

**WATAB TOWNSHIP  
DEVELOPMENT AGREEMENT**  
\_\_\_\_\_ [Plat Name]

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ referred to herein as “Developer,” and the WATAB TOWNSHIP, County of Benton, State of Minnesota, hereinafter referred to as “Town,”

**WITNESSETH:**

**WHEREAS,** Developer is the fee owner and developer of the real property described in Exhibit A, attached hereto and incorporated herein by reference, which real property is proposed to be subdivided and platted for development and which real property is subject to the provisions of this Agreement; and

**WHEREAS,** Developer is proposing to subdivide a parcel of property into \_\_\_\_\_ single-family residential lots, which are described on the attached Exhibit A. Said subdivision which is to be governed by this Agreement is intended to bear the name “\_\_\_\_\_” and shall be hereinafter referred to in its entirety as “Said Plat” or “Subject Property;” and

**WHEREAS,** the Town has given final approval of Developer’s plat of \_\_\_\_\_ (attached hereto as Exhibit B) contingent upon compliance with certain Town requirements including, but not limited to, matters set forth herein; and

**WHEREAS,** the Town requires that certain public improvements including, but not limited to bituminous street, sidewalk, trail(s), curb and gutter, grading, sanitary sewer, municipal water, storm sewer, and drainage ponds (hereafter “Municipal Improvements”) be installed to serve the Development, to be installed and financed by Developer; and

**WHEREAS**, the Town further requires that certain on- and off-site improvements be installed by the Developer within Said Plat, which improvements consist of boulevards, top soil and sod, grading control per lot, bituminous or concrete driveways, drainage swales, berming, street signs, street lights, street cleanup during project development, erosion control, landscaping, and other site-related items; and

**WHEREAS**, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of Said Plat and the conditions imposed thereon;

**NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED**, in consideration of each party's promises and considerations herein set forth, as follows:

1. **Construction of Municipal Improvements.**

- A. The Developer shall construct those Municipal Improvements located on and off Said Plat as detailed in the Plans and Specifications for \_\_\_\_\_, as prepared by Civil Engineering Site Design dated \_\_\_\_\_ 20 and on file with the Town Clerk, said improvements to include installation of bituminous street, curb and gutter, storm sewers, storm water ponding and site grading. All such improvements shall be constructed according to the standards adopted by the Town, along with all items required by the Town Engineer. Unless the Town Engineer specifies a later date, said improvements shall be installed by September 30, 20 , except that the wear course of bituminous pavement must be installed after between June 1<sup>st</sup> and July 31 of the year following the installation of the base course of such bituminous pavement, even if this requirement causes the wear course to be installed after September 30, 20 .
- B. The Developer shall provide the Town with record drawings for all Municipal Improvements, consistent with Town requirements and subject to review and approval of the Town Engineer. Record drawings shall be certified by a registered land surveyor or engineer that all ponds, swales, emergency overflows, and Municipal Improvements have been constructed on public easements.
- C. The Developer warrants to the Town for a period of two years from the date the Town accepts the finished Municipal Improvements that all such improvements have been constructed to Town standards and shall

suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship. Acceptance shall be by Town Board motion or resolution.

- D. Developer shall provide the Town with lien waivers from all contractors and subcontractors engaged to construct said improvements on Said Plat. Should Developer fail to provide the Town with all applicable lien waivers, the Town reserves the right to draw upon Developer's surety after providing Developer with 30 days written notice and pay any contractors who performed work on any Municipal Improvements and whom Developer has failed to fully pay for the performance of said work.
- E. The Town shall, at its option, have the Town Engineer present on Said Plat for inspection purposes at all times (or such times as the Town may deem necessary) during the construction and installation of said Municipal Improvements. Developer agrees to pay for all costs incurred by the Town during said inspections.
- F. The Developer shall be responsible, at the Developer's expense, for plowing snow from all streets in Said Plat that do not have wear course installed. Such plowing shall be done in a manner and on a timeline consistent with the way the Town plows its other residential streets. Developer shall be responsible for repairing all damage which occurs to streets and utilities as a result of snow plowing when such streets do not have the wear course of bituminous installed.

2. **Construction of On- and Off-Site Improvements.**

- A. Developer shall construct all on- and off-site improvements including installation of paved streets, curb and gutter, boulevards, street signs, traffic signs, yard top soil, sod and seed in all yards, landscaping, grading control per lot, bituminous or concrete driveways, drainage swales, berming, wetland demarcation signs and sign posts and like items as necessary, street cleanup during project development, and erosion control, all as required by Town ordinance, this Agreement and the Master Agreement. Front, side and portions of the back yards of residential lots shall be sodded in accordance with the Residential Development Standards as on file with the Town Administrator's Office. Those portions of the yards not required to be sodded may be seeded with grass seed or sodded. In all cases permanent turf or grass must be established over all areas of the lot not covered by a hard or

impervious surface. The Developer shall guarantee that all new plantings shall survive for two full years from the time the planting has been completed or will be replaced at the expense of the Developer. Said on- and off-site improvements shall be installed no later than **September 30, 20** , with the exception of erosion control, drainage swales and berming, which shall be installed upon initial grading of Said Plat, and except that the driveways and sod need not be installed in a lot until that lot is developed (provided adequate ground cover has been established prior to the development of such lot).

- B. Developer shall, at its own expense, be responsible to ensure the following items are installed within the Subject Property, all such items to be installed under ground, within the street right of way or such other location as may be approved by the Town Engineer, accessible to all lots and in compliance with all applicable state and local regulations:
- i. Electrical power supply, to be provided by \_\_\_\_\_ or other such carrier;
  - ii. Natural gas supply, to be provided by \_\_\_\_\_ or other such carrier;
  - iii. Telephone service, to be provided by \_\_\_\_\_ or other such carrier;

In addition, the Developer shall, at its own expense, cause streetlights and street signs to be of such type and to be installed at such locations as required by the Town Engineer and in conformance with the Manual on Uniform Traffic Control Devices. The Developer shall be responsible for streetlight operational expense until such time as the Town accepts the Municipal Improvements.

- C. Before any grading is started on any site, all erosion control measures as shown on the approved Grading, Drainage and Erosion Control Plan attached as Exhibit D shall be strictly complied with. Developer shall maintain erosion control measures in accordance with MPCA's Best Management Practices at all times during the development of Said Plat.
- D. Notwithstanding the requirements of subparagraphs 2A above and except as otherwise provided in this Agreement, the Developer shall

be responsible to ensure that the on- and off-site improvements are installed to the Town's satisfaction for each lot or parcel prior to the date that a certificate of occupancy (temporary or permanent) is issued by the Town for a building located on the lot, unless the certificate of occupancy is issued after October 1 and before March 30 in any given year, in which case a certificate of occupancy shall be issued with the requirement that the Developer be required to install said on-and off-site items for such lot by the following June 30.

E. Developer shall install storm water retention/water quality ponds and basins upon Said Plat as shown on the Grading, Drainage and Erosion Control Plan attached as Exhibit D. Said ponds and basins shall be dedicated to the Town, and Developer shall provide the Town with perpetual drainage easements over such ponds. Said retention ponds and basins shall be installed prior to the installation of utilities. The owners of the lots in Said Plat shall be required to maintain such ponds as required by law. In the event the owners do not maintain such ponds, the Township may, but shall not be required to, maintain such ponds. In such event, the Developer (and any subsequent lot owners) agree that the Township may special assess or certify such costs (pursuant to either Minn. Stat. Chapter 429 or Minn. Stat. § 366.012) to the County Auditor for collection with the property taxes due on such lots.

3. **Intended Use of Subdivision Lots.** It is the Developer's and Town's intent that a total of \_\_\_\_\_ single family units be constructed on Said Plat, with one single family home on each lot as well as any accessory structures permitted under the applicable zoning ordinance.

4. **Surety Requirements.**

A. Developer will provide the Town with an irrevocable letter of credit (or other surety as approved by the Town Attorney) as security that the obligations of the Developer under this contract shall be performed. Said letter of credit or surety shall be in the amount of \$ \_\_\_\_\_ representing the sum of 125% of the estimated cost of the Municipal Improvements (\$ \_\_\_\_\_), \$ \_\_\_\_\_ per acre for erosion control on and off-site improvements, and 125% of the estimated cost for landscaping/screening materials (\$ \_\_\_\_\_). Said letter of credit or surety must meet the approval of the Town attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank located within 100 miles of the Watab Township), and must be available in its entirety to fulfill the obligations of the

Developer under this Agreement. The letter of credit to the Town shall contain language requiring its automatic renewal prior to December 31 of each calendar year, unless cancellation of the letter of credit is specifically approved in writing by the Town.

- B. The Town may draw on said letter of credit or surety after required written notice to complete work not performed by Developer (including but not limited to on- and off-site improvements, Municipal Improvements described above, erosion control, and other such measures), to pay liens on property to be dedicated to the Town, to reimburse itself for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies or other problems which occur to the Municipal Improvements during the warranty period, or to otherwise fulfill the obligations of Developer under this Agreement. Said letter of credit must be maintained by Developer at all times at the level provided in paragraph 4A above or a lesser amount authorized by the Town Board pursuant to paragraph 5B below.
- C. In the event that any cash, irrevocable letter of credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the Town in total as required herein, the Developer agrees that upon being billed by the Town, Developer will pay within thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the Town will, upon making said determination, refund to the Developer any monies which the Town has in its possession which are in excess of the actual costs of the project as paid by the Town.
- D. Developer hereby agrees to allow the Town to specially assess Developer's property for any and all reasonable costs incurred by the Town in enforcing any of the terms of this agreement should Developer's letter of credit or surety prove insufficient or should Developer fail to maintain said letter of credit or surety in the amount required above within 30 days of mailing of written request by the Town.
- E. That portion of said cash, irrevocable letter of credit or other surety with respect to the performance of Site Improvements shall be released upon certification of the Town Engineer and approval of the Town Board that all such items are satisfactorily completed pursuant to this Agreement.

- F. In the event a surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the Town with a new letter of credit or other surety, acceptable to the Town, at least 45 days prior to the expiration of the original letter of credit. If a new letter of credit is not received as required above, the Town may without notice to Developer declare a default in the terms of this Agreement and thence draw in part or in total, at the Town's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligation. The form of any irrevocable letter of credit or other surety must be approved by the Town Attorney prior to its issuance.
- G. In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within 60 days, or in the event a court appoints a receiver for the Developer, the Town may draw on its letter of credit or surety in its full amount to secure its surety position. The Town shall then release the remainder of said letter of credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the letter of credit under this Agreement.

5. **Surety Release.**

- A. Periodically, as payments are made by the Developer for the completion of portions of the Municipal Improvements and/or on- and off-site Improvements, and/or landscaping improvements, and when it is reasonably prudent, the Developer may request of the Town that the surety be proportionately reduced for that portion of the Municipal Improvements and on- and off-site improvements and landscaping improvements which have been fully completed and payment made therefor. All such decisions shall be at the discretion of the Town Board. The Town's cost for processing reduction request(s) shall be billed to the Developer. Such cost shall be paid to the Town within thirty (30) days of the date of mailing of the billing.
- B. The Developer may request of the Town a reduction or release of any surety as follows:
  - i. When another acceptable letter of credit or surety is furnished to the Town to replace a prior letter of credit or surety.

- ii. When all or a portion of the Municipal Improvements or the on- and off-site improvements have been installed, the letter of credit or surety may be reduced by the dollar amount attributable to that portion of improvements so installed, except that the Town shall retain the letter of credit or surety in the amount of 10% of the estimated construction price of the Municipal Improvements during the first year of the warranty period and 5% of the estimated construction price of the Municipal Improvements during the second year of the warranty period. Developer may substitute a warranty bond acceptable to the Town Attorney for the warranty letter of credit in the same amounts and duration as required for the warranty letter of credit.
  - iii. When all or a portion of the landscaping improvements have been installed pursuant to the Landscaping Plat attached as Exhibit C, the letter of credit or surety may be reduced by the dollar amount attributable to that portion of such landscaping improvements installed, except the Town shall retain the letter of credit or surety in the amount of 25% of the estimated Landscaping Improvement costs for two years from the time of the installation of said landscaping materials.
  - iii. As to all requests brought under this paragraph, the Town Board shall have complete discretion whether to reduce or not to reduce said letter of credit or surety.
- C. The costs incurred by the Town in processing any reduction request shall be billed to the Developer and paid to the Town within thirty (30) days of billing.

6. **Abandonment of Project - Costs and Expenses.**

In the event Developer should abandon the development of the Subject Property, the Town's costs and expenses related to attorney's fees, professional review, drafting of this Agreement, preparation of the feasibility report, plans and specifications, and any other expenses undertaken in reliance upon Developer's various assertions shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the Town. In addition, in the event the Developer abandons the project, in whole or in part, ceases substantial field work for more than 9 months, fails to provide sufficient ground-cover to prevent continuing soil erosion from Said Plat, or fails to leave the abandoned property in a condition which can be mowed

using conventional lawn mowing equipment, Developer agrees to pay all costs the Town may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore Said Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from Said Plat and to facilitate mowing of Said Plat. In the event that said costs are not paid, the Town may withdraw funds from the above-mentioned surety for the purpose of paying the costs referred to in this paragraph.

7. **Developer to Pay Town's Costs and Expenses.**

It is understood and agreed that the Developer will reimburse the Town for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement and the approval of Said Plat, as well as all reasonable engineering expenses incurred by the Town in designing, approving, installing, and inspecting said Improvements described above. Developer agrees to pay all such costs within 30 days of billing by the Town. If Developer fails to pay said amounts, Developer agrees to allow the Town to reimburse itself from said surety and/or assess the amount owed against any or all of Said Plat without objection. Developer has the right to request time sheets or work records to verify said billing prior to payment.

8. **Erosion and Sedimentation Control.**

Developer shall implement all erosion control measures detailed in the Storm Water Pollution Prevention Plan ("SWPPP") and on the Grading and Drainage plan (including construction of all temporary and permanent ponds) in the order required by the Town Engineer. Developer shall also implement any additional erosion control measures required by the Town Engineer, and shall abide by all erosion control requirements contained in the Watab Subdivision ordinance and as required by the NPDES Construction Stormwater Permit for the project. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and/or the requirements of the NPDES Construction Stormwater Permit, the Town may take such action as it deems appropriate to control erosion, and the landowner hereby grants the Town permission to enter upon the land and take such necessary erosion control actions. The Town will endeavor to notify the Developer in advance of any proposed action, but failure of the Town to do so will not affect the Developer's and Town's rights or obligations hereunder. If the Developer does not reimburse the Town for any cost the Town incurred for such work within 30 days, the Town may draw down the letter of credit to pay any costs or may specially

assess Developer's land for the costs not covered by the letter of credit. No development will be allowed and no building permits will be issued unless the development is in full compliance with the erosion control requirements.

9. **Ditch Cleaning.**

Developer shall comply with all requirements set forth for drainage into any county ditch or other ditch through which water from Said Plat may drain, and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any federal, state, county or Town requirements, all at Developer's expense.

10. **Maintain Public Property Damaged or Cluttered During Construction.**

Developer agrees to assume full financial responsibility for any damage or repairs which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to watermain, sanitary sewer or storm sewer when said damage occurs as a result of the construction activity which takes place during the development of Said Plat, including the initial construction of homes on the lots. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of said construction that takes place in Said Plat.

Developer agrees to clean the streets on a daily basis if required by the Town. Developer further agrees that any damage to public property occurring as a result of construction activity on Said Plat will be repaired immediately if deemed to be an emergency by the Town. Developer further agrees that any damage to public property as a result of construction activity on Said Plat will be repaired within 14 days if not deemed to be an emergency by the Town.

If Developer fails to so clean the streets or repair or maintain said public property, the Town may immediately undertake making or causing it to be cleaned up, repaired or maintained. When the Town undertakes such activity, the Developer shall reimburse the Town for all its expenses within 30 days of its billing to the Developer. If the Developer fails to pay said bill within 30 days, then the Town may specially assess such costs against the lots within Said Plat and/or take necessary legal action to recover such costs and the Developer agrees that the Town shall be entitled to attorney's fees incurred by the Town as a result of such legal action.

11. **Temporary Easement Rights.**

Developer shall provide access to Said Plat at all reasonable times to the Town or its representatives for purposes of inspection or to accomplish any necessary work pursuant to this Agreement.

12. **Miscellaneous.**

- A. Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at Developer's expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Contract.
- C. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the Town, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- D. The action or inaction of the Town shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the Town Board. The Town's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- E. This Contract shall run with the land, shall be recorded against the title to the property, and shall bind succeeding property owners.
- F. The Developer represents to the Town that Said Plat complies with all Town, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the Town determines that Said Plat does not comply, the Town may, at its option, refuse to allow construction or development work on Said Plat until the Developer so complies. Upon the Town's demand, the Developer shall cease work on Said Plat until there is compliance.

- G. Prior to the execution of this Agreement and prior to the start of any construction on Said Plat, Developer shall provide the Town with evidence of good and marketable title to all of Said Plat. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the state of Minnesota.
- H. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by the Benton County Soil and Water Conservation District and/or the Town and any applicable provisions of state or federal law or regulations.
- I. Developer shall obtain all required driveway, utility and other permits as required by the Town Engineer, Benton County and/or the state of Minnesota for the construction of the Municipal Improvements and the On- and Off-Site Improvements.

13. **Violation of Agreement.**

- A. In the case of default by the Developer, its successors or assigns, of any of the covenants and agreements herein contained, the Town shall give Developer 30 days mailed notice thereof (via certified mail), and if such default is not cured within said 30 day period, the Town is hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the Town in full. The 30 day notice period shall be deemed to run from the date of deposit in the United States mail. Upon failure to cure by Developer, the Town may thence immediately and without notice or consent complete some or all of the Developer's obligations under this Agreement, and bring legal action against the Developer to collect any sums due to the Town pursuant to this Agreement, plus all costs and attorney's fees incurred in enforcing this agreement. The Town may also specially assess all said costs incurred upon default against the properties in Said Plat pursuant to the terms of this agreement.
- B. Notwithstanding the 30 day notice period provided for in paragraph 13(A) above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the Town may immediately exercise all remedies available to it under this agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the Town makes good-faith,

reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the Town to remedy said harm.

- C. Paragraph 13A of this section shall not apply to any acts or rights of the Town under the preceding paragraph 4F, and no notice need be given to the Developer as a condition precedent to the Town declaring a default or drawing upon the expiring irrevocable letter of credit as therein authorized. The Town may elect to give notice to Developer of the Town's intent to draw upon the surety without waiving the Town's right to draw upon the surety at a future time without notice to the Developer.
- D. Breach of any of the terms of this Contract by the Developer shall be grounds for denial of building permits.

14. **Dedications to the Town.**

A. **Municipal Improvement Dedications.**

The Developer, upon presentation to the Town of evidence of good and marketable title to Said Plat, and upon completion of all construction work and certification of completion by the Town Engineer, shall dedicate all roads, road and trail right-of-ways, sidewalks, curbs, drainage and utility easements, gutters, ponds, sewers and water mains to the Town. Upon acceptance of such dedication, Developer shall provide to the Town "As-Builts" of all sewers. Acceptance by Town of any dedication shall occur upon passage of a resolution to such effect by the Town Board.

15. **Phased Development.** As said Plat is a phase of a multi-phased preliminary plat, Developer agrees that the Town may refuse to approve final plats of subsequent phases until public improvements for all prior phases have been satisfactorily completed. Development of subsequent phases may not proceed until the Town approves Development Contracts for such phases. Approval of this phase of the Subject Property shall not be construed as approval of future phases nor shall approval of this phase bind the Town to approve future Development phases. The Master Agreement, the County's Comprehensive Plan and Zoning ordinance, and the Town's Subdivision ordinance, and other ordinances shall govern all future Development phases in effect at the time such future Development phases are approved by the Town.

16. **Indemnity.** Developer shall hold the Town and its officers and employees harmless from claims made by Developer and third parties for damages sustained or costs incurred resulting from Said Plat approval and development. The Developer shall indemnify the Town and its officers and employees for all costs, damages or expenses that the Town may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the Town under this contract.
17. **Assignment of Contract.** The Developer can assign the obligations of the Developer under this Contract. However, the Developer shall not be released from its obligations under this contract without the express written consent of the Town Board through Board resolution.
18. **Limited Approval.** Approval of this Agreement by the Town Board in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
19. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the Town as a result of Town efforts to enforce the terms of this Agreement. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the Town in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and professional fees incurred by the Town in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.
20. **Plans Attached as Exhibits.** All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
21. **Integration Clause, Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.
22. **Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand (to the Town Clerk for the Town) or registered mail addressed as follows to the following parties:

Watab Township  
c/o Town Clerk  
660 75<sup>th</sup> Street NW  
Sauk Rapids, MN 56379  
320-240-2270  
watabts@gmail.com

[DEVELOPER]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

23. **Agreement Effect.**

This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

**WATAB TOWNSHIP,**

By: \_\_\_\_\_  
Its: Town Board Chair

By: \_\_\_\_\_  
Its: Town Clerk

**[DEVELOPER]**

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

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF BENTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by \_\_\_\_\_ as Chair of the Watab Township on behalf of the Town and pursuant to the authority of the Town Board.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF BENTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by \_\_\_\_\_ as Clerk of Watab Township on behalf of the Town and pursuant to the authority of the Town Board.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF BENTON )

\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, acknowledged the foregoing instrument before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

<p><b>DRAFTED BY:</b> Couri &amp; Ruppe P.L.L.P. P.O. Box 369 705 Central Avenue East St. Michael, MN 55376 (763) 497-1930</p>
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## EXHIBIT A TO DEVELOPER'S AGREEMENT

The legal description of the Plat to which this Developer's Agreement applies is as follows:

Lots 1-\_\_\_, Block 1

Lots 1-\_\_\_, Block 2

Lots 1-\_\_\_, Block 3

Outlot A

All said property is located in \_\_\_\_\_[plat name], Watab Township,  
County of Benton, State of Minnesota.

**EXHIBIT B**

Final Plat

**EXHIBIT C**

Landscape Plan

**EXHIBIT D**

Grading, Drainage and Erosion Control Plan