

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT,
DATED JULY 23, 2019**

This First Amendment to Development Agreement, dated July 23, 2019 (the "First Amendment") is made this 2 day of February, 2020, by and between the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota (the "City"), and Maple Brook, LLC, a limited liability company under the laws of the State of Minnesota (the "Developer"); (collectively referred to herein as the "parties").

WHEREAS, the City and the Developer entered into a Development Agreement, dated July 23, 2019 (the "Development Agreement"), covering the Maple Brook Townhomes development project in the City of Northfield, Minnesota (the "Project") on the Development Property legally described in Exhibit A (the "Development Property"), which is attached hereto and incorporated herein by reference, and filed for record in the office of the Rice County Recorder, Rice County, Minnesota, on August 12, 2019, as Document No. A718544; and

WHEREAS, the Development Agreement is incorporated herein by reference; and

WHEREAS, paragraph 20.a. of the Development Agreement provides for reimbursement by the City to the Developer for the portion of the Trunk Sanitary Sewer improvements constructed by the Developer on behalf of the City associated with oversizing such public infrastructure for future City use in an amount not to exceed \$58,746.00; and

WHEREAS, due to unforeseen circumstances the actual costs of oversizing the City portion of the Trunk Sanitary Sewer improvements by the Developer exceeded the above estimated amount; and

WHEREAS, pursuant paragraph 28.h. of the Development Agreement, the Developer has now requested that the City reimburse the Developer for the actual costs of the above-mentioned City improvements in the amount of \$76,746.00.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and

conditions hereinafter contained, the parties agree as follows:

1. That numbered paragraph 20.a. of the Development Agreement is hereby amended as follows (new material is underlined; deleted material is ~~lined-out~~):

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 Developer will be charged 75% of the unit equivalent for public housing units and housing units subsidized under any governmental program for low and moderate income housing pursuant to City Code, section 82-32 (b) (3). The developer is providing five of the twenty four units that qualify for the above-referenced credit. Based on the application of the above-referenced credit, 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 \$45,886.75. The area charge is based on the number of units in the Project and is calculated as follows: 19 units x \$2,017/unit; plus 5 units x \$1,512.75/unit = \$45,886.75. The public improvements include ~~\$58,746.00~~ \$76,746.00 of eligible costs for reimbursement to the Developer for the City portion of the Trunk Sanitary Sewer installation costs associated with oversizing the infrastructure for future City use to be reimbursed by the City. Within thirty (30) days of the completion of the public improvements, the Developer shall submit to the City an invoice for reimbursement for the trunk sanitary sewer installed with the public improvements in an amount not to exceed ~~\$58,746.00~~ \$76,746.00.
- b. Water Availability Charge: The Developer shall pay a watermain availability charge of \$20,042.75. The access charge is based on the number of units in the Project and is calculated as follows: 19 units x \$881/unit plus 5 units x \$660.75/unit = \$20,042.75. The public improvements include the installation of Trunk Watermain by the Developer at a cost of \$6,930.00, which are costs associated with oversizing the infrastructure for future City use to be reimbursed by the City. Within thirty (30) days of the completion of the public improvements the Developer shall submit to the City an invoice for reimbursement for the trunk watermain installed with the public improvements in an amount not to exceed \$6,930.00.

The Developer shall pay the above sanitary sewer and water availability charges specified above herein within ten (10) days after approval of this Agreement. The City shall pay for the trunk sanitary sewer and trunk watermain oversizing on Maple Street required by this Agreement in the amounts set forth in subsections a. and b. above. City payment for such amounts will be made within 30-days of receipt of the

Developer's invoice for reimbursement, which invoice shall not be submitted to the City by Developer until completion of the public improvements.

2. That numbered paragraph 32. of the Development Agreement is hereby amended as follows (new material is underlined; deleted material is ~~lined out~~):

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 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	\$ 436
City Engineering Construction Observation (7%)	\$15,956
City Engineering Administration (2.5%)	\$ 5,699
City Legal Expenses (0.5%)	\$ 1,140
Sanitary Sewer Availability Charge	\$45,887
Water Availability Charge	\$20,043

TOTAL CASH REQUIREMENTS

\$89,161

Payments by City to Developer:

Sanitary Sewer Trunk Payment

~~\$58,746~~ \$76,746.00

Watermain Trunk Oversize Payment

\$ 6,930

3. The recitals hereto are made a part hereof.
4. Except as modified by this First Amendment, the Development Agreement shall remain unimpaired and in full force and effect.

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EXHIBIT A

Legal Description of Development Property

Outlot A, Southbridge 1st Addition, City of Northfield, Rice County, Minnesota.