



Economic Development Authority

1. Call to Order
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Agenda Modifications
 - d. Adopt Agenda

2. Approval of Meeting Minutes from August 3, 2022 Meeting

3. Public Hearing

4. Business Item
 - a. Resolution 2022-8 Approving the Sale of EDA and City Owned Industrial Land to Midcontinent Communications.

5. Announcements

6. Adjournment

**Economic Development Authority
Meeting Minutes
August 3, 2022**

1. **Call to Order:** Chair Johnson called the meeting to order at 7:35 pm.
 - a. **Pledge of Allegiance**
 - b. **Roll Call:** EDA Members present: Jeff Johnson, Steve Lundeen, Jimmy Gordon, Dan Collison Luke Merrill, and Paul Bergley
Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim, Community Development Intern Mason Voshell, Police Chief Travis Muyres
 - c. **Agenda Modifications:** None
 - d. **Adopt Agenda:** Motion by Collison, second by Bergley to adopt the agenda, motion passed 6-0.
2. **Approval of Meeting Minutes from June 7, 2022 Meeting:** Motion by Merrill, second by Bergley to approve the meeting minutes, motion passed 6-0.
3. **Public Hearing**
4. **Business Item**
5. **Resolution 2022-7 Awarding the Bid for the EDA Crop Lease for 2023.**
Community Development Intern Mason Voshell stated there was one bid for crop lease for the 2023 season for \$6,800 by Wayne Calander for the 68 acres advertised in the lease. Jimmy Gordon asked why the price for the lease was reduced from last year. Voshell commented the reduction is based upon a reduced number of acres from the previous years. Paul Bergley asked how it measured up to past years and Hillesheim stated it actually was still higher than previous years for a larger acreage. A motion to approve was made by Merrill with a second by Bergley. The motion passed 6-0.
6. **Announcements**
7. **Adjournment:** Motion by Bergley to adjourn, second by Merrill; motion passed 6-0 meeting adjourned at 7:38pm.

Respectfully submitted by Stephanie Hillesheim,
Community Development Director.

A Community For Generations.



MEMO

To: Economic Development Authority
From: Stephanie Hillesheim, Community Development Director
Date: December 6, 2022
Subject: Request from Midcontinent Communications

The EDA recently decided to plat 4 industrial lots and create the plat for Isanti Railview North Industrial Park. Midcontinent Communications is interested in purchasing Lot 1 Block 1 Isanti Railview North Industrial Park and extend City services to their site.

Working with the City Engineer we have arrived at an estimated cost breakdown of the costs to extend City Sewer and Water services to the sites:

Purchase Price of \$118,000 for the lot paid by Midco.
The total build out of infrastructure for all 4 sites- \$598,650
Total paid infrastructure costs paid by Midco: \$262,450
Total from markup on 3 parcels: (\$112,066 each) \$336,200

All costs for the project would be bore by the sites.

Request:

Staff is requesting a recommendation to accept the purchase agreement from Midco. Any action will formally take place at a City Council meeting with a Public Hearing held on December 20, 2022.

Attachments:

- *Resolution 2022-8 Approving the Sale of EDA and City Owned Industrial Land to Midcontinent Communications*
- *Purchase Agreement*
- *Development Agreement*

RESOLUTION 2022-8

**AUTHORIZING THE SALE OF EDA-OWNED INDUSTRIAL LAND FOR PID
16.XXX.XXXX**

WHEREAS, the EDA owns certain real property legally described as Lot 1 Block 1 Isanti Railview North Industrial Park in the City of Isanti, County of Isanti, state of Minnesota; and,

WHEREAS, the Midcontinent Communications, a general partnership under the laws of South Dakota, proposes to build an 10,000 square foot facility within the first two years of the purchase date, allowing them to expand their business located in Isanti; and,

WHEREAS, the sale of the land is in the best interest of the city to expand tax and employment growth and furthers its general plan of economic development; and,

WHEREAS, the purchase agreement and business and development agreement have been reviewed by City Staff for the sale of the land from the EDA to Midcontinent Communications for \$118,000; and,

WHEREAS, said purchase is subject to site plan approval and must adhere to the zoning ordinance as applicable and outlined in City Code.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Economic Development Authority of the City of Isanti, approves the sale of said property to Midcontinent Communications and authorizes staff to execute any documents necessary for the sale and recommends approval of the development agreement to the City Council.

This Resolution hereby approved by the Isanti EDA this 6th day of December 2022.

Attest:

EDA President Jeff Johnson

Stephanie Hillesheim
EDA Secretary/Community Development Director

PURCHASE AGREEMENT

This Agreement is entered into by and between the **Economic Development Authority of the City of Isanti**, a Minnesota municipal corporation (“Seller”), and **Midcontinent Communications** a general partnership under the laws of South Dakota (“Buyer”).

1. **EFFECTIVE DATE.** The effective date of this Agreement is November 8, 2022 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the Property legally described as follows:

Lot 1 Block 1 of Isanti Railview North Industrial Park, City of Isanti, County of Isanti,
State of Minnesota

Isanti County PID Number: 16.xxx.xxxx

3. **PURCHASE PRICE.** The purchase price for the Property is \$118,000 (the “Purchase Price”).
4. **EARNEST MONEY.** \$5,000.
5. **SURVEY.** Buyer may, at Buyer’s expense, obtain a survey (the “Survey”) from a duly licensed surveyor. If so obtained, a copy shall be provided to Seller within 30 days of receipt by Buyer.
6. **TITLE COMMITMENT.**
 - a. Seller makes no representations or warranties with respect to the status of title to the Property. Within 30 business days after the Effective Date, Buyer may, at Buyer’s expense, obtain a commitment from Escrow Agent to issue an owner’s policy of title insurance insuring Buyer’s title to the Property (the “Title Commitment”) and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
 - b. Buyer shall have until the date 30 days after the receipt of the Title Commitment to review Title and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller’s title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a “**Title Objection Notice**”). Any

defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a **"Permitted Exception."** Within three business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions (**"Seller's Title Notice"**). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 13, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 13, Buyer may, at any time with three business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated (**"Buyer's Title Termination Notice"**). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
 - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.

- d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
 - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
 - f. The cost of any test or additional survey work will be borne solely by Buyer.
- 8. PROPERTY SOLD AS IS.** Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:
- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
 - b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
 - c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
 - d. The condition of the Property is fit for Buyer's intended use.
 - e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have **90 days from the Effective Date** (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property, if applicable) and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City of Isanti or any other governmental entity. The City of Isanti will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.
- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer’s determination, in Buyer’s sole and absolute discretion, that the condition of the Property is not suitable for Buyer’s intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer’s intention to proceed (a “**Notice to Proceed**”) to Seller.

10. DEFINITIONS. As used in this Agreement:

“**Claim**” or “**Claims**” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

“**Environmental Law**” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

“**Hazardous Substance**” or “**Hazardous Substances**” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

11. RELEASE. By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

12. NOTICES. Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Pacific Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller: Josi Wood
 City Administrator
 City of Isanti Economic Development Authority
 110 1st Ave. N.W.
 Isanti, MN 55040
 Email: jwood@cityofisanti.us

Buyer: Midcontinent Communications
 3901 N Louise Ave
Sioux Falls, SD 57107

Email: tony.zwart@midco.com
And: notices@midco.com

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

13. CLOSING. This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual,

written agreement. The Closing shall take place at City offices or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the City to avoid the necessity for a Closing at which the Parties are present.

- a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:
 - i. A limited warranty deed, duly executed and acknowledged on behalf of the City, conveying title to the Property, subject to (A) Building, Subdivision and Zoning Ordinances; (B) Matters that would be disclosed by an accurate survey of the Property; and (C) matters that constitute Permitted Exceptions pursuant to Section 6.
 - ii. A certified copy of a duly adopted Resolution authorizing Seller's sale of the Property to Buyer; and
 - iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.
- b. **Buyer's Obligations at Closing.** At Closing, Buyer must:
 - i. Provide the Purchase Price; and
 - ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.
- c. **Closing Costs.**
 - i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller's own attorney's fees.
 2. The cost of real estate broker commission fees as prescribed in Section 14, if any.
 - ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
 1. Property taxes payable 2022, if any.
 2. Buyer's own attorney's fees.
 3. All closing fees.
 4. Documentary and recording fees for the deed(s).
 5. State deed tax.

6. The cost of the title commitment.
7. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.

d. **Possession**. Seller must deliver possession of the Property to Buyer at Closing.

- 14. REAL ESTATE BROKERS.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.
- 15. ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party.
- 16. THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.
- 17. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.
- 18. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
- 19. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.
- 20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 21. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

22. REMEDIES.

- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, if any, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Isanti County District Court to recover its actual damages arising from the default.
 - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.
- 23. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 24. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed and shall not be deemed to have merged therein.
- 25. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 26. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
- 27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.
- 28. CONSTRUCTION DEADLINE.** Buyer shall devote the Property to its intended use (Industrial) or begin work on the improvements to the Property to devote it to that use,

within two years after closing. In the event the above deadline is not met, Seller may cancel the sale and title shall return to Seller. Title to the Property may not be transferred by Buyer within one year of purchase without consent of Seller.

29. TIME PERIODS. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

SELLER: The Economic Development Authority of the City of Isanti

By: _____
Jeff Johnson, President

Dated: _____, 2022

By: _____
Stephanie Hillesheim, Secretary

Dated: _____, 2022

BUYER: Midcontinent Communications

By: Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

By: _____
Dan Geiger

Dated: _____, 2022

Its: VP of Risk Management and Facilities

CITY OF ISANTI

DEVELOPMENT AGREEMENT FOR MIDCO

This Agreement (hereinafter the “Agreement”) is entered into this ___st day of September, 2022 by and between the **City of Isanti**, a Minnesota municipal corporation (the “**City**”) and Midcontinent Communications, a general partnership under the laws of South Dakota (the “**Developer**”).

1. Subject Property. Developer is, or will be, the owner of the Subject Property legally described as Lot 1, Block 1, Isanti Railview North Industrial Park, County of Isanti, State of Minnesota, PID Number 16.xxx.xxxx
2. Conditions of Approval. The City approved development of the Subject Property, as subsidized by the City, subject to satisfaction of the following conditions:
 - a. The Developer’s Execution of this Agreement. That the Developer enters into this Agreement.
 - b. Marketable Title. That the Developer obtain, and retain, title to the Subject Property through completion of development.
 - c. Proof of Authority. That the Developer provide proof that its governing board authorized the Developer’s execution of this Agreement. This proof of authority may be satisfied by providing the City with a certified copy of the minutes of the governing board.
 - d. Site Plan. That Developer’s site plans, as required by the Isanti City Code, be completed by Developer and reviewed and approved by the City.
3. The Plans. The term “Plans” as used in this Agreement means the Site Plans prepared by Developer. The Plans are subject to: (a) Planning Commission review; (b) approval of the City Council; and (c) such further revisions as the Developer may propose and the City approves. The Plans shall not be attached to this Agreement but are in the City’s files.

4. Municipal Improvements. Upon execution of this agreement and payment of required escrows, the City will install sanitary sewer and water main improvements (Municipal Improvements) The developer shall pay \$262,450 towards the cost of the Municipal Improvements. Said payment shall be submitted to the City in certified funds or wire transfer within ___ days of full execution of this Agreement. Said funds may be comingled with other City funds, but shall be accounted for separately by the City and used to defray the costs of the Municipal Improvements.

5. Required Private Improvements. The private improvements the Developer will construct or install are as follows:
 - a. Sanitary sewer from the main stub onto the Subject Property as needed
 - b. Water from the main line onto the Subject Property as needed
 - a. Storm drainage facilities
 - b. Parking lot
 - c. Concrete curb and gutter
 - d. Lot grading
 - e. Landscaping

6. Payment of Development Fees. Developer shall, within ___ days following the execution of this Agreement, deposit with the City an escrow of \$5,000 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. Any funds remaining in the escrow account(s) after the completion of the Development shall be refunded to the Developer. In the event the escrow account balance is reduced to \$2,000 or less, the Developer shall post additional sums of money to replenish the account to always have a balance of no less than \$2,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.

7. Developer Defaults. If the Developer defaults in the performance of one or more of the Developer's obligations under this Contract, i) the City gives the Developer 30 days' written notice of the default and ii) the Developer fails to cure the default within said 30 days, then the City may pursue any and all remedies available at law or in equity including, but not limited to, the following:
 - a. The City may commence an action in Isanti County District Court to pursue any remedy available to the City at law or in equity including, but not limited to, injunctive relief;
 - b. The City may refuse to grant building permits for improvements to be constructed on the Subject Property until the Developer has cured all of its defaults; and
 - c. The City may draw upon all or any portion of the financial guaranty the Developer has provided to the City and (i) use all or any portion of the

proceeds from the financial guaranty to reimburse the City pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the City obtains against the Developer pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the City pursuant to Section 8 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this paragraph.

8. Miscellaneous Provisions.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the City or the Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Isanti County, Minnesota contemporaneously within 14 days of its execution. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.
- d. Release. Upon completion and approval of all work required herein and satisfaction of all of the Developer's obligations under this Agreement, the City agrees to execute a recordable instrument releasing the Property from the terms of this Agreement.
- e. Compliance with Laws and Regulations. The Developer represents to the City that the Site Plan complies with all City, County, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the site plan does not comply, the City may, at its option, refuse to allow any construction or development work on the Subject Property until the Developer does comply. Upon the City's demand Developer shall cease work until there is compliance.
- f. Mailbox Locations. If the Developer desires to construct a mailbox within the public right of way, the Developer agrees that the placement of a

mailbox along public streets is subject to the approval by the Postmaster. Utility locates will be necessary.

- g. Construction, Hours and Entrance Signs. The City restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 9:00 p.m., weekends and holidays, 8:00 a.m. to 8:00 p.m. The Developer is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed 80 square feet in size and must be clearly visible at all times during the construction period.
- h. Construction Site Maintenance. The Developer shall adhere to all of the City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The City reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- i. Cost. It is understood and agreed that the cost of the Required Private Improvements are the sole responsibility of the Developer, including interest, engineering and legal fees related thereto.
- j. Reimbursement to the City. The Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the City's Building Official, which authorizes the structure to be used for its intended purposes.
- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

To Developer:
Midco

To The City:
Josi Wood
City Administrator
City of Isanti
110 1st Ave. N.W.
Isanti, MN 55040

[The remainder of this page is intentionally left blank.]

The Developer:

Midcontinent Communications
By Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

By: _____

Its: [Click or tap here to enter text.](#)

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by Dan Geiger, VP of Risk Management and Facilities, a general partnership under the laws of the
State of South Dakota on behalf of the general partnership.

Notary Public

The City:

City of Isanti

By: _____
Its: Mayor

By: _____
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2022, by Jeff Johnson and Jaden Strand, the Mayor and the City Clerk, respectively, of the City of Isanti, a municipal corporation organized under the laws of the State of Minnesota on behalf of the City.

Notary Public

This document drafted by:
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