

Attachment B

AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made as of this th27 day of April, 2022 (“**Effective Date**”) by and between the City of Maple Grove, a Minnesota municipal corporation (“**City**”) and Ronald Fideldy and Annette S. Fideldy, individuals married to each other, Marcia Quire, unmarried, and Diana M. Bayoff, unmarried (“**Fideldy**”).

RECITALS

WHEREAS, Fideldy is the fee owner of that property located in Hennepin County, Minnesota and legally described on attached Exhibit A (“**Southern Property**”) and that property located in Hennepin County, Minnesota and legally described on attached Exhibit B (“**Northern Property**”); and

WHEREAS, City has a road easement adjacent to the Southern Property and the Northern Property legally described on attached Exhibit C (“**Easement**”); and

WHEREAS, the parties desire to enter into this Agreement regarding the vacation of the Easement and platting of the Southern Property, Northern Property, and vacated easement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged by City and Fideldy, it is agreed as follows:

1. The above Recitals and attached exhibits are a material part of this Agreement and are incorporated herein.
2. The City agrees to vacate the Easement on the condition that a final plat is recorded consistent with the Preliminary Plat (defined below).
3. The parties agree to plat (“**Final Plat**”) the vacated Easement, Northern Property, and Southern Property consistent with the preliminary plat attached hereto as Exhibit D (“**Preliminary Plat**”). The City will manage the platting process at its own expense. The parties agree to work cooperatively with each other and execute, in a timely manner, all documents necessary for recording of the Final Plat. Fideldy shall ensure that any mortgagee encumbering the Northern Property and Southern Property consents to the recording of the Final Plat and that any such mortgagee shall release Outlot A of the Preliminary Plat (“**Outlot A**”) from any mortgage at the time the Final Plat is recorded. Further, Fideldy must ensure that, at the time the Final Plat is recorded, no judgments affect the Northern Property and the Southern Property.
4. At the time the Final Plat is recorded, City shall deliver and record a quit claim deed to Fideldy conveying Lot 1, Block 1 of the Preliminary Plat (“**Lot 1**”) and Fideldy shall deliver and record a quit claim deed to City conveying Outlot A (the above-mentioned quit claim deeds, collectively “**Deeds**”).
5. Fideldy makes the following representations and warranties to City:

- a. To the best of Fideldy's knowledge, there is no litigation, suit, arbitration, mediation, proceeding, claim or investigation pending or, to the best of Fideldy's knowledge, threatened against Fideldy or relating to any aspect of the Southern Property and Northern Property which might create or result in a lien on, or otherwise have a material adverse impact on, the Southern Property and Northern Property or any part thereof or interest therein.
 - b. Fideldy has full power and authority to enter into this Agreement and incur and perform its obligations hereunder.
 - c. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document of which Fideldy is a party or by which the Southern Property or Northern Property is bound.
 - d. Fideldy represents and warrants that Fideldy is not indebted for labor or material that might give rise to the filing of notice of mechanic's lien against the Southern Property and Northern Property.
 - e. Fideldy represents that at the time the Final Plat is recorded, there will be no outstanding property agreements affecting Outlot A.
6. City shall be responsible and pay for all fees associated with the platting process and recording the Final Plat and the Deeds, including state deed tax and conservation fee. Fideldy shall be responsible for all other fees and costs that Fideldy incurs, including, but not limited to, fees and costs associated with Fideldy's legal representation.
 7. Fideldy acknowledges and understands that at the time of recording the Final Plat that all real estate taxes due and owing on the Southern Property and the Northern Property for the year the Final Plat is recorded are required be paid at the time the Final Plat is recorded. At the recording of the Final Plat, the real estate taxes which are due on the Northern Property for the year of recording shall be pro-rated between City and Fideldy to the date the Final Plat is recorded. Fideldy shall be responsible for all real estate taxes for the Southern Property due the year the Final Plat is recorded. After the recording of the Final Plat and Deeds, City shall be responsible for the real estate taxes for Outlot A after the year of recording the Final Plat and Fideldy shall be responsible for the real estate taxes for Lot 1 after the year of recording the Final Plat.
 8. The City intends to construct a public improvement project with the City Project No. 22-02 ("**City Project**") that is scheduled to commence in the spring of 2022. City agrees not to make a special assessment against Lot 1 for the City Project. Fideldy is not responsible for any costs associated with the City Project.
 9. The City Project will extend water and sewer service beyond the proposed cul-de-sac (see Preliminary Plat) to create a secondary water and sewer connection for Lot 1 that

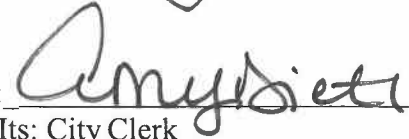
could be used in the event of any future proposed development on Lot 1. Fidely agrees to provide, upon request, any easements the City deems reasonably necessary for the construction and maintenance of any such water and sewer service. Any connection to the City water and sewer shall require the payment of connection fees by the user.

10. Any future development of Lot 1 shall require conformity to the version of City Code existing at the time application is made for said development. Fidely acknowledges and understands that application may be made, but approval is not guaranteed, for variances for Lot 1. Further, Fidely acknowledges and agrees that park dedication in the form of a land dedication or a cash equivalent is due on Lot 1 as a result of the Final Plat. Such park dedication shall be provided in the form of a cash equivalent, however the City agrees to defer payment of the park dedication cash equivalent until such time that Lot 1 is further subdivided. Upon release of a future final plat or upon other form of subdivision, park dedication cash equivalent based on the then current rate adopted by the City Council shall be due on all lots created.
11. If either party is in default on any terms or provisions of this Agreement, the non-defaulting party may notify, in writing, the defaulting party of such default and that the defaulting party has 30 days to cure such default. In the event the default is not cured within such period, the non-defaulting party's remedies are to terminate this Agreement, waive any default, or seek specific performance.
12. This Agreement shall be governed by the laws of the State of Minnesota.
13. This Agreement constitutes the entire understanding between the parties. It may be amended or modified only in a writing signed by both City and Fidely.
14. All of the representations, warranties, covenants, and agreements of the parties hereto contained in this Agreement shall survive the delivery and recording of any documents provided for herein and shall not be merged into the Final Plat, the Deeds, or any other instrument.
15. Time shall be of the essence hereof.
16. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

CITY OF MAPLE GROVE

By: 
Its: Mayor

By: 
Its: City Clerk

FIDELDY

By: 
Ronald Fideldy

By: 
Annette S. Fideldy

By: 
Marcia Quire

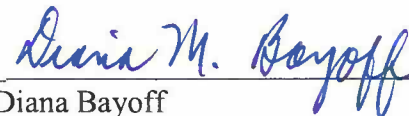
By: 
Diana Bayoff

EXHIBIT A

That part of Government Lot Five (5), Section Twenty-five (25), Township One Hundred Nineteen (119), Range Twenty-two (22), West of the 5th Principal Meridian lying South and East of Town Road and lying East of the West 22 rods of said Government Lot Five (5) and lying Southerly of the following described line. Commencing at a point on the South line of said Government Lot Five (5), 22 rods East from the Southwest corner thereof; thence Northerly parallel with the West line of said Government Lot Five (5), a distance of 169.3 feet to the center line of said Town Road; thence Northeasterly along said center line a distance of 330.43 feet to the point of beginning of the line herein described; thence in a straight line Southeasterly a distance of 683.3 feet, more or less, to a point on the East line of said Government Lot Five (5), distant 143.63 feet North of the Southeast corner thereof and there terminating, according to the recorded plat thereof. Subject to the rights of the public in said Town Road, Hennepin County, Minnesota.

PID No. 25-119-22-34-0002

EXHIBIT B

That part of Government Lot Five (5), Section Twenty-five (25), Township One Hundred Nineteen (119), Range Twenty-two (22), West of the 5th Principal Meridian lying East of the West 22 rods thereof and lying South of the North 40 rods thereof and lying Northwesterly of Town Road, according to the recorded plat thereof. Subject to the rights of the public in said Town Road, Hennepin County, Minnesota.

PID No. 25-119-22-34-0004

EXHIBIT C

That part of the township road easement as shown on the recorded plat of EAGLE LAKE SHORES, Hennepin County, Minnesota, and lying within the following described properties:

That part of Government Lot Five (5), Section Twenty-five (25), Township One Hundred Nineteen (119), Range Twenty-two (22), West of the 5th Principal Meridian lying East of the West 22 rods thereof and lying South of the North 40 rods thereof and lying Northwesterly of Town Road, according to the recorded plat thereof. Subject to the rights of the public in said Town Road, Hennepin County, Minnesota.

ALSO

That part of Government Lot Five (5), Section Twenty-five (25), Township One Hundred Nineteen (119), Range Twenty-two (22), West of the 5th Principal Meridian lying South and East of Town Road and lying East of the West 22 rods of said Government Lot Five (5) and lying Southerly of the following described line. Commencing at a point on the South line of said Government Lot Five (5), 22 rods East from the Southwest corner thereof; thence Northerly parallel with the West line of said Government Lot Five (5), a distance of 169.3 feet to the center line of said Town Road; thence Northeasterly along said center line a distance of 330.43 feet to the point of beginning of the line herein described; thence in a straight line Southeasterly a distance of 683.3 feet, more or less, to a point on the East line of said Government Lot Five (5), distant 143.63 feet North of the Southeast corner thereof and there terminating, according to the recorded plat thereof. Subject to the rights of the public in said Town Road, Hennepin County, Minnesota.

EXHIBIT D

