

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 30<sup>th</sup> day of March, 2007, by and between the City of Lanesboro, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Church Hill Cooperative, Ltd (the "Developer"), a Minnesota corporation.

### WITNESSETH:

WHEREAS. pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City has formed Municipal Development District No. 2, (the "Development District") and has adopted a development program therefore (the "Development Program"); and

WHEREAS. pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.179, as amended, (hereinafter the "Tax Increment Act"), the City has created, within the Development District, Tax Increment Financing District No. 2-2 (the "Tax Increment District"), and has adopted a tax increment financing plan, dated December 15, 2003 therefore (the "Tax Increment Plan") which provides for the use of tax increment financing in connection within the Development District; and

WHEREAS. in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for the development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of the Project (as hereinafter defined) to be constructed within the Tax Increment District and particularly set forth in this Agreement; and

WHEREAS. the City believes that the development and construction of the Project. and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and 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.

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;

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

City means the City of Lanesboro, Minnesota;

County means Fillmore County. Minnesota;

Developer means Church Hill Cooperative Ltd, its successors and assigns;

Development District means the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Event of Default means any of the event described in Section 4.1 hereof;

Note Payment Date means December 1, 2008, and each December 1 of each year thereafter to and including December 1, 2033; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Project means the approximately 35,000 square foot common-interest cooperative housing community to be located on the Development Property;

Improvements means the cost of improvements constructed or installed on the Development Property described in Exhibit C to this Agreement:

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes. Sections 469.174 through 469.179, as amended;

Tax Increment District means Tax Increment Financing District No. 2-2 located within the Development District, the legal description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Note means the Tax Increment Revenue Note (Church Hill Cooperative Ltd) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as Exhibit B;

Unavoidable Delays means delays, outside that control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, usually severe or prolonged bad weather, acts of God, fire or other casualty to the Project. litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local government unit (other than the City) which directly result in delays.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10. and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conference with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the cost of the Site Improvements in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

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

(1) The Developer is a Minnesota corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

(2) The Developer shall cause the Project to be installed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) 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.

(4) 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 they are bound, or constitutes a default under any of the foregoing.

(5) The Developer will reasonably cooperate with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will reasonably cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) The construction of the Project has commenced and, barring Unavoidable Delays, the Project will be substantially completed by December 31, 2008.

### ARTICLE III

#### UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Demolition Expenses, Site Improvements and Redevelopment Expenses. The cost of the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for a portion of the cost of the Site Improvements in the amount of \$254,000 (the "Reimbursement Amount") as further provided in Section 3.2 hereof.

Section 3.2. Reimbursement: Tax Increment Revenue Note. The City shall reimburse for the costs identified in Section 3.1 through the issuance of the City's Tax Increment Revenue Note in substantially to the form attached to this Agreement as Exhibit B, subject to the following conditions:

(I) The Note shall be dated as of March 30, 2007 and shall be issued and delivered when the Developer shall have demonstrated in writing to the reasonable

satisfaction of the City that the construction of the Site Improvements have been completed and that the Developer has incurred and paid all Costs of the Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the Note shall bear interest from the date of the Note at 5.00% per annum. Interest shall be computed on a basis of a 360 day year consisting of twelve (12) months.

(3) The principal amount of the Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Due and subject to the provisions of the Note, the City shall pay, against the principal and interest outstanding on the Note, 90% of any Tax Increments received by the City during the preceding 12 months. All such payments shall be applied first to accrued interest and then to reduce the principal of the Note.

(5) The Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the Note.

(6) The City's obligation to make payments on the Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2 (b).

(7) The Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the Note and the terms of this Section 3.2, the terms of the Note shall govern. The issuance of the Note pursuant to and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the Note may require in connection therewith, are hereby authorized and approved by the City.

### Section 3.3 Business Subsidies Act.

(I) This Agreement is exempt from the provisions of Minnesota Statutes, Sections 16J.993 to 16J.995 (the Business Subsidies Act") because (A) it is a housing project and (B) it is a redevelopment project, not new construction.

## ARTICLE V

### EVENTS OF DEFAULT

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

(a) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

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

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

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

If the Developer shall

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of their creditors; or

(C) admit in writing its inability to pay debts generally as they become due; or

(D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof; shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions 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 (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind the Agreement.

(c) The City may take action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City 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. Any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any 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 Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City 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 they shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of the City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively and "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the indemnified Parties against any loss or damage to property or any injury to or death of any person

occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project: provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City in this Agreement which are not contemplated by this Agreement but shall, in and event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date of the loss is incurred or penalty is paid by the City at a rate equal to the reference rate of U.S. Bank Trust National Association) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a “redevelopment district” under Section 469.174, Subdivision 10, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4j.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

## ARTICLE V

### DEVELOPER’S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer’s Option to Terminate. This Agreement may be terminated by Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days of receipt of such notice, the City has not provided assurances reasonably satisfactory to the developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date and when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V. this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the right of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party. or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V. the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement: provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2.

## ARTICLE VI

### ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property. or any part thereof, that the Developer and such successors and assigns shall

operate, or cause to be operated, the project as a multi-family housing facility and shall devote the Development Property to, and in accordance with. the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement. the Development Property or the Project. or any contract, agreement or other transaction contemplated to occur or be undertaken there under or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member. official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. 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 in the case of the Developer is addressed to or delivered personally to:

Church Hill Cooperative, Ltd

101 Ridgeview Ave.

Lanesboro, MN 55949

in the case of the City is addressed to or delivered personally to the City at:

City of Lanesboro

P.O. Box 333

Lanesboro, MN 55949

(507) 467-3722

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

Section 6.6; Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on December 1, 2011 unless earlier terminated or rescinded in accordance with its terms.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission. termination or expiration or this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignability of Agreement and Note. This Agreement and the Note may only be assigned with prior written approval by the City.

IN WITNESS WHEREOF. the City has cause this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed in their names on or as of the date first above written.

THE CITY OF LANESBORO

By \_\_\_\_\_

Steven Rahn. Its Mayor

By \_\_\_\_\_

Bobbie Torgerson Its City Administrator

This is a signature page to the Development Agreement by and between the City of Lanesboro) and Church Hill Cooperative Ltd.

Church Hill Cooperative Ltd

By \_\_\_\_\_

Daniel Anderson Its President

This a signature page to the Development Agreement by and between the City of Lanesboro and Church Hill Cooperative Ltd.

EXHIBIT A

Legal Description of Development Property

One parcel of land in the City of Lanesboro. Fillmore County, Minnesota

More particularly described as: Lots 1,2,3 and 10,11,12 Block

27, Original Town Plat.

EXHIBIT B

Form of Tax Increment Note

\$254,000

UNITED STATES OF AMERICA

STATE OF MINNESOTA

COUNTY OF FILLMORE

IN AND FOR THE CITY OF LANESBORO

TAX INCREMENT REVENUE

NOTE OF 2007

CHURCH HILL COOPERATIVE, Ltd

The City of Lanesboro, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Church Hill Cooperative, Ltd or its registered assigns (the "Registered Owner"), but only in manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount state above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$254,000 as provided in that certain Development Agreement dated July 11, 2004, as the same may be amended from time to time (the "Development Agreement"), by and between the City of Lanesboro, Minnesota (the "City") and Church Hill Cooperative, Ltd (the "Company"). The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of five percent (5.00%) per annum. Interest shall be computed on the basis on a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on December 1, 2008 and on each December 1 thereafter to and including December 1, 2033, or, if the first should not be a Business Day (as defined in the Development Agreement) the next succeeding

Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft or mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of 90% of the Tax increments (hereinafter defined) received by the City during the twelve month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from tax increment derived from the Development Property (the "Tax Increments") within the City's Tax Increment Financing District No. 2-2 (the "Tax Increment District") within its Municipal Development District No. 2 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.179, as the same may be amended or supplemented from time to time (the "Tax Increment District"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2 (b) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, or on the date that all principal interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement of the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Lanesboro, Minnesota, and neither full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax increment Act.

This Note and the underlying Development Agreement shall not be assignable except with the prior written approval of the City of Lanesboro.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota and Charter of the City to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory or Charter limitation thereon.

IN WITNESS WHEREOF, City of Lanesboro, Minnesota, by its City Council, has

caused this Note to be executed by the manual signatures of its Council President and

City Administrator and has caused this Note to be dated as of March 30, 2007 and issued on December 1, 2007.

CITY OF LANESBORO

\_\_\_\_\_  
Mayor

BY: Steven Rahn, Its Mayor

\_\_\_\_\_

BY: Bobbie Torgerson, City Clerk/Admin.

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued as of \_\_\_\_\_ was on said date registered in the name Church Hill Cooperative, Ltd. and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of the Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER

Church Hill Cooperative, Ltd

101 Ridgeview Lane

Lanesboro, MN 55949

DATE OF REGISTRATION \_\_\_\_\_

SIGNATURE OF CITY ADMINISTRATOR \_\_\_\_\_

EXHIBIT C

IMPROVEMENTS

Design, demolition, excavating and grading, and building rehabilitation in substantial conformance with the attached plans (Exhibits C-1 to C-5).