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DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

CEDAR MEADOWS

DEVELOPMENT AGREEMENT (the "Agreement") dated March 2, 2026, by and between the **CITY OF NORTHFIELD**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at 801 Washington Street, Northfield, MN 55057-2565 (the "City"); and **NORTH & CEDAR 62, LLP**, a limited liability partnership under the laws of the State of Minnesota, with its principal office located at 527 Professional Dr., Northfield, MN 55057 (the "Developer"); (collectively the "parties").

RECITALS

WHEREAS, the Developer is the fee owner of certain real property located in the City of Northfield, Dakota County, Minnesota, known as Cedar Meadows, legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Development Property"); and

WHEREAS, the Developer has requested and received approval by the City of a Final Plat for Cedar Meadows (referred to herein as the "plat"); and

WHEREAS, the Developer proposes a project consisting of 45 residential units in the first phase, (total units of development of the entire property include: 70 units in the proposed multi-family building , 12 tri-plex, 28 twin-homes, 41 detached villa style homes and 44 single-family homes) and associated

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public improvements on the Development Property, including but not limited to street improvements, sanitary sewer, water main, stormwater management facilities, sidewalk and trails, grading and erosion control facilities and other improvements (the "Project"); and

WHEREAS, the Developer and the City, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City's Code of Ordinances (the "Code").

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **REQUEST FOR PLAT APPROVAL.** North & Cedar 62, LLP has sought and received Final Plat approval for Cedar Meadows (referred to in this Agreement as the "plat"). The platted land is situated in the County of Dakota, State of Minnesota. The Developer is seeking to develop Phase 1 of the plat, the Development Property, for the purpose stated above.
2. **CONDITIONS OF PLAT APPROVAL.** The City has approved the plat on the condition that the Developer enter into this Agreement, furnishes the security required by it, records the plat with the County Recorder or Registrar of Titles within 60 days after the Final Plat is signed by the mayor and city clerk, meets the conditions for the first phase contained in City Council Resolution No. 2023-095, dated October 3, 2023, and submits evidence of recording the plat to the City within 60 days after the date of recording.
3. **RIGHT TO PROCEED/CONDITIONS PRECEDENT.** Unless separate written approval has been given by the City, within the Development Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings within the Development Property until all of the following conditions have been satisfied:
    a. This Agreement has been fully executed by all parties and filed with the City Clerk. This Agreement shall be recorded by the Developer within 60 days following execution hereof;

b. The necessary security as provided in this Agreement has been received by the City;

c. The plat has been recorded with the County Recorder's Office;

d. The site plan for the project on the Development Property and the plans and specifications for the Improvements related thereto have been approved and signed by the City Engineer with such conditions as required by the City Code;

e. The construction plans and other such plans as required by the City have been approved and signed by the City Engineer;

f. The general warranty deed for Outlot A, Outlot C, Outlot D and Outlot E of the plat granted from the Developer to the City as attached hereto and incorporated herein by reference as Exhibit B, has been fully executed and recorded with a copy filed with the City Clerk;

g. A certificate of public liability and property damage insurance as described in this Agreement has been filed with the City Clerk; and

h. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.

4. **FURTHER SUBDIVISION.** The City may refuse to approve further subdivision within the plat if the Developer has breached this Agreement and the breach has not been remedied. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and executed by the parties. Sanitary sewer and water area charges referred to in this Agreement are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. **PRELIMINARY PLAT STATUS.** If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five (5) years after preliminary plat approval.

6. **CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

7. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The plans are:

    a. Plan A - Plat

    b. Plan B - Final Grading, Drainage and Erosion Control Plan

    c. Plan C - Final Construction Plans and Specifications for Public Improvements

    d. Plan D - Traffic Signing and Control Plan (for construction and final development)

    e. Plan E - Stormwater Pollution Prevention Plan

    f. Plan F - Wetland mitigation plan (if applicable)

    g. Plan G - Landscape Plan

    h. Plan H - Utility Plan

    The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval. The required Improvements below shall be installed in accordance with the City approved plans for such improvements and the policies, rules, regulations, standards and ordinances of the City. No work shall commence on the Project or the required Improvements until the Developer obtains a building permit for the Project and the Improvements and pays all costs and fees required in connection with the procurement of the building permit.

8. **IMPROVEMENTS.**

a. The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public or private improvements (the "public improvements" or "Improvements") in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:

i. Streets

ii. Sanitary Sewer

iii. Watermain

iv. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements)

v. Grading, Drainage and Erosion Control

vi. Sidewalks/Trails/Greenway Corridor/Pedestrian Improvements within the Plat and across Cedar Ave. and North Ave.

vii. Street Lighting

viii. Utilities (gas, electric, cable, telephone, etc.)

ix. Street Signs and Traffic Control Signs

x. Landscaping Required by the Zoning Ordinance (Street trees and tree preservation)

xi. Wetland Mitigation and Buffers

xii. Surveying and Monuments Required by Minnesota Statutes

xiii. Miscellaneous Facilities or other elements defined by the guiding documents.

b. The Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities and street construction, and the City's engineering guidelines and standard detail plates, as applicable. The Developer shall submit plans and specifications that have been prepared by a competent registered

professional engineer to the City for approval by the City Engineer. The City will provide field inspection and soil testing personnel, at the Developers expense, to assure an acceptable level of quality control for the construction of all public improvements and certify that the construction work meets the City's requirements, specifications, standards and approved plans. In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all Improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. As required by the City, the Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

c. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) shall have experience in the installation of municipal water and sanitary sewer mains; shall demonstrate the successful completion of at least three such installations and municipal acceptance thereof; and shall be able to obtain the requisite performance and payment bonds for the purchase and installation of the minimum Improvements required hereby. The

Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the plans and specifications.

d. The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way, or adjacent private property not owned by Developer, caused by Developer, or its contractors and subcontractors, during the construction of the required Improvements and the Project. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.

e. The Developer shall be solely responsible for the costs of constructing the required Improvements. The costs of constructing the Improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the Improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.

f. If this Agreement is terminated for any reason the City shall have no obligation to construct the Project or Improvements.

9. **CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.** The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and the Developer's engineer on status or problems regarding the Project, coordination for final inspection and acceptance, Project monitoring during the warranty period, and processing of requests for reduction in security. Fees for administration services shall be:

ESTIMATED COST OF PROPOSED IMPROVEMENTS	CITY ADMINISTRATIVE COST
Up to $150,000	3.0 percent (Minimum $500.00)
$150,000 to $300,000	2.5 percent
Over $300,000	2.0 percent

The Developer shall also deposit seven percent (7%) of the estimated construction cost to pay for construction observation and geotechnical testing performed by the City's in-house engineering staff or consulting engineer. This deposit is estimated to be $277,245.00. If the City's costs exceed the deposit, the Developer agrees to reimburse the City within 30 days of billing. Should the costs be less than the amount of the deposit, upon completion of the Improvements, the amount of the remaining deposit shall be returned to the Developer. The Developer shall deposit the full construction observation fees with the City prior to the final plat being recorded. No construction of public improvements will be authorized until the construction observation fees have been paid to the City. Throughout the duration of the Project, the City shall provide the Developer with a monthly accounting of the costs and expenses of the City staff and the City's consultants which are part of the fees set forth in this Section 9, provided however that costs and expenses have been incurred by the City in the immediately preceding month.

10. **CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in this Agreement.

11. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Project from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project and the Improvements before proceeding with

construction of the Project and the Improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:

- Minnesota Department of Health for Watermains
- MN/DOT for State Highway Access
- County Road Access and Work in County Road Right-of-Way
- NPDES Permit for Stormwater Management
- MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal
- Wetlands permits as applicable
- DNR for Dewatering
- City of Northfield for Building Permits

The Developer or its engineer shall schedule a pre-construction meeting for the required Improvements with all the parties concerned, including City staff, to review the program for the construction work.

12. **TIME OF PERFORMANCE.** Except as otherwise provided in this Agreement, the Developer shall install all required improvements and other work required by this Agreement by December 1, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between May 15th and October 1st the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Any deficiencies in the base, asphalt, curb or other improvements in the judgment of the City Engineer must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

13. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement, the Project and Improvements and plat development, as applicable. The license shall expire upon the acceptance by the City of the Improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Code.

14. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via North Ave. No construction traffic is permitted on the adjacent local streets other than identified herein.

15. **GRADING PLAN.** The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of Northfield requirements and specifications, City Code and applicable law. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a certificate of survey/"record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The certificate of survey/"record" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads, d) top and bottom of retaining walls, and e) all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as constructed survey) of the Development Property after site grading is complete. Final lot grades shall be shown on the as constructed survey. Final grading shall substantially comply with the approved grading plan.

16. **EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (MPCA) Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City's judgment. All areas disturbed by the excavation

and backfilling operations shall be reseeded within 48 hours after the completion of the work or in an area that is inactive for more than fourteen (14) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion and sediment control plan, seed shall be in accordance with the City's current seeding specifications, if any, which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored, and watered as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City Engineer, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work, the City may submit written notice of a claim to the performance bond Surety or draw down on any other security required herein to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat and Project plans for the Development Property, as applicable, are in full compliance with the approved erosion control plan.

17. **STREET MAINTENANCE DURING CONSTRUCTION AND SIDEWALKS.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The

City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning as necessary to sweep within and immediately adjacent to the development. The streets shall include North Avenue and those portions of County Road 43 and County Road 23, as determined by the City Engineer. A copy of this contract shall be approved by the City before grading is started, and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud. Concrete sidewalks shall be constructed along Street A, B, F, G after the concrete curb and gutter and bituminous base course have been placed. Any sidewalk damaged (severely cracked, broken or spalled) shall be replaced by the Developer at no cost to the City. City staff shall identify those sections of sidewalk to be replaced.

18. **OWNERSHIP OF IMPROVEMENTS.**

a. Upon completion of the work and construction required by this Agreement and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the Improvements by the City, the Developer must furnish the following affidavits:

i. Contractor's Certificate;

ii. Engineer's Certificate;

iii. Land Surveyor's Certificate; and

iv. Developer's Certificate;

certifying that all construction has been completed in accordance with the terms of this Agreement. The requisite forms will be furnished by the City of Northfield and are attached hereto as Exhibit C. Upon receipt of the required affidavits, the City Engineer will accept the completed public improvements. Within thirty (30) days after the completion

of the Improvements, the Developer shall supply the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in a format acceptable to the City Engineer (e.g., AutoCAD format, DWG or a .DXF file), and two complete sets of hard copy "record" plans, all prepared in accordance with City standards. Upon receipt of these documents, and the warranty documents specified in this Agreement, the City Engineer will certify acceptance of the completed public improvements.

19. **PARK DEDICATION.** The Developer shall dedicate 6.64 acres of land to the City in satisfaction of the City's park dedication requirements. The foregoing land dedication was calculated based on the 3.18 acres required to be dedicated based on the Cedar Meadows Preliminary Plat and the additional dedication required of the Developer as successor in interest to the St. Olaf College North Avenue Development Agreement/Final Development Plan, dated August 9, 2001, and recorded as Document No. 1818396 in the Office of the Dakota County Recorder (the "Hospital Agreement"), with respect to the Development Property to be included with this development that St. Olaf sold to the Developer. The parkland will be dedicated in three phases, with the Cedar Meadows first phase dedicating 4.63 acres. The parkland dedication phasing plan is attached hereto and incorporated herein by reference as Exhibit D. The land dedication is calculated as follows:

[Remainder of page left intentionally blank.]

Park Dedication **6/10/2024**

Cedar Meadows

Park Dedication 2024 City Code Land Dedication	Percent of Net Land Dedicated
Dwelling Unit Per Net Acre	
0 to 3.9	12
4 to 7.9	9
8 or more	6
Cedar Meadows	172 Units
Gross Project Area (Acres)	61.94 Acres
(Net Area = gross area minus area required for public streets, trails, and stormwater ponding) of the land to be subdivided which could be developed for residential, commercial, industrial or other purposes	
ROW Dedicataion (Acres)	10.42
Trails	4.36
Storm Pond (Acres)	3.99
Net Area	43.17
Density Units/Acre	**4**
Park Dedication Requirements	
4-7.9 Units Per Net Acre = 9% Land Dedication	**3.89 Acres**
Total Acreage (Lot 1 Block 1 & Outlot A St. Olaf North Ave Development)	58.14
Less Northfield Senior Housing Project (Benedicting) Paid Cash-in-lieu for 7 Acres of Development Land	7.00
Total Acreage (Lot 1 Block 1 & Outlot A St. Olaf North Ave Development) less Northfield Senior Housing Project	51.14
Park Dedication per LDC for Commerial is 5% of Land **Additional Park Dedication per Hospital Agreement with St. Olaf**	**2.56**
Total Park Dedication Required	**6.44**

The Developer shall grant and record a general warranty deed, in the form provided in Exhibit B for Outlots A, C, D, and E, in favor of the City of Northfield for such land dedication and shall do so commensurate with recording the plat. The signed deed shall be accompanied by a mortgagee's consent in the event the Development Property is encumbered by a mortgage.

20. **SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.** The Developer is subject to sanitary sewer and water access/availability area charges for the Development Property. The sanitary sewer and water access/availability area charges are as follows:

    a. Sanitary Sewer Availability Charge: The Developer shall pay a sanitary sewer availability charge of $99,405.00. The area charge is based on the number of units in the final plat and is calculated as follows: 45 units/acres x $2,593.00/unit/acre = $116,685.00. Block 1, Lot 3, the senior co-op/apartment SAC will be calculated and collected with the building permit once the final unit count has been determined.

    b. Water Availability Charge: The Developer shall pay a watermain availability charge of $50,985.00. The access charge is based on the number of units in the final and is calculated as follows: 45 units/acres x $1,133.00/unit/acre = $50,985.00. Block 1, Lot 3, the senior co-op/apartment WAC will be calculated and collected with the building permit once the final unit count has been determined. The Developer will install the Trunk Watermain as part of the Development, the developer will receive a credit for Trunk Watermain Installation in the amount of $79,350.00.

The Developer shall pay sanitary sewer charges in the amount of $116.685.00 and water availability charges in the amount of $50.985.00 less the Trunk Watermain Installation Credit of $79.350.00 at the time of final plat approval. This represents the sanitary sewer charges and water availability charges for 45 units, none of which are considered affordable housing units for the purpose of calculating these charges.

21. **SANITARY SEWER, STORM SEWER AND WATERMAIN.** The Developer shall install or contract for the installation of all public improvements in the Project related to sanitary sewer, storm sewer and watermains, as required by the City in accordance with those plans approved by the City Engineer.

22. **TRAFFIC CONTROL AND STREET NAME SIGNS.** Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the Developer per City standards at the Developer's expense.

23. **WETLAND MITIGATION.** No wetland mitigation is planned for the site. The Developer is responsible for any undisclosed mitigation on the land, and will be required to submit any necessary security should subsequent wetlands be identified.

24. **BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

    a. Grading, curb and gutter, sidewalk and one lift of asphalt shall be installed on all public and private streets and drives prior to issuance of any building permits, adjacent to these lots. No Certificate of Occupancy will be issued until the grading, curbing, sidewalk and one lift of asphalt is installed in accordance with approved plans on all public streets and private drives. In addition, no Certificates of Occupancy shall be issued for any buildings until the sewer and water has been installed and tested to the satisfaction of the City Engineer, which shall not constitute final acceptance of the sewer and water utilities.

        i. In lieu of the foregoing provision, if the proposed public improvements are under construction but not yet completed and accepted by the City, the Developer shall provide a cross section depicting the entire right-of-way of all streets extending through the first floor elevation of the building for which a building permit is requested. The City will then issue building permits pursuant to completed applications while public improvements are being constructed. Block 1, Lot 15, and the triplex Block 6, Lots 1-3, are directly adjacent to North Avenue and can receive building permits commensurate with construction of the required public

improvements following recording of the plat with Dakota County and execution and recording of this Agreement, and provided the City has received all fees, security and escrow required by this Agreement, and all other requirements for issuance of such building permit(s) as set forth in this Agreement and City Code have been satisfied based on review and approval by the Building Official. This first floor elevation shall be considered official for building construction purposes. Any deviation from this elevation shall first be reviewed and approved by the Building Official and the City Engineer prior to commencing construction of applied building permits.

b. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City within 30 days of the date of an invoice from the City to the Developer, shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat or on the Development Property.

c. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties. No certificates of occupancy and no sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets and sidewalks needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

25. **UNDERGROUND UTILITIES – PRIVATE.** This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.

b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.

c. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements.

d. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

26. **RESPONSIBILITY FOR COSTS.**

a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Development Property and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Development Property, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the plat, the Project and the construction of the Improvements and the other work done and improvements constructed on the Development Property or otherwise related to the Project.

b. The City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the Improvements or the development of the Development Property. Developer agrees to defend, indemnify, and hold the City

and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, which may arise as a result of Plat approval, the Project,, this Agreement, the construction of the Improvements (except for the negligence or intentional misconduct of the City with respect to the construction of the Improvements), the development of the Development Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.

c. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

d. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

e. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

f. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of the date of the City's invoice to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may draw on the Security or alternatively

declare the same an event of default and send written notice thereof to the performance bond surety, and the City may thereafter assess and certify such unpaid charges to the County Auditor for collection in like manner with property taxes on the Development Property, or the City may take any other actions as may be available under this Agreement, at law, or in equity. Bills not paid within sixty (60) days shall accrue interest at the rate of eight percent (8%) per year.

g. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection ("WAC") charges, City sewer connection charges, City storm water connection charges, building permit fees and plat review fees, which shall be paid by Developer.

27. **SPECIAL PROVISIONS.** The following special provisions shall apply:

a. Implementation of any other recommendations listed by the City Council or City Engineer as follows:

i. The Developer shall have all required MPCA stormwater permits approved prior to beginning any installation of public improvements.

b. The Developer shall post a $9,000.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 45 lots at $200.00 per lot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

c. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City Engineer. The estimated amount for this street light installation is $25,000.00 and consists of fifteen street lights.

d. The Developer must obtain a sign permit from the City Planner prior to installation of any subdivision identification signs.

e. Individual homes must comply with the overall grading plan for the site. Each individual building permit will be reviewed for compliance with the overall grading plan and is subject to review and approval of the City Engineer.

f. Utility hook-ups are subject to review and approval by the City Engineer.

g. The Developer must obtain approval of a Site Plan as provided by current City Code and complete the required plan review and approval thereof, as applicable.

h. The trail installation on the west side of Cedar Avenue shall be constructed along the north side of North Avenue from Street B to Cedar Avenue and at a minimum to the north line of Block 6, Lot 11 of Cedar Meadows;

i. The Developer shall, in accordance with City Council Resolution No. 2023-095, which is attached hereto and incorporated herein by reference as Exhibit F (the exhibit to the above-referenced Resolution are incorporated herein by reference due to length), meet the following conditions:

    i. Prepare and provide a specific erosion and sediment control plan for each phase of development of the preliminary plat with each individual final plat phase.

    ii. The street design specifications and construction thereof shall include and comply with the requirements outlined in paragraph 6. a. – d of Exhibit F.

    iii. The bicycle and pedestrian improvements and construction thereof shall include and comply with the requirements outlined in paragraph 7. a. – b. of Exhibit F.

    iv. The pedestrian improvements and construction thereof at the intersection of Cedar Avenue and North Avenue shall include and comply with the requirements outlined in paragraph 8. of Exhibit F.

v. The pedestrian improvements and construction thereof across Cedar Avenue at Lupine Drive shall include and comply with the requirements outlined in paragraph 8. of Exhibit F at the respective future phase of the development.

j. The greenway corridor on the west side of the subdivision and trail around the wetland shall be constructed by the Developer to the north line of Outlot E and connect to Street A with Cedar Meadows.

k. The road connection to the Northfield Hospital road shall be constructed by the Developer with the phase of the subdivision, which adjoins the location where the road meets the western edge and would then connect to the Northfield Hospital road.

l. A south bound turn lane at Cedar Avenue and Lupine Drive shall be constructed by the Developer to occur with a future development phase pending the traffic volume and phase to be determined by the City Engineer.

m. The City and the Developer agree to engage in discussions with Dakota County Community Development Agency regarding the construction of a portion of the townhomes within Cedar Meadows; provided however that the Developer shall have no obligation to ultimately work with or contract with Dakota County Community Development Agency and the Developer shall retain sole control over who constructs and finances the townhomes within Cedar Meadows.

28. **MISCELLANEOUS.**

a. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of the Development Property.

b. As applicable, in compliance with the Response Action Plan approved by the MPCA for the Development Property, the Developer shall remove and properly dispose of any environmental contamination within the Development Property.

c. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

d. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as applicable, shall be filed with the City Clerk with the Final Plat.

e. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project is completed and the City has accepted the public improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than $500,000 for one person and $1,500,000 for each occurrence; limits for property damage shall be not less than $1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the public and private improvements specified in this Agreement. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

f. Third parties shall have no recourse against the City or Developer under this Agreement.

g. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

h. The action or inaction of the City 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 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.

i. This Agreement shall run with the land and shall be binding upon Developer and its successors and assigns.

j. This Agreement will be recorded against the title to the Development Property within 60 days following execution hereof.

k. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

l. 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 hereafter arising, available to 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 shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

m. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property and Improvements.

n. The City's approval of the final plat or this Agreement does not include approval of building permits for any structures to be constructed within the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Development Property.

29. **DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, the City may, at its option, take one or more of the following actions:

a. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part for collection with the property taxes on the Development Property;

b. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;

c. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;

d. Halt all development work and construction of improvements until such time as the event of default is cured;

e. Withhold the issuance of a building permit or permits or certificates of occupancy and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured;

f. Tender written notice of a claim to the performance bond surety and utilize the Security to cover the City's costs to correct the default, the costs to complete any unfinished Project Improvements and/or the costs to enforce this Agreement; or

g. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

30. **WARRANTY.** The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for streets and utilities is two (2) years and shall commence following completion and final written acceptance of the work by the City Engineer. The required warranty period for sod, trees, and landscaping is two growing seasons following installation. The Developer shall post a security in the form of either a) a warranty/maintenance bond for 100% of the cost of the Improvements, b) a letter of credit, c) a performance bond or cash escrow for 25% of the amount of the original cost of the Improvements as warranty for the Improvements after completion to the City authorizing the commencement of work on the public and private Improvements specified in this Agreement. The retainage from the Project securities identified in this Agreement may also be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

31. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City, at the time of final plat approval or approval of this Development Agreement, as applicable, with a performance bond for 125% of the estimated Improvement costs, attached hereto as Exhibit E , or a City approved alternate form, from a bank (the "Security") for $3,910,316.00. The amount of the Security was calculated as follows:

CONSTRUCTION COSTS:

Streets and Trails	$1,285,975.00
Sanitary Sewer	$494,963.00
Watermain	$600,945.00
Storm Sewer	$962,317.00
Grading, Erosion Control, Ponds, Filtration Basins	$501,444.00
Street Lighting	$25,000.00
Street Signs and Traffic Control	$10,000.00

Landscape & BLVD Trees	$71,000.00
Monuments	$9.000.00
TOTAL ESTIMATED CONSTRUCTION COST	**$3,960,644.00**
SECURITY ADD-ON x 125%	**$990,161.00**
TOTAL PROJECT SECURITIES REQUIRED:	**$4,950,805.00**

This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank or surety, as applicable, shall be subject to the approval of the City Administrator. The Security may be in the form of annually renewable letters of credit or cash escrow, or, alternatively, a performance bond. Letters of credit or cash escrow agreements may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, or, tender a written notice of claim to the performance bond surety, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term by presenting the bank/escrow agent/surety with a written demand, claim or an affidavit signed by the City Administrator or the City Administrator's designee, as applicable, attesting to the City's right to make a claim or demand and receive funds under the Security. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw upon the Security or make a claim to the surety, as applicable. If the Security is drawn down or a claim is made, as applicable, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval, the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until: a) all Improvements have been completed, b) iron monuments for lot corners have been installed, c) all financial obligations to the City have been satisfied, d) the required "record" plans have been received by the City, e) a warranty security is provided as specified herein above,

f) the public improvements are accepted by the City Engineer, and g) if required by the City Administrator or Code, a title insurance policy indicating that the improvements are free and clear of any and all liens and encumbrances. The City standard specifications for utilities and street construction outline procedures for Security reductions, and reductions in the Letter of Credit, performance bond, cash escrow or a combination thereof, shall be considered only after underground utilities are tested and found to be satisfactory and again after the base bituminous layer has been placed.

32. **SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Agreement which must be furnished at the time of final plat approval or approval of this Agreement, as applicable. The Developer shall not proceed with any Improvements until these cash requirements have been paid to the City:

Street Light Operating Fee	$6,537.60
Construction Observation and Geotechnical Testing (7%)	$277,245.08
City Engineering Administration (2%)	$79,212.88
City Legal Expenses (0.5%)	$19,803.22
Sanitary Sewer Availability Charge	$116,685.00
Water Availability Charge	$50,985.00
WAC Trunk Oversize Credit	(-$79,350.00)
TOTAL CASH REQUIREMENTS	**$471,118.78**

As described in Section 20 above, the balance of the sanitary sewer availability and water availability charges for the Development Property, which relate to Block 3, Lot 1, shall be paid by the Developer at the time of building permit issuance for the proposed senior co-op apartment complex, it being understood that a building permit shall not be issued by the City until such charges are paid in full.

33. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 527 Professional Dr., Northfield, MN 55057. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of

the City Administrator at the following address: Northfield City Hall, 801 Washington Street, Northfield, MN 55057-2565.

34. **CONSTRUCTION MANAGEMENT.** During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:

    a. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.

    b. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.

    c. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on weekends or as otherwise provided in City Code.

    d. Site Maintenance. Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.

    e. Project Identification Signage. Project identification signs shall comply with City Code.

35. **EXPIRATION OF AGREEMENT.** This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding

that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance/Completion. Upon issuance of the Certificate of Compliance/Completion by the City, this Agreement shall terminate.

36. **TERMINATION; CONDITIONS PRECEDENT.**

a. If the Developer fails to: a) acquire fee simple title to all of the Development Property, and b) record this Agreement and the Plat in the office of the Dakota County Recorder, as applicable and as provided herein, within one (1) year after approval of the Final Plat or this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of the Plat shall be null and void, subject to the following:

i. All costs, fees and other amounts previously paid to the City in connection with the Plat, the Project Improvements, this Agreement and the Project shall belong to and be retained by the City;

ii. The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;

iii. The indemnifications of Developer shall survive and continue after such termination; and

iv. The parties shall be released from all other obligations and liabilities under this Agreement not specified above.

b. The City shall have no obligation to construct the Improvements and Developer shall have no right to construct the Improvements or construct the Project on the Development Property unless the Developer acquires fee simple title to the Development Property and records this Agreement and the Plat in the office of the Dakota County Recorder as required herein within one (1) year after approval of the final Plat by the City Council.

c. Building permits may be issued, subject to Developer providing evidence satisfactory to the City that the Plat and this Development Agreement have been duly recorded with the Dakota County Recorder and that the Developer has acquired fee simple title to the Development Property.

d. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.

e. Developer's right to construct the Improvements is contingent upon its (i) successful Closing by the Developer on its purchase of Development Property, if applicable, and (ii) obtaining a building permit from the City following submission of a complete and valid application for same. Nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, for the Developer to close on its purchase of the Development Property, or for the Developer to commence the development of the Development Property as set forth herein, or for the Developer to sell or lease homes constructed and located on the Development Property.

37. **ADOPTED BY REFERENCE.** The provisions of the City's Code, Chapter 34 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement, or by the final plat as approved by the City, as applicable. In the event that a provision of this Agreement is inconsistent with or in conflict with the City's Code, the City Code shall govern.

[Remainder of page left intentionally blank.]

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

DEVELOPER:

NORTH & CEDAR 62, LLP

BY: _____
Brett D. Reese, Its Managing Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 20th day of February, 20 26, by Brett D. Reese, the Managing Partner of North & Cedar 62, LLP, a limited liability partnership under the laws of the State of Minnesota, on behalf of the company and pursuant to the authority granted by its Partners.

BRENT KENNETH NYSTROM
NOTARY PUBLIC
MINNESOTA
My Commission Expires
01/31/2031

_____
NOTARY PUBLIC

CITY OF NORTHFIELD

BY: _____
Erica Zwiefel, Its Mayor

(SEAL)

AND _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 2nd day of March, 2026, by Erica Zwiefel and by Lynette Peterson, the Mayor and City Clerk of the City of Northfield, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

SARA ELIZABETH HOFFMAN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2030

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of Northfield
Community Development Department
Northfield City Hall
801 Washington Street
Northfield, MN 55057
507-645-8833

MORTGAGEE CONSENT
TO
DEVELOPMENT AGREEMENT

LPG Land, LLC, a Minnesota limited liability company, which holds a mortgage on the subject Development Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement for Cedar Meadows shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 26 day of February, 2026.

LPG Land, LLC

By: _____
Andrew Mickelson , Its Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA_)

The foregoing instrument was acknowledged before me this 26 day of February, 2026, by Andew Mickelson, the Chief Financial Officer of LPG Land, LLC, a Minnesota limited liability company, on behalf of said entity.

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of Northfield
Community Development Department
Northfield City Hall
801 Washington Street
Northfield, MN 55057
507-645-8833

SALLIE A MARTIN
Notary Public
Minnesota
My Commission Expires JANUARY 31, 2029

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Legal Description of Development Property Being Final Platted as Cedar Meadows

Outlot A North Booster Station Addition

EXHIBIT B
TO
DEVELOPMENT AGREEMENT

WARRANTY DEED FORM FOR OUTLOTS A, C, D, AND E

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: $ _____ DATE: _____, 20___

FOR VALUABLE CONSIDERATION, North & Cedar 62, LLP, a limited liability partnership under the laws of the State of Minnesota ("Grantor"), hereby conveys and warrants to the City of Northfield, a municipal corporation under the laws of the State of Minnesota ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

See Exhibit A attached hereto and incorporated herein by reference,

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

None.

The total consideration for this transfer is $3,000.00 or less.

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

North & Cedar 62, LLP

By: _____
_____, Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____, as _____, of North & Cedar 62, LLP, Grantor.

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Finance Director
City of Northfield
Northfield City Hall
801 Washington Street
Northfield, MN 55057

EXHIBIT A TO WARRANTY DEED

LEGAL DESCRIPTION

Outlots A, C, D and E, Cedar Meadows, Dakota County, Minnesota

EXHIBIT C
TO
DEVELOPMENT AGREEMENT

AFFADAVITS

Pursuant to the Development Agreement, prior to acceptance of the improvements by the City, the Developer must complete and furnish the following affidavits:

- Contractor's Certificate;
- Engineer's Certificate;
- Land Surveyor's Certificate; and
- Developer's Certificate;

in substantially the form provided herein, certifying that all construction has been completed in accordance with the terms of the Development Agreement.

CONTRACTOR'S CERTIFICATE OF COMPLIANCE

Project: Cedar Meadows

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20___, by and between the City of Northfield (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, and that the Project improvement work substantially conforms to the approved plans for the required improvements for the above-referenced Project and in accordance with the City Code (Chapter _____), City standard specifications for utilities and street construction, and the City's engineering standard specifications

I/we certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Contractor agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Contractor is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Northfield City Code, Chapter ____, section _____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of Northfield to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER'S CONTRACTOR:

_____

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. the _____ of _____, a Minnesota _____, on behalf of _____.

_____
Notary Public

ENGINEER'S CERTIFICATE OF COMPLIANCE

Project: Cedar Meadows

I/we, the undersigned, based upon site observation, certify that those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20___, by and between the City of Northfield (the "City") and the Developer, appear to have been completed in accordance with the provisions of the Agreement and, to the best of our knowledge, the Project improvement work substantially conforms to the approved plans for the required improvements for the above-referenced Project and in accordance with the City Code (Chapter ____), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

This affidavit is made for the purpose of inducing City of Northfield to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER'S ENGINEER:

_____

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of _____, a Minnesota _____, on behalf of _____.

.

_____
Notary Public

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED is a Registered Land Surveyor. The plat of _____ was graded in accordance with the grading plan approved by the City for the plat prepared by _____ dated _____. The undersigned certifies that the "record" grading plan dated _____ is accurate and was prepared by the undersigned or under the undersigned's direction. The record grading plan includes field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; and c) lot corner elevations and house pads. All lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

Dated: _____.

_____
REGISTERED LAND SURVEYOR

Registration No. _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____.

_____
Notary Public

DEVELOPER'S CERTIFICATE OF COMPLIANCE

Project: Cedar Meadows

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20___, by and between the City of Northfield (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, that the Developer has complied to date with all requirements set forth in the Agreement, and that the work under the above named Project including all appurtenances thereto has been completed in accordance with the City Code (Chapter ____), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

I/we further certify that all charges or bills for labor or services performed or materials furnished, and other charges by the subcontractors for the required Project improvements have been paid in full and in accordance with the terms of that/those contract(s).

I/we further certify that the required Project improvements are free and clear of any and all liens and encumbrances; that no notice of intention to claim liens is outstanding, and that no suits are pending by reason of the Project.

I/we finally certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Developer agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Developer is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Northfield City Code, Chapter ____, section _____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of Northfield to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER:

_____

BY: _____

_____, Its _____

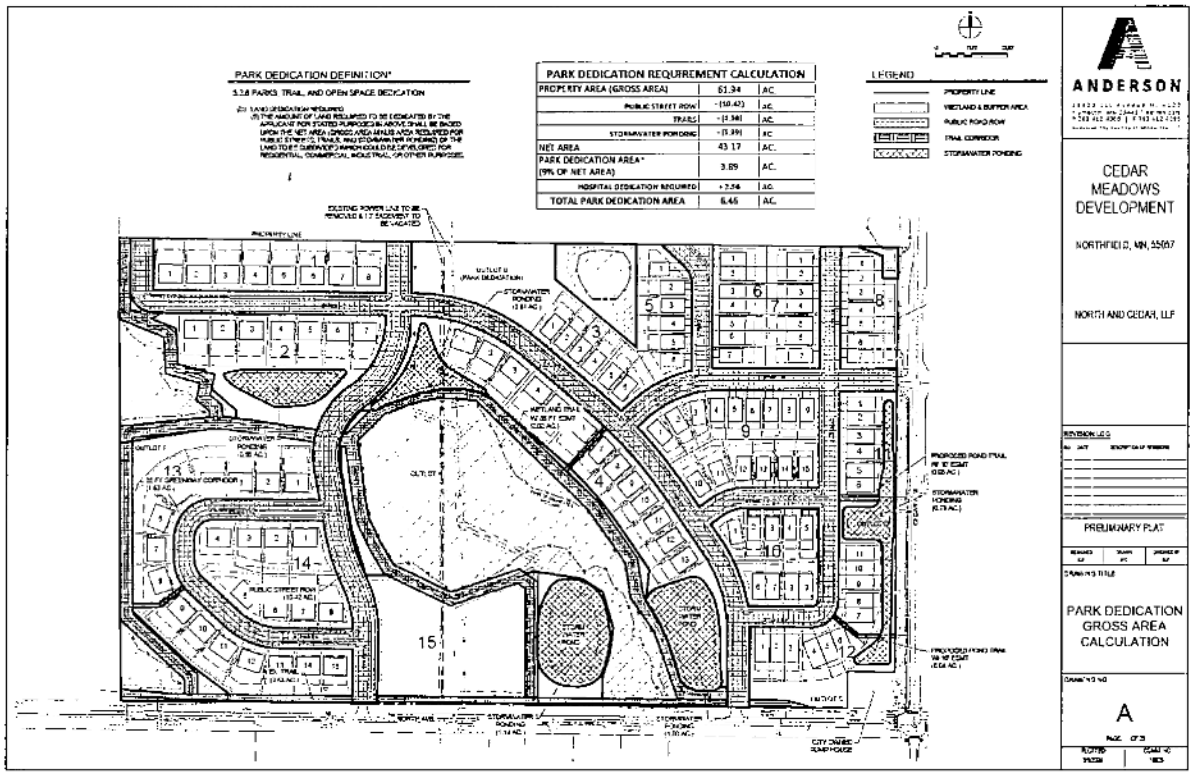
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. the _____ of _____, a Minnesota _____, on behalf of _____.

_____
Notary Public

EXHIBIT D
TO
DEVELOPMENT AGREEMENT

PARKLAND DEDICATION PHASING PLAN



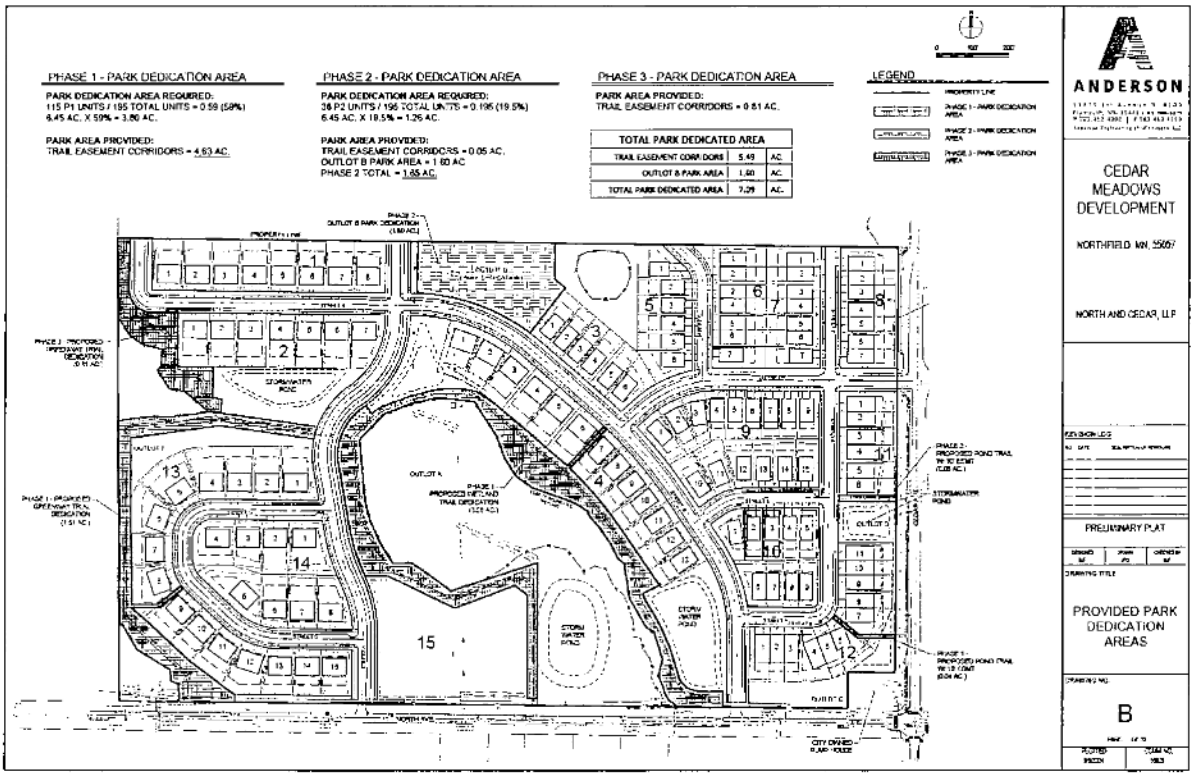

PHASE 1 - PARK DEDICATION AREA
PARK DEDICATION AREA REQUIRED:
115 P1 UNITS / 195 TOTAL UNITS = 0.59 (59%)
6.45 AC. X 59% = 3.80 AC.
PARK AREA PROVIDED:
TRAIL EASEMENT CORRIDORS = 4.63 AC.
PHASE 2 - PARK DEDICATION AREA
PARK DEDICATION AREA REQUIRED:
36 P2 UNITS / 195 TOTAL UNITS = 0.195 (19.5%)
6.45 AC. X 19.5% = 1.26 AC.
PARK AREA PROVIDED:
TRAIL EASEMENT CORRIDORS = 0.05 AC.
OUTLOT B PARK AREA = 1.60 AC
PHASE 2 TOTAL = 1.65 AC.
PHASE 3 - PARK DEDICATION AREA
PARK AREA PROVIDED:
TRAIL EASEMENT CORRIDORS = 0.81 AC.
TOTAL PARK DEDICATED AREA
TRAIL EASEMENT CORRIDORS 5.49 AC
OUTLOT B PARK AREA 1.60 AC.
TOTAL PARK DEDICATED AREA 7.09 AC.
LEGEND
PROPERTY LINE
PHASE 1 - PARK DEDICATION AREA
PHASE 2 - PARK DEDICATION AREA
PHASE 3 - PARK DEDICATION AREA
ANDERSON
CEDAR MEADOWS DEVELOPMENT
NORTHFIELD, MN. 55057
NORTH AND CEDAR, LLP
PRELIMINARY PLAT
PROVIDED PARK DEDICATION AREAS
B

EXHIBIT E
TO
DEVELOPMENT AGREEMENT

PERFORMANCE BOND

SKYWARD SPECIALTY INSURANCE | Surety

BOND NO. GM242794

Subdivision Performance Bond
Site Improvements

KNOW ALL PERSONS BY THESE PRESENTS that we, North & Cedar 62, LLP, 527 Professional Dr, Northfield, MN 55057, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under the laws of the state of Texas and duly licensed to conduct a general surety business in the state of Minnesota, as Surety, are held and firmly bound unto City of Northfield, 801 Washtington St, Northfield, MN 55057, as Obligee, in the sum of Four Million Nine Hundred Fifty Thousand Eight Hundred Five and no/100 ($4,950,805.00**********) dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a development agreement dated March 2, 2026, as amended (the "Agreement") with said Obligee relating to a subdivision identified as: Cedar Meadows - Phase 1, Northfield, Minnesota.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform said Agreement during the original term thereof, or of any extension of said term that may be granted by the Obligee in writing and consented to in writing by the Surety, then this obligation shall be void, otherwise it shall remain in full force and effect for the period required under the terms and conditions specified in the Agreement. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee(s) only, and no other person or entity shall have any rights under this bond.
2. No claim shall be allowed against this bond after the expiration of one year from the completion date set forth in the Agreement, or one year from the end of the latest extension of time consented to in writing by the Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
3. In the event of a default as provided in the Agreement by the Principal and the receipt by Surety of timely written notice of a claim, the Surety shall be liable to reimburse the Obligee for damages sustained by the Obligee as a result of Principal's default of its bonded obligation. It is understood and agreed that this bond shall not be construed as a penalty or as a forfeiture obligation, but rather reimburses the Obligee for actual losses incurred.
4. This bond covers installation of site improvements as required and specified in the Agreement pursuant to Obligee-approved plans and specifications, and does not cover on-going maintenance of completed site improvements following acceptance thereof by Obligee as provided in the Agreement. This bond will not respond to any liability that arises from efficiency guarantees, nor design defects, unless such design defects are due to default by the Principal and only if there is no Obligee default.
5. In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this bond set forth above.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed by its duly authorized Attorney-in-Fact this 1st day of March, 2026.

This Space Intentionally Left Blank. Signatures on Next Page.

Principal

Signature of Authorized Officer

Brett D. Reese - Managing Partner

Print Name & Title

Great Midwest Insurance Company

Signature of Attorney-in-Fact

Troy Staples

Print Name

[SEAL]

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of Minnesota)
)
County of Rice)

On this 23rd day of February, in the year 2026, before me personally come(s) Brett D. Reese, a member of the co-partnership of _____ North & Cedar 62 LLP to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

BRENT KENNETH NYSTROM
NOTARY PUBLIC
MINNESOTA
My Commission Expires
01/31/2030

Brent Kenneth Nystrom
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 1st day of March, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Great Midwest Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Great Midwest Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said Instrument as Attorney(s)-in-Fact of the said company by like order.

LISA M. FRANCOUR
Notary Public
Minnesota
My Commission Expires 1-31-2030

Lisa M Francour
Notary Public

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Troy Staples, Zachary Pate, Nicholas Hochban, Jennifer Boyles

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 1st Day of March 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

EXHIBIT F
TO
DEVELOPMENT AGREEMENT

CITY COUNCIL RESOLUTION 2023-095

CITY OF NORTHFIELD, MN
CITY COUNCIL RESOLUTION 2023-095

APPROVING A PRELIMINARY PLAT FOR CEDAR MEADOWS

WHEREAS, North and Cedar 62, LLP, the owner of the subject property (the "Applicant") has submitted an application for preliminary plat approval for Cedar Meadows, which subject property is legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the above-mentioned preliminary plat is attached hereto as Exhibit B (the "Preliminary Plat"), which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Northfield City Code, Chapter 34, Section 8.5.12 (B)(2), the Planning Commission and City Council shall consider the following criteria in the review of a preliminary plat. Criteria (a) and (g) must be met and (b) through (f) shall be considered:

(a) The proposed subdivision must be in full compliance with the provisions of this LDC;
(b) The proposed subdivision must be in accordance with the general objectives, or with any specific objective, of the city's comprehensive plan, capital improvements program, or other city policy or regulation;
(c) The physical characteristics of the site, including but not limited to topography, vegetation, susceptibility to erosion and sedimentation, susceptibility to flooding, water storage, and retention, must be such that the site is suitable for the type of development or use contemplated;
(d) The site must be physically suitable for the intensity or type of development or use contemplated;
(e) The design of the subdivision or the proposed improvements must not be likely to cause substantial and irreversible environmental damage;
(f) The design of the subdivision or the type of improvements must not be detrimental to the health, safety, or general welfare of the public; and
(g) The design of the subdivision or the type of improvement must not conflict with easements on record, unless those easements are vacated, or with easements established by judgment of a court; and

WHEREAS, City Staff and the Planning Commission have reviewed the submittal of the Preliminary Plat and have determined that it meets the above criteria contained in the City of Northfield City Code, Chapter 34, the "Land Development Code"; and

WHEREAS, a Public Hearing was duly noticed to take place on March 16, 2023, the Applicant withdrew from the agenda and the public hearing did not occur; and

WHEREAS, the Planning Commission considered the Applicant's request for the Preliminary Plat at a duly noticed Public Hearing, which took place on July 20, 2023; and

WHEREAS, following further review of the Preliminary Plat at their July 20, 2023 meeting, the Planning Commission voted to lay over making a recommendation on the Preliminary Plat to the City Council to their August meeting; and

WHEREAS, the Planning Commission further considered and recommended approval of the Preliminary Plat to City Council at their August 17, 2023 meeting by a 4-1 vote; and

WHEREAS, the City Council of the City of Northfield reviewed the proposed Preliminary Plat for compliance with the Land Development Code and statutes of the State of Minnesota at its duly noticed meeting held October 3, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT: the City Council hereby adopts the Findings of Fact contained in Exhibit C, attached hereto and incorporated herein by reference, addressing the required criteria contained in Northfield City Code, Chapter 34, Section 8.5.12 (B)(2), and the Preliminary Plat of Cedar Meadows is hereby approved, subject to the following conditions:

1. All subsequent Final Plats related to the Preliminary Plat shall comply with the provisions of all state statutes and standard procedures for platting in Dakota County and shall comply with all applicable procedures and requirements contained in the Land Development Code.

2. Prior to the City's execution of a Final Plat, the Applicant must enter into an agreement with the City for the installation of all required improvements, which shall be referred to as the "Development Agreement."

3. Pursuant to Northfield City Code, Chapter 34, Section 8.5.12 (B)(4)(a) the city council can approve a different time period as part of the preliminary plat approval. The Preliminary Plat expiration date shall accordingly be five (5) years after the date of approval hereof. The Applicant shall file a complete application for approval of a final plat within said period or such Preliminary Plat shall expire and be of not further force or effect without further action by the City Council.

4. The Applicant shall meet the park dedication requirements in City Code, Chapter 34, Section 5.2.6, in the form of land dedication for parks and open space acquisition and development as recommended by the Northfield Parks and Recreation Advisory Board at their January 9, 2023 meeting and such requirements shall be terms and conditions contained in the Development Agreement. (See Exhibit D).

5. The Applicant shall prepare a "phase specific" erosion and sediment control plan for each individual final plat phase as the Preliminary Plat is final platted.

6. Street design specifications shall be consistent with the "Street" classification in the Street Type Table in Northfield's Pedestrian, Bike and Trail Plan (2019) and be included in the Development Agreement, as follows:
    a. Street A shall include a 10-foot boulevard, no parking on both sides of the street and reduce the street width to 22 feet (10 ft. drive lanes, 2 ft. curb reaction) wide for an approximate 70-foot ROW.
    b. Construct Street B to align and connect to existing hospital road. The City will work with the land owner, hospital, St. Olaf and the developer to make this connection occur.
    c. Street B and Lupine Dr. shall be adjusted to a street width of 28 feet (7 ft. parking, 19 ft. travel way, 2 ft. curb reaction), with parking only on the north/east side, a 6-foot sidewalk on the south/west side, a 12-foot shared path on the north/east side and 8 ft boulevards for an approximate 64-foot right-of-way (ROW).
    d. Street C - G shall be adjusted to a street width of 28 feet (7 ft. parking, 19 ft. travel way, 2 ft. curb reaction), parking on one side, 6-foot sidewalks on each side, an 8-foot boulevard and sidewalk needs to be one-foot interior to the ROW line creating an approximate 60-foot ROW.

7. Bicycle and Pedestrian improvements:
    a. Implement the following recommendations identified in the Alta Report (See Exhibit E), which shall be included in the Development Agreement:
        i. Install enhanced trail and intersection crossings, which may include raised crossings/curb extension at the locations identified in the Alta Report.
        ii. Install curb extensions at T-intersections and at the trail crossing across Street A as recommended in the Alta Report
        iii. Install a trail connection from Street E to Cedar Avenue as recommended in Alta Report.
    b. Consider cost-sharing for the trail along the west side of Cedar Ave. from North Ave. to the limits of the development property.

8. Implement the pedestrian improvements across Cedar Ave. at Lupine Dr. and North Ave. as submitted by the Applicant and shown in Drawing C3 (See Exhibit F), or designs substantially similar to improve safety and enhance connectivity, pending approval from Dakota County, which shall be included in the Development Agreement.

PASSED by the City Council of the City of Northfield on this 3 day of October 2023.

ATTEST

City Clerk

Mayor

VOTE: Y POWNELL Y HOLMES Y REISTER Y NESS
Y SOKUP Y PETERSON WHITE Y ZUCCOLOTTO