rights.* Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

The remainder of this page intentionally left blank; signature pages and exhibits follow

IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

CITY OF MAPLE GROVE,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Clerk

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)ss.
CITY OF MAPLE GROVE)

On this ___ day of _____, 2023, before me personally appeared Mark Steffenson and Amy Dietl to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Clerk of the CITY OF MAPLE GROVE, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Mark Steffenson and Amy Dietl acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

ARBOR LAKES 2 INDUSTRIAL OWNER, LLC,
a Delaware limited liability company

By: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this ___ day of _____, 2023, by
_____, the _____ of ARBOR LAKES 2
INDUSTRIAL OWNER, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public

EXHIBIT 1

**Legal Description for
the Property**

Lots 1 and 2, Block 1, Arbor Lakes Business Park 4th Addition, according the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT 2

Reassessment

Description	Square footage	Reassessment
<i>Overall</i>	2,542,652	\$3,384,839.76
L1, B1	461,445	\$614,286.73
L2, B1	439,955	\$585,678.72
L1, B2	355,363	\$473,067.81
Outlot B	193,722	\$257,887.41
Outlot C	1,092,167	\$1,453,919.09

EXHIBIT 3

Petition Items

Description	Square Footage	Remaining Trunk Benefit			Lateral Benefit (Estimated)	Storm Pond Credits	Totals
		Trans/Water	Sanitary	Storm			
<i>Overall</i>	2,542,652	\$1,183,820.84	\$581,878.04	\$1,685,439.84	\$1,800,000.00	(\$566,868.03)	\$4,694,270.69
L1, B1	461,445	\$214,841.91	\$105,600.26	\$305,876.62	\$326,667.20	(\$101,061.40)	\$851,924.59
L2, B1	439,955	\$204,836.48	\$100,682.34	\$291,631.61	\$311,453.95	(\$96,354.86)	\$812,249.52
L1, B2	355,363	\$165,451.71	\$81,323.72	\$235,558.37	\$251,569.39	(\$77,828.30)	\$656,074.89
Outlot B	193,722	\$90,194.07	\$44,332.68	\$128,411.90	\$137,140.12	(\$42,427.19)	\$357,651.58
Outlot C	1,092,167	\$508,496.67	\$249,939.04	\$723,961.34	\$773,169.34	(\$239,196.28)	\$2,016,370.11

Notes:

- Square footage shown for buildable lots each include 1/3 of Outlot A (Commerce Drive)
- Lateral Benefit is estimated, final assessments will be adjusted to reflect actual construction costs

EXHIBIT 4

Escrow Items

The following and those items that are required improvements as part of State Statute, City Code and the resolutions approving the development of the Property:

A. Boulevard Improvements

1. Installation of boulevard sod.
2. Planting of boulevard trees in compliance with the Plans, this Agreement and City Code. Said boulevard tree shall be of a variety as identified in the Maple Grove Arbor Committee Suggested Tree Variety listing, and shall not be planted within the street right-of-way or within a drainage and utility easement.

B. Grading/Erosion Control

All site grading shall be graded in accordance with the approved grading and development plan. All erosion control shall be installed per the erosion control plan approved by the City Engineer.

C. Monumentation

Lot Corner Pins

Install lot corner pins and/or monuments at locations shown on the final plat which will not have said pins and/or monuments installed at the time the final plat will be recorded at Hennepin County.

D. Boulevard Erosion Control

All erosion controls shall be maintained in the boulevard area.

E. Street Cleaning

All streets in the vicinity of this development shall be kept free of any dirt and debris during all phases of construction.

This Instrument Drafted By:

Hoff Barry, P.A. (SBL)
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344

**DEVELOPER'S AGREEMENT
ARBOR LAKES BUSINESS PARK 4th ADDITION
OUTLOTS A, B, AND C**

THIS DEVELOPER'S AGREEMENT ARBOR LAKES BUSINESS PARK 4th ADDITION OUTLOTS A, B, AND C (hereinafter referred to as "**Agreement**") entered into this _____ day of _____, 2023 (hereinafter referred to as the "**Effective Date**") by and between ARBOR LAKES INDUSTRIAL OWNER, LLC, a Delaware limited liability company, (hereinafter referred to as "**Developer**") and the CITY OF MAPLE GROVE, a Minnesota municipal corporation (hereinafter referred to as "**City**"; Developer and City sometimes individually referred to as "**Party**" and collectively "**Parties**").

RECITALS

WHEREAS, Developer is the fee owner of that land located in Hennepin County, Minnesota, legally described on attached Exhibit 1 (hereinafter referred to as "**Property**"); and

WHEREAS, on February 22, 2022, the City Council passed Resolution No. 22-045 conditionally approving Planned Unit Development (hereinafter referred to as "**PUD**") – Concept Stage Plan for Phase 3 of the Arbor Lakes Business Park development on land that includes the Property; and

WHEREAS, on June 6, 2022, the City Council passed Resolution No. 22-103 (hereinafter Resolution No. 22-045 and Resolution No. 22-103 collectively referred to as the "**City Resolutions**"), conditionally approving the PUD – Development Stage Plan, preliminary plat, and final plat for the Property, which conditional approval includes the: (i) PUD – Development Stage Plan plans, drafted by Alliant Engineering, last dated with City comments on May 2, 2022 (hereinafter referred to as the "**Plans**"), which Plans Cover Sheet (Sheet C-0.0) is attached as Exhibit B to Resolution 22-103; (ii) the Plans also include the elevations, drafted by Patrick C. Harris, last dated with City comments May 3, 2022; (iii) preliminary plat of the Property (hereinafter referred to as "**Preliminary Plat**"), which Preliminary Plat is Sheet C-2.0 of the Plans; and (iv) the final plat for Arbor Lake Business Park 4th Addition, drafted by Alliant Engineering (herein referred to as the "**Final Plat**"); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the Parties and subsequent owners the understandings and agreements of the Parties concerning the development of the Property.

NOW, THEREFORE, it is hereby and herein mutually agreed, in consideration of each Party's promises and considerations herein set forth, as follows:

1. INCORPORATION; PLANS. The above Recitals, the City Resolutions, the Plans, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein. The Plans may be amended after the Effective Date by request of the Developer and as approved in writing by the City Engineer and/or the City Director of Community and Economic Development. Any such approved amendments to the Plans shall be incorporated into and be part of this Agreement.

2. RELEASE OF PREVIOUS AGREEMENTS. Upon the recording of this Agreement with Hennepin County, the Property is hereby released from the encumbrance of the following documents, each of which is recorded in Hennepin County, Minnesota:
 - A. That Developer's Agreement, Arbor Lakes Business Park, dated March 14, 2018, recorded March 19, 2018, as Document No. A10536706; and

 - B. That Developer's Agreement, Fountains at Arbor Lakes, dated October 21, 2005, recorded October 25, 2005, as Document No. 8680322, as affected by Assignment of Developer's Agreement and Assumption Agreement, dated June 29, 2007, recorded July 26, 2007, as Document No. 9013977.

3. EXISTING DEFERRED SPECIAL ASSESSMENTS; REASSESSMENT. The Property and other properties that are part of the Final Plat are subject to a current deferred assessments (Levy Nos. 18531D, 20192, 18531D, and 18539D) in the amount of \$3,384,839.76 (hereinafter referred to as the "**Existing Deferred Assessments**"), which Existing Deferred Assessments amount is valid until November 1, 2023. The Developer has made application to equitably reapportion the Existing Deferred Assessments among the lots of the Final Plat.

A portion of the Existing Deferred Assessments reapportioned as provided above, if activated, would be payable over a 5-year period. The City has determined that this 5-year period may create a hardship on the Developer and the City and Developer agree to a reassessment of a proportionate share of the Existing Deferred Assessments in relation to the lots of the Final Plat, pursuant to Minn. Stat. §429.071, subd. 2, against the Property and allocated among the lots of the Final Plat as provided for in Exhibit 2, which proportionate share allocated to the Property totals \$1,711,806.50 (Outlot B - \$257,887.41; Outlot C - \$1,453,919.09) (hereinafter referred to as the "**Reassessment**"). Developer agrees that the Reassessment may be levied by City without Developer's objection.

The levied Reassessment against the Property shall be deferred from certification with Hennepin County (hereinafter referred to as the "**Deferred Allocation**"), with interest on the outstanding balance accruing at 5.25% per annum, until the earlier of (i) the Property being platted as buildable lots, or (ii) six (6) years after the Effective Date (hereinafter referred to as the "**Deferment Period**"); provided, however, if (i) above is met, then such Deferred Allocation principal and interest shall only be

activated for certification with Hennepin County on that outlot being platted as a buildable lot. Any Deferred Allocation activated as provided for above shall be payable in equal installments together with interest thereon at 5.25% per annum over a period of twenty (20) years.

Developer acknowledges and understands that it has certain rights contained in, but not limited to, Minn. Stat. §§429.031, 429.061, 429.071 and 429.081, and Developer acknowledges and agrees that it is voluntarily waving those rights in connection with the Reassessment, including, but not limited to, all rights to hearings before the City afforded under Minn. Stat., Chapter 429, specifically including hearings under Minn. Stat. §§429.031 and 429.061. In addition, the Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the Reassessment being levied against the Property is excessive.

4. PETITION ITEMS.

- A. *Petition for Improvements.* Developer herein petitions the City to construct as a part of the City's Improvement Project Nos. 17-19 and 23-11 and/or any other City project deemed appropriate by the City (hereinafter referred to as "**Project Nos. 17-19/23-11**" or "**City's Improvement Project Nos. 17-19/23-11**"), the improvements referred to as "**Petition Items**" in Exhibit 3, attached hereto and incorporated herein (hereinafter collectively referred to as the "**City Project**"). Developer acknowledges and agrees that part of the City Project is constructed (labeled "**Remaining Trunk Benefit**" on attached Exhibit 3) and lateral improvements to be constructed (labeled "**Lateral Benefit (Estimated)**" on attached Exhibit 3).
- B. *Waiver.* Developer hereby acknowledges and agrees that said Petition Items will add value to the Property and that the Property will benefit by said improvements in an amount at least equal to the amount of \$2,374,021.69, as shown on Exhibit 3, (Outlot B - \$357,651.58; Outlot C - \$2,016,370.11) is proposed to be specially assessed against said Property (hereinafter referred to as "**Special Assessment**"). Developer expressly waives (i) all rights to hearings before the City afforded under Minnesota Statutes, Chapter 429, specifically including hearings under Minn. Stat. §§429.031 and 429.061 and (ii) all rights to appeal in the Courts any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment being levied against the Property is excessive, as the said rights therein granted relate to the City Project in the amount of the Special Assessment (hereinafter referred to as the "**Waiver**").
- C. *Project.* City shall construct, at its discretion, as part of its City Project, the Petition Items, pursuant to its regular methods of making public improvements. As prerequisite to the City commencing said construction:

- (1) Developer shall prepare the Property to allow for the construction of the Petition Items, which preparation shall include, but is not limited to, mass grading and sub-grade elevations as set forth in the development plans approved by the City Council;
- (2) the draft feasibility report amount for the Lateral Benefit (Estimated) exceeds the amount set forth above. If the final and approved feasibility report exceeds the above, an amendment to this Agreement shall be executed between the Parties to increase the Waiver amount and amend Exhibit 3; and
- (3) in the event that the actual bid costs for the City Project (hereinafter referred to as “**Bid Costs**”) are greater than the Special Assessment amount, then an amendment to this Agreement shall be executed between the Parties to increase the Waiver amount and amend Exhibit 3 to incorporate the actual Bid Costs and reasonable change orders.

Developer agrees that the Special Assessment for such Petition Items may be levied by City, without Developer's objection, after construction is commenced, in accordance with Minn. Stat. Ch. 429 and that City may recover its actual costs and expenses, including, but not limited to, legal, fiscal, and engineering.

D. *Deferral.* The levied Special Assessment against the Property shall be deferred from certification with Hennepin County (hereinafter referred to as the “**Deferred Allocation**”), with interest on the outstanding balance accruing at 5.25% per annum, until the earlier of (i) the Property being platted as buildable lots, or (ii) six (6) years after the Effective Date (hereinafter referred to as the “**Deferment Period**”); provided, however, if (i) above is met, then such Deferred Allocation principal and interest shall only be activated for certification with Hennepin County on that outlot being platted as a buildable lot. Any Deferred Allocation activated as provided for above shall be payable in equal installments together with interest thereon at 5.25% per annum over a period of twenty (20) years.

5. ON AND OFF-SITE IMPROVEMENTS/ESCROW ITEMS. The City requires that the on and off-site improvements set forth on Exhibit 4 attached hereto be installed by Developer within and adjacent to the Property (hereinafter referred to as “**Escrow Items**”). The Surety (defined below) shall, among other things, be a guaranty to City that, except for boulevard improvements (sod and trees), the construction and completion of the Escrow Items by Developer, to City's satisfaction, will be completed on or before June 6, 2024, as may be extended in the reasonable discretion of the City. The boulevard improvements shall be completed to City's satisfaction within sixty (60) days of the date that a Certificate

of Occupancy (temporary or permanent) is issued by City, unless the Certificate of Occupancy is issued after October 1st or before April 30th in any given year, in which case the boulevard improvements shall be so completed by the following July 1st.

The Escrow Items include, but are not limited to, the construction of the extension of Commerce Drive on Outlot A connecting Fountains Drive North and 73rd Place. Upon completion of the said extension, the Developer shall grant to the City an easement, that is acceptable to the City, allowing public use of the same for vehicular and pedestrian traffic; provided, however, the City shall have no maintenance or repair responsibility.

6. DEVELOPER TO PAY ALL COSTS. The Developer shall pay upon demand all actual expenses incurred by the City in relation to the development of the Property. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees reasonably incurred in relation to development of the Property.
7. PARK DEDICATION. The Property consists of unbuildable outlots. The determination regarding the park dedication requirements for the Property will be made at the time it is platted as buildable lots.
8. EROSION AND SILTATION CONTROL.
 - A. *Financial Guarantee.* Before any grading is started on any site, all erosion control measures as shown on the approved erosion control plan, which is part of the Plans, shall be installed pursuant thereto. If the Developer has provided a financial security pursuant to City Code, Chapter 14, Article IV, for a grading permit for the Property prior to the execution of this Agreement (hereinafter referred to as the “**Grading Security**”). The Grading Security shall be held to insure, among other things, compliance with this Agreement and City Code and policies during construction. The Grading Security shall not be returned to Developer until all disturbed areas have permanent surfacing, buildings or permanent vegetation re-established.

In the event permanent surfacing, buildings or vegetation are not placed or re-established upon any disturbed area within the time established therefor by the City, City shall provide written notice of such failure to Developer, and Developer shall cure such default within thirty (30) days thereafter. Developer agrees that, if Developer fails to cure such default within such 30-day period, City is hereby granted permission to enter the Property and use the Grading Security to place vegetation on said disturbed area in the manner prescribed by the approved landscaping plans, or in any other manner the City reasonably deems appropriate. Developer further agrees that should the Grading Security be insufficient to defray all of City’s costs related to such

action, Developer will promptly pay City any additional and reasonable costs related thereto. City shall return any portion of the Grading Security remaining after City has reimbursed itself for all reasonable costs related to City's placement of vegetation pursuant to this Section.

B. *Erosion Control.* Developer shall be responsible for compliance with the approved erosion control plan, which is part of the Plans. Developer will be given telephone or e-mail notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 48 hours from the time of the telephone or e-mail notice. If said corrective work is not commenced within 48 hours of said telephone or e-mail notice, Developer hereby grants City permission to proceed with said corrective work and agrees to pay all reasonable expenses incurred by City in relation thereto. If it is determined, by the City that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not immediately respond to said unsatisfactory condition, Developer hereby grants City the right to enter upon the Property and correct said condition at Developer's expense. City shall be entitled to all of its costs and expenses including, but not limited to actual legal, fiscal, administrative and engineering. For reimbursement for said costs and expenses, City may, at its option and in addition to other remedies available, invoice Developer for direct payment from the Grading Security .

9. VIOLATION OF AGREEMENT. In the event that Developer, its successors or assigns violates any of the covenants and agreements herein contained, City shall give written notice thereof to the Developer. Unless otherwise expressly provided for herein, if Developer fails to cure such violation within thirty (30) days after such notice, City, in addition to all other remedies available by law or under this Agreement, is hereby granted the right and privilege to declare all of the Special Assessment levied as taxes or otherwise and any deficiencies governed by this Agreement due and payable immediately to the City in full and may exercise any other rights in this Agreement. Developer hereby grants City and City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by City to complete Developer's obligations created herein.

10. NOTIFICATION INFORMATION. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service via certified or registered mail (receipt requested); provided, that a Notice may be sent by e-mail or telephone where expressly permitted by this Agreement. A Notice must be sent to the respective Parties at the following addresses

(or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to City:

City of Maple Grove
c/o City Clerk
12800 Arbor Lakes Parkway
Maple Grove, Minnesota 55369
Email: Adietl@maplegrovern.gov
Telephone: (763) 494-6000

If to Developer:

Arbor Lakes Land Owner, LLC
Attn: Josh Budish
200 Southdale Center
Minneapolis, MN 55435
Email: josh@endeavorshield.com
Telephone: _____

With Copy to:

Hoff Barry, P.A.
Attn: Scott B. Landsman
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344
Email: slandsman@hoffbarry.com
Telephone: (952) 746-2700

With Copy to:

Taft
Attn: Patrick Lindmark
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Email: plindmark@taftlaw.com
Telephone: _____

11. MISCELLANEOUS.

- A. *Access.* City shall have access to the Property for the purpose to construct the Petition Items, to conduct any reasonable inspections, and as otherwise allowed under this Agreement. Such access rights include, but are not limited to, the right to displace soil and store items and machinery related to the said improvements.
- B. *Entire Agreement.* This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. Developer shall record this Agreement against the title to the Property along with the recording of the Final Plat. Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

- C. *Governing Law.* It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- D. *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. *Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- F. *Time is of the Essence.* Time is of the essence in the performance of the terms and obligations of this Agreement.
- G. *Modification.* Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- H. *Warrant of Authority.* Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on and runs with the Property as a first and prior lien and that it is binding all current and future owners.
- I. *Non-Waiver.* The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- J. *Cumulative Rights.* Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy,

express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

The remainder of this page intentionally left blank; signature pages and exhibits follow

IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

CITY OF MAPLE GROVE,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Clerk

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)ss.
CITY OF MAPLE GROVE)

On this ___ day of _____, 2023, before me personally appeared Mark Steffenson and Amy Dietl to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Clerk of the CITY OF MAPLE GROVE, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Mark Steffenson and Amy Dietl acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

EXHIBIT 1

**Legal Description for
the Property**

Outlots A, B, and C, Arbor Lakes Business Park 4th Addition, according the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT 2

Reassessment

Description	Square footage	Reassessment
<i>Overall</i>	2,542,652	\$3,384,839.76
L1, B1	461,445	\$614,286.73
L2, B1	439,955	\$585,678.72
L1, B2	355,363	\$473,067.81
Outlot B	193,722	\$257,887.41
Outlot C	1,092,167	\$1,453,919.09

EXHIBIT 3

Petition Items

Description	Square Footage	Remaining Trunk Benefit			Lateral Benefit (Estimated)	Storm Pond Credits	Totals
		Trans/Water	Sanitary	Storm			
<i>Overall</i>	2,542,652	<i>\$1,183,820.84</i>	<i>\$581,878.04</i>	<i>\$1,685,439.84</i>	<i>\$1,800,000.00</i>	<i>(\$566,868.03)</i>	<i>\$4,694,270.69</i>
L1, B1	461,445	\$214,841.91	\$105,600.26	\$305,876.62	\$326,667.20	(\$101,061.40)	\$851,924.59
L2, B1	439,955	\$204,836.48	\$100,682.34	\$291,631.61	\$311,453.95	(\$96,354.86)	\$812,249.52
L1, B2	355,363	\$165,451.71	\$81,323.72	\$235,558.37	\$251,569.39	(\$77,828.30)	\$656,074.89
Outlot B	193,722	\$90,194.07	\$44,332.68	\$128,411.90	\$137,140.12	(\$42,427.19)	\$357,651.58
Outlot C	1,092,167	\$508,496.67	\$249,939.04	\$723,961.34	\$773,169.34	(\$239,196.28)	\$2,016,370.11

Notes:

- Square footage shown for buildable lots each include 1/3 of Outlot A (Commerce Drive)
- Lateral Benefit is estimated, final assessments will be adjusted to reflect actual construction costs

EXHIBIT 4

Escrow Items

The following and those items that are required improvements as part of State Statute, City Code and the resolutions approving the development of the Property:

A. Boulevard Improvements

1. Installation of boulevard sod.
2. Planting of boulevard trees in compliance with the Plans, this Agreement and City Code. Said boulevard tree shall be of a variety as identified in the Maple Grove Arbor Committee Suggested Tree Variety listing, and shall not be planted within the street right-of-way or within a drainage and utility easement.

B. Grading/Erosion Control

All site grading shall be graded in accordance with the approved grading and development plan. All erosion control shall be installed per the erosion control plan approved by the City Engineer.

C. Monumentation

Lot Corner Pins

Install lot corner pins and/or monuments at locations shown on the final plat which will not have said pins and/or monuments installed at the time the final plat will be recorded at Hennepin County.

D. Boulevard Erosion Control

All erosion controls shall be maintained in the boulevard area.

E. Street Cleaning

All streets in the vicinity of this development shall be kept free of any dirt and debris during all phases of construction.