

**TAX ABATEMENT AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF KANDIYOHI, MINNESOTA**

**AND**

**LITTLE CROW GOLF ASSOCIATION, LLC**

**AND**

**GLACIAL RIDGE HOSPITALITY LLC**

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## TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of August, 2017, by and between the County of Kandiyohi, Minnesota, a Minnesota body politic and corporate and political subdivision (the “County”), Little Crow Golf Association, LLC, a Minnesota limited liability company and Glacial Ridge Hospitality LLC, a Minnesota limited liability company (collectively, the “Developer”),

WITNESSETH:

WHEREAS, the Developer purchased property located at 16187 Golfview Road Northeast in the City of New London, comprised of Kandiyohi County Parcel Identification No. 27-022-0200, as legally described on the attached **Exhibit A** (the “Development Property”), in New London, and plans to demolish the existing structure and construct a new facility located on the Development Property by constructing capital improvements totaling more than \$6,850,000. The project consists of the construction of a new 51-unit franchised GrandStay Hotel and Suites with pool and elevator, a new 300-seat event/banquet facility, replacement of existing clubhouse, restaurant and pro shop, and grading and paving the parking lot at the Little Crow Country Club (the “Project”); and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the County has established a Tax Abatement Program pursuant to which the County is authorized to grant an abatement of ad valorem property taxes imposed by the County under certain conditions; and

WHEREAS, the Developer has requested that the County provide financial assistance in the form of property tax abatement on the Development Property in the County to abate the County’s share of ad valorem property taxes on the Development Property for a period not to exceed ten (10) years, specifically with respect to the payable 2020 through 2029 property taxes, in a total amount not to exceed \$720,780.00; and

WHEREAS, the County believes that the development and construction of the Project and fulfillment of this Agreement are vital and are in the best interests of the County, will result in the creation of new employment opportunities for its citizens, increase and modernize the commercial building facilities available in the County, and increase the tax base in the County, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, following notice and a public hearing the County approved assistance for the Project on October 4, 2016, and on August 15, 2017 adopted a resolution entitled “Resolution Approving Property Tax Abatement and a Tax Abatement Agreement for the GrandStay Hotel/Event Center Project” (the “Abatement Resolution”), agreeing to provide, in accordance with the referenced Abatement Resolution, State law and this Agreement, abatement of County property taxes on the Development Property subject to the terms and conditions contained in the above-referenced Abatement Resolution and this Agreement (the “Tax Abatement” or “Abatement”); and

WHEREAS, by operation of Minnesota Statutes, 116J.993, subdivision 3(17), the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement; and

WHEREAS, the County believes that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the County expects the benefits to the County from this Agreement to equal or exceed the costs to the County of this Agreement; and (b) the County finds that granting the Tax Abatement is in the public interest because it will increase or preserve the tax base of the County, help retain and expand commercial and industrial enterprise in the County, and provide employment opportunities in the County; and

WHEREAS, the County has determined that the Project: (a) will promote and carry out the objectives for which development in the County has been undertaken; (b) will be in the vital best interests of the County and the health, safety, morals and welfare of its residents; and (c) is in accord with the public purposes and provisions of the applicable state and local laws under which the Project will be undertaken and is being assisted; and

WHEREAS, the Developer and the County desire to enter into this Agreement in satisfaction of applicable requirements of the County, and to set out the undertakings and obligations of each party from this point forward with respect to the Project.

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

## **ARTICLE I DEFINITIONS**

**Section 1.1 Definitions.** All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Benefit Date means every date on which the County makes a payment of Tax Abatement to the Developer according to the specific provisions of Section 3.9, consistent with the statutory definition of the term contained in Minnesota Statutes, Section 116J.993, Subdivision 2;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the State are authorized by law or executive order to close;

City means the City of New London, Minnesota;

County means the County of Kandiyohi, Minnesota;

Developer means, collectively, Little Crow Golf Association and Glacial Ridge Hospitality, and their respective successors and assigns;

Development Property means the real property described on **Exhibit A**, attached hereto;

Event of Default means any of the events described in Section 4.1;

Glacial Ridge Hospitality means Glacial Ridge Hospitality LLC, a Minnesota limited liability company and its successors and assigns;

Little Crow Golf Association means Little Crow Golf Association, LLC, a Minnesota limited liability company and its successors and assigns;

Project means the construction of capital improvements on the Development Property totaling more than \$6,850,000, including the construction of a new 51-unit franchised GrandStay Hotel and Suites with pool and elevator, a new 300-seat event/banquet facility, replacement of existing clubhouse, restaurant and pro shop, and grading and paving the parking lot at the Little Crow Country Club, pursuant to specifications as provided in the Project Plans (as the same may be modified with County approval from time to time) and this Agreement;

Project Plans means all submissions required by this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project, irrespective of whether the final approval of any such documents occurs before or after the execution and delivery of this Agreement;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Program means the action by the County pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatement means the County's reimbursement to the Developer of the County's share of ad valorem property taxes imposed on the Development Property and paid by the Developer for a period not to exceed ten (10) years, specifically with respect to the payable 2020 through 2029 property taxes, in a total amount not to exceed \$720,780.00, pursuant to the specific provisions of Section 3.9.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1 Representations and Warranties of the County.** The County makes the following representations and warranties:

(1) The County is a body politic and corporate and political subdivision organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the County proposes, subject to the further provisions of this Agreement, to reimburse the Developer for Project costs as further provided in this Agreement.

(4) The County has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) This Agreement has been duly approved by the County Board of the County and the execution and delivery of this Agreement has been authorized by such County Board.

**Section 2.2 Representations and Warranties of the Developer.** The Developer makes the following representations and warranties:

(1) Little Crow Golf Association is a limited liability company duly organized, in good standing, and validly existing under the laws of the State of Minnesota and is registered and in good standing with the Office of the Secretary of State of Minnesota, with full authority to transact business in this State, has the power to enter into the Agreement and to perform its obligations hereunder, and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(2) Glacial Ridge Hospitality is a limited liability company duly organized, in good standing, and validly existing under the laws of the State of Minnesota and is registered and in good standing with the Office of the Secretary of State of Minnesota, with full authority to transact business in this State, has the power to enter into the Agreement and to perform its obligations hereunder, and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(3) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Project Plans, and all local, state, and federal laws and regulations.

(4) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Developer will request and seek to obtain, if necessary, such approvals, variances, conditional use permits, zoning changes and other required approvals as may be applicable.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the County with respect to any litigation commenced with respect to the Project, but only to the extent that the County and the Developer are not adverse parties to the litigation.

(8) Developer's investment in the purchase price of the Development Property and in site preparation is 70 percent or more of the assessor's current year's estimated market value.

### **ARTICLE III UNDERTAKINGS BY DEVELOPER AND COUNTY**

#### **Section 3.1 Construction of Project and Reimbursement of Cost.**

(1) The Developer will construct or cause the Project to be constructed in a good and workmanlike manner in accordance with the Project Plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) The County shall partially reimburse the Developer for the costs of the Project paid by the Developer pursuant to the Abatement Program as provided in Section 3.9, and shall have no other financial obligation to the Developer with respect to the Project.

**Section 3.2 Limitations on Undertaking of the County.** Notwithstanding the provisions of Section 3.1, the County shall have no obligation to reimburse the Developer for the costs of the Project, if the County, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

#### **Section 3.3 Completion of Construction.**

The Developer shall complete the Project by May 1, 2018, unless extended to a date mutually agreeable to the City and Developer, in writing. All work with respect to the Project to

be constructed or provided by the Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City. Promptly after completion of the Project, in accordance with the provisions of this Agreement, and upon written request made by the Developer, the County will furnish the Developer with a certificate of completion. Compliance by the Developer with all the terms of this Agreement shall be a condition precedent to the issuance of any certificate of completion. The certificate of completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Project

**Section 3.4 Damage and Destruction.** In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project.

**Section 3.5 No Change in Use of Project.** The County's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer.

**Section 3.6 Transfer of Project and Assignment of Agreement.** Developer may not assign its rights or obligations under this Agreement, or any portion of them, to a third party without the written consent of the County which consent the County may grant or withhold in its sole and absolute discretion. An assignment of the Developer's rights or obligations under this Agreement, shall not relieve the Developer of liability to the County for the performance of the Developer's obligations under this Agreement unless the County expressly agrees, in writing and in its sole and absolute discretion, to so release the Developer.

**Section 3.7 Real Property Taxes.** The Developer acknowledges that it is obligated under law to pay all real property taxes and special assessments payable with respect to all parts of the Development Property acquired and owned by it which are payable pursuant to this Agreement, State law and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof) and until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceeding, including delinquent tax proceeding with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;



(3) It will not seek any tax deferral or abatement not expressly provided for in this Agreement so long as this Agreement remains in effect.

### **Section 3.8 Economic Development Goals.**

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidies Act”), the Developer acknowledges and agrees that the amount of the “Business Subsidy” granted to the Developer under this Agreement is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to create new employment opportunities for local residents, increase and modernize the commercial building facilities available, and increase the tax base. The Developer agrees that it will meet the following goals (the “Goals”):

(a) To create a minimum of 35 full-time equivalent jobs on the Development Property by May 1, 2020.

(b) For each full-time equivalent job added pursuant to subparagraph (a) above, to pay a wage that with benefits is at least \$10 per hour.

(2) If the Goals are not met, the Developer agrees to repay the Business Subsidy received on a prorated basis, plus interest set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, subdivision 2, accruing from and after the Benefit Date, as that term is defined in Minnesota Statute, Section 116J.993, compounded semiannually.

(3) The Developer agrees to report its progress on achieving the Goals to the County until the later of the date the Goals are met, or, if the Goals are not met, until the date the Business Subsidy is repaid, if necessary. The Developer agrees to file its report no later than March 1 of each year commencing March 1, 2019. The County agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the County a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Developer agrees to continue or cause to be continued operations of the Project on the Development Property for at least five (5) years after the Project has been completed and the Goals have been met

### **Section 3.9 Tax Abatement Program.**

(1) The Tax Abatement paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration of not to exceed ten years and shall apply to the increased portion of the County’s share of ad valorem property taxes imposed on the

Development Property derived from the value of the Project and paid by the Developer, in a total amount not to exceed \$720,780.00, beginning with taxes payable in 2020 and continuing through taxes payable in 2029, as follows:

(a) For the years 2020 through 2027, 100 percent of the increased portion of the County's share of ad valorem property taxes on the Development Property resulting from the Developer's acquisition of the Development Property and the Project; and

(b) For the years 2028 and 2029, 80 percent of the increased portion of the County's share of ad valorem property taxes on the Development Property resulting from the Developer's acquisition of the Development Property and the Project.

The increased portion of the County's share of ad valorem property taxes on the Property which will be subject to abatement under this paragraph shall be any property taxes collected in any given year in excess of the 2016 base tax capacity for the Development Property.

(3) On or before February 1 and August 1 each year commencing August 1, 2020 to and including February 1, 2030 the County shall pay the Developer the amount of the Tax Abatement received by the County in the previous six-month period.

(4) In order to be entitled to the Tax Abatement provided for in this Agreement, the Developer shall not be in default within the County of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the County shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the County, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

#### **ARTICLE IV EVENTS OF DEFAULT**

**Section 4.1 Events of Default Defined.** The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Development Property, the Project or any portion thereof owned by the Developer.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default.

**Section 4.2 Remedies on Default.** Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the County, as specified below, in addition to any other remedies or rights given the County under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The County may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure its default and continue its performance under this Agreement.

(2) The County may cancel and rescind the Agreement.

(3) The County may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the County of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Development Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The County may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

**Section 4.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

**Section 4.4 No Implied Waiver.** In the event any obligation contained in this Agreement should be breached by either party hereto and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 4.5 Agreement to Pay Attorneys' Fees and Expenses.** Whenever any Event of Default occurs and the County shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the County the reasonable fees of such attorneys and such other expenses so incurred by the County.

**Section 4.6 Release and Indemnification Covenants.**

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the County and its officers, agents, servants, employees and all members of the County Board harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Development Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the County and its officers, agents, servants and employees and all members of the County Board, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The County and its officers, agents, employees and all members of the County Board shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County and not of any officer, agent, servant, employee or any members of the County Board, and other board or commission of the County in the individual capacity thereof.

(5) The Developer is not an agent of the County and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the County relating to the Project.

## **ARTICLE V ADDITIONAL PROVISIONS**

**Section 5.1 Conflicts of Interest/No Personal Liability.** No member of the governing body or other official or employee of the County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the County shall be personally liable to the Developer in the event of any default or breach by the County or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

**Section 5.2. Non-Discrimination.** Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

**Section 5.3. No Merger.** None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Development Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

**Section 5.4. Responsibility for Costs.** Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the County for reasonable, administrative and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the County within thirty (30) days after receipt. If the bills are not paid on time, the County may without further notice to Developer exercise any one or more of the remedies provided to the County by Article 5 hereunder.

**Section 5.5 Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Dean Lindquist  
Little Crow Golf Association, LLC  
David Harchanko  
Glacial Ridge Hospitality LLC  
16187 Golfview Road Northeast  
New London, MN 56273

- (2) in the case of the County is addressed to or delivered personally to:

County Auditor  
County of Kandiyohi  
2200 23rd Street NE  
Suite 2020  
Willmar, MN 56201

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

**Section 5.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 5.7 Duration.** This Agreement shall remain in effect through February 1, 2030, unless earlier terminated or rescinded in accordance with its terms.

**Section 5.8 Provisions Surviving Rescission or Expiration.** Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

**Section 5.9 Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the County, the State Auditor, or any of their duly authorized representatives, upon reasonable written notice, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement. The Developer agrees to maintain these records for a period of six years from the date of certification by the County that the Goals have been met.

**Section 5.10 Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

**Section 5.11. Rules of Interpretation.**

(1) *Governing Law.* This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) *Includes Entire Agreement.* The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) *Original Sections.* References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) *Headings.* Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(5) *Conflict Between Agreements.* In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) *Entire Agreement.* This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

LITTLE CROW GOLF ASSOCIATION, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

GLACIAL RIDGE HOSPITALITY, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

COUNTY OF KANDIYOHI, MINNESOTA

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its County Auditor



Exhibit A  
Legal Description of Development Property

Parcel No. 27-022-0200

That part of the NW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> and the SW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> of Section 22, Township 121, Range 34, Kandiyohi County, Minnesota, described as follows: Commencing at the Northwest corner of said Section 22; thence on an assumed bearing of S 01°51'25" W along the West line of said Section 22, to the Southwest corner of said NW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>; thence on a bearing of S 89°09'04" E along the South line of said NW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>, a distance of 1171.97 feet to its intersection with the Westerly right of way line of the Minnesota Department of Natural Resources State Trail, said point being the point of beginning of the tract herein described; thence continue on a bearing of S 89°09'04" E along the South line of said NW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>, a distance of 25.04 feet to the Westerly line of the Minnesota Department of Natural Resources State Trail; thence on a bearing of S 04°14'58" W along the West line of said Minnesota Department of Natural Resources State Trail, 56.24 feet; thence on a bearing of N 85°45'02" W, 84.35 feet; thence on a bearing of N 04°33'49" E, 64.18 feet; thence on a bearing of N 36°29'10" W, 8.27 feet; thence on a bearing of N 85°12'06" W, 34.71 feet; thence on a bearing of N 04°41'26" E, 39.62 feet; thence on a bearing of N 36°29'10" W, 21.93 feet; thence on a bearing of N 84°31'05" W, 188.12 feet; thence on a bearing of S 05°21'37" W, 23.65 feet; thence on a bearing of N 85°08'32" W, 109.69 feet; thence on a bearing of N 04°14'57" E, 18.85 feet; thence on a bearing of N 85°47'43" W, 66.00 feet; thence on a bearing of N 03°44'50" E, 136.24 feet; thence on a bearing of S 87°36'51" E, 32.19 feet; thence on a bearing of N 04°17'21" E, 175.40 feet; thence on a bearing of S 85°46'21" E, 168.23 feet; thence on a bearing of N 04°15'33" E, 334.99 feet; thence on a bearing of S 85°45'02" E, 277.95 feet to the Westerly line of the Minnesota Department of Natural Resources State Trail; thence on a bearing of S 04°14'58" W along last said line, 720.35 feet to the point of beginning.