

**SPRINGVALE TOWNSHIP  
ISANTI COUNTY, MINNESOTA  
DEVELOPMENT CONTRACT BETWEEN  
SPRINGVALE TOWNSHIP AND \_\_\_\_\_  
FOR THE PLATTING AND DEVELOPMENT OF:**

\_\_\_\_\_

**Developer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the Town of Springvale, Isanti County, Minnesota, hereinafter referred to as the Township, and \_\_\_\_\_ hereinafter referred to as Developer.

WHEREAS, Developer has obtained preliminary approval for a new subdivision plat to be known as \_\_\_\_\_ containing dedications of roads and easements to Springvale Township over the property described on the attached Exhibit A, which is by reference incorporated herein.

WHEREAS, Developer desires to obtain final plat approval from the Springvale Town Board, and the Township desires that all improvements as required by Springvale Township be installed and constructed in Springvale Township in compliance with Springvale Township Subdivision Ordinances and/or Springvale Township regulations in effect.

WHEREAS, the Township desires that all development fees payable to Isanti County and Springvale Township by the Developer be paid and that all paper and mylar copies of the recorded plat be delivered to the Springvale Township and Isanti County.

WHEREAS, the Township and County Ordinances require that the Development Contract be executed in writing prior to the approval of the final plat.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein and in further consideration of the benefits to the public and to the parties to be serviced by this contract:

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. Plat Approval. The Town Board shall approve the prepared final plat of \_\_\_\_\_ when all of the subdivision and title requirements of Isanti County Ordinances and Springvale Township regulations have been met by the Developer and when all fees, deposits, escrows, and bonds have been properly paid or delivered to the appropriate officials, including

but not limited to the Financial Guaranty as required by and defined in Section 21 hereof. This Development Contract affects, encumbers, and otherwise concerns the lands described on the attached Exhibit A.

2. Right to Proceed. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public improvements, or any buildings until this Contract has been fully executed by both parties and filed with the Township Clerk and the Financial Guaranty, as hereinafter defined, has been received by the Township.

3. Construction by Developer. The Developer will provide all materials and shall construct all improvements on the property to be platted as \_\_\_\_\_, which improvements shall be constructed and installed in accordance with Springvale Township Specifications and Isanti County Subdivision Ordinances and which improvements shall be constructed at the Developers own expense. All roads shall be constructed with bituminous surfacing according to current Township Road Standards and Specifications. Developer acknowledges receipt of a complete copy of the Standard Specifications for New Roadway Construction, Springvale Township, Minnesota, bearing a revision date of \_\_\_\_\_. The costs the Developer shall bear include, but are not limited to purchase and installation of: storm sewer, streets, site grading and ponding, underground utilities, setting of iron monuments, surveying, staking, street signs and traffic signs. The Developer will abide by the counsel provided by the Township Engineer regarding the placement of all underground utilities.

**Construction Category**

- Mobilization, Clearing and Grubbing
- Common Excavation
- Drainage Systems
- Erosion Control
- Aggregate Base
- Bituminous Wear
- Shoulder
- Restoration
- Geotechnical Exploration and Quality Control testing
- Quality Assurance Testing and Oversight

4. Connecting Roads. There are no contractual requirements for connecting roads associated with this Plat.

5. Development Plans. The plat shall be developed in accordance with the following plans. With the exception of Plan A and subject to the Town Board or its agents approval, the plans may be prepared after entering into this Agreement, but before commencement of any field work in the plat. A SWPPP (Erosion Control Plan) and wetland value replacement plan must also be prepared and approved by the County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms hereof shall control. The plans are:

Plan A - Preliminary Plat of \_\_\_\_\_ prepared by \_\_\_\_\_ dated \_\_\_\_\_ or latest version thereof.

Plan B - Preliminary Grading, Drainage and Storm Water Pollution Prevention Plan (SWPPP) and Schedule, prepared by \_\_\_\_\_ dated \_\_\_\_\_ or latest version thereof.

Plan C - Street Plan and Profile Sheets, numbered \_\_\_\_\_ through \_\_\_\_\_, prepared by \_\_\_\_\_ and dated \_\_\_\_\_ as revised.

Plan D - Wetland mitigation plan prepared by \_\_\_\_\_ and dated \_\_\_\_\_

The Developer shall be responsible for providing a digital copy of any and all submittals to the Town Board or its agents.

6. Erosion Control SWPPP. Before any grading, the SWPPP erosion control plan, Plan B, shall be prepared, implemented by the Developer, and inspected by the Township. The Township, Government Agency (SWCD, DNR, MPCA), or the County may impose additional erosion control requirements if they determine necessary in the view of the applicable authority. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. All silt fence, bio rolls, and hay bales must be removed and turf reestablished in these areas after turf has been established within one year. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the SWPPP and schedule or supplementary instructions received from the Township, the County, or Government Agency (SWCD, DNR, MPCA), the Township may take such action as it deems appropriate to control erosion. The Township will endeavor to notify the Developer in advance of any proposed action, but failure of the Township to do so will not affect the Developers and Townships rights or obligations hereunder. If the Developer does not reimburse the Township for any cost the Township incurred for such work within ten (10) days, the Township may draw down the Financial Guaranty to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the SWPPP erosion control for site stabilization requirements.

7. Copies of Plat

A. The Developer is required, after recording of the final plat, to provide the Township Clerk with four paper copies of the signed recorded plat, one transparency print of the signed recorded plat, one digital copy (PDF format), and one original copy in approved form.

8. Survey Monuments. The Developer is required to place survey monuments in locations on the boundary of the Subdivision and within the Subdivision. Survey monuments and property corners shall be placed prior to any application for building permit within the plat. All survey monuments and property corners shall be witnessed by a minimum four-foot high permanent steel fence post, painted white with a reflective marker on top. The Developers fulfillment of this requirement shall be confirmed by the Township Engineer.

9. Erosion Control. The Developer is required to construct streets with provisions for proper erosion control according to the design standards of the Township. The Developers fulfillment of

this requirement shall be confirmed by the Town Board or its agents. Any maintenance and repair of erosion control shall be completed by Developer as necessary until final Township acceptance of the improvement.

10. Street Names and Signs. The Developer is required to pay for street name signs which conform to current township, county, or state highway standards, and that these street name signs be placed at all street intersections within or abutting the subdivision. This requirement includes stop signs, directional signs, and speed limit signs, which conform to current State of Minnesota highway standards as to size, shape, and placement. The signs will be purchased from the Township and be installed by the Developer.

11. Mailboxes and 911 address signs. The Developer shall be responsible for the purchase and installation of a Swing Away Mail Box Post and 911 address sign for each buildable lot in the proposed development. The post and 911 sign will be constructed per Springvale Township specifications. The post and sign can be purchased from the Township. Cost of the post and installation will be at the Developers expense until the Township accepts the platted road for maintenance and records as a town road.

12. Storm Water Management Facilities. The Developer is required to install storm water management facilities, holding ponds, and easements, which will adequately provide for the drainage of surface water. All facilities must be either located on private property, with drainage easements acceptable to the Town Board or its agents, or placed on property to be dedicated to the public as part of the plat dedication process, and properly designated in the plat as a drainage containment facility. The Developers fulfillment of this requirement shall be confirmed by the Town Board or its agents.

13. Driveways

A. Driveway Access Permits. Every lot within a plat or developed area subject to this Agreement that requires a driveway shall require a driveway access permit from the Township. The Developer shall provide to the Township, in addition to the Financial Guaranty set forth herein, the sum equal to the fee (refer to township policy in 'APPLICATION FOR DRIVEWAY ACCESS PERMIT' for current amount) for each driveway access permit. Two (2) inspections shall be undertaken by the Township. If the driveway is not constructed in accordance with Township standards and specifications, then the balance may be drawn on by the Township for the Township to contract for corrections itself. The balance shall not be deemed a limitation of the amount the Township may draw down. The Township may also draw against the Financial Guaranty to correct problems with driveway access construction.

B. Culvert. If the driveway inspector determines that a culvert is necessary, then an additional One Thousand and No/100 Dollars (\$1,000.00) shall be provided by the Developer and added to the Financial Guaranty. This amount shall be returned to the Developer if the culvert is installed properly and not damaged during construction. The cost of the culvert and aprons is the responsibility of the Developer. If the culvert is not installed properly, or is damaged during construction, and the Developer does not repair the same to the specifications of the Township within five (5) calendar days of written notice by the Town Board to the Developer, then the Town Board may draw down the deposit, as well as drawing down the Financial Guaranty, as necessary, to correct the problem with the culvert.

14. Insurance. Developer or the Developers Contractor shall take out and maintain or cause to be taken out and maintained until eighteen (18) months after the Township has accepted the public improvements, public liability, and property damage insurance, covering personal injury, including death, and claims for property damage which may arise out of Developers work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$2,000,000.00 for one person and \$2,000,000.00 for each occurrence; limits for property damage shall be not less than \$2,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The Township and its agents shall be named as additional insured on the policy, and the Developer shall file with the Township a certificate evidencing coverage prior to the Township signing the plat. The certificate shall provide that the Township must be given thirty (30) days advance written notice of the cancellation of the insurance. The initial Certificate of Insurance is attached hereto as Exhibit C.

15. License. The Developer hereby grants the Township, its agents, employees, officers and contractors, a license to enter the plat to perform all work and inspections, provided for in the Township Ordinances or by this Agreement, deemed appropriate by the Township in conjunction with plat development.

16. Clean Up. The Developer shall clean dirt and debris from streets that have resulted from construction work by the Developer, its agents or assigns, as needed.

17. Two Year Warranty and Acceptance by Township.

A. The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after initial acceptance by the Township.

B. Prior to acceptance by the Township, the Developer shall at its own expense maintain all improvements in the plat, including those to be accepted by the Township for public maintenance, notwithstanding that title to the same will have previously transferred per paragraph 19 hereof. For purposes of this Agreement, maintenance shall mean snowplowing, grading, and any capital repairs needed, as well as any other items of maintenance identified by the Township. The Township will accept the public improvements such as roads and other items to be maintained by the public as Township maintenance obligations, relieving the Developer of maintenance obligations upon all of the following:

1. Determination by the Township, in its sole discretion, that the improvements are satisfactory and have been made in accordance with all specifications, plans, and governmental requirements.

2. The requisite amount of Financial Guaranty remains in place to the satisfaction of the Township.

3. Occupancy of at least 51% of the lots in the plat, in the sole determination of the Township.

Acceptance by the Township shall be in the form of a resolution adopted by the Town Board in a meeting and recorded in the minutes. No other person or persons has authority to authorize acceptance of improvements. Acceptance may be partial in that the Township may accept certain roads or improvements and not accept others. In such event, the Financial Guaranty may be adjusted accordingly, in the discretion of the Town Board.

18. Developers Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the Township may, at its option, perform the work and the Developer shall promptly reimburse the Township for any expense incurred by the Township, provided the Developer, except in an emergency as determined by the Township, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the Township to act, and it shall not be necessary for the Township to seek a Court Order for permission to enter the land. When the Township does any such work, the Township may, in addition to its other remedies, assess the cost in whole or in part, or draw such amounts from the Financial Guaranty without further notice to the Developer.

19. Ownership of Improvements. Upon completion of the work and construction required by this Contract, the improvements lying within public easements and roadways shall become Township property. Upon acceptance of any improvement or improvements, the Developer shall pay the Township such amounts as the Township may determine represent the Township's estimated cost of normal upkeep and maintenance of the improvements, including snow plowing, during the two year warranty period set forth herein. All improvements must have been accepted, and this payment made prior to obtaining the Townships signature on the final plat and shall be prorated if this project is phased.

20. Restrictive Covenants. All roads, rights-of-way, in fee title or in easement title, and all easements for drainage or utility purpose, hereinafter donated, dedicated, or expressly granted to the public, to Springvale Township or Isanti County by deed, by plat or by any other recorded instrument, are hereby declared by Developer to be subject to the following covenants:

A. Springvale Township, Isanti County, or the public is deemed to be the owner of all trees and shrubs and all other natural or artificial impediments or structures laying within any road, right-of-way, or easement area, and, as Owner has the unrestricted right to trim, remove, relocate said trees, shrubs, impediments and structures.

B. Owners of any real property subject to these covenants shall not construct, place or erect or allow the construction, erection, or placement of any impediment or structure within any road, right-of-way or easement.

C. These covenants shall run with the land and are binding upon the heirs, successors, and assigns of the Developer for all lands which are subject to this Development Contract, whether or not said lands are later described by metes-and-bounds or by reference to a plat.

21. Developers Financial Guaranty.

A. DEPOSIT OF AN IRREVOCABLE BANK LETTER OF CREDIT

To guarantee to the Township that the Developer will comply with the Springvale Township Specifications and the Springvale Township and Isanti County Subdivision Ordinances and with this Agreement, the Developer shall, contemporaneously with the signing of this contract, deposited an Irrevocable Bank Letter of Credit, in the form prescribed by the Township, and as approved by the Township attorney, effective through \_\_\_\_\_ with the Springvale Township Treasurer in the total amount of \$\_\_\_\_\_. The Letter of Credit shall be renewed as required by the Township until final Township acceptance of the improvements. This amount represents the Township Engineers recommendation of an amount equal to 150% of the estimated construction cost of the public improvements. Further, the Developer has deposited cash in the amount of \$\_\_\_\_\_, which is five percent (5%) of the estimated construction costs, for engineering fees, legal fees and other incidental Township expenses. These amounts are judged sufficient to guarantee the Developers performance and to guarantee the durability of the improvements installed by the Developer, including inspections and reimbursement for professional services. If cost overruns become evident during construction or if the additional costs covered by the five percent (5%) cash deposit exceed the amounts estimated, the Developer shall, within five (5) days of the Developer's knowledge of such overruns increase the amount of the Financial Guaranty, in the same form as the initial guaranty, so that at all times the Financial Guaranty plus the sum required for payment of costs is not less than One Hundred Fifty Percent (150%) of the total cost of public improvements. These deposits further guarantee that the Developer will produce copies of the plat, as stated above. The Developers obligations, covenants and liabilities under this Contract are not limited by the value of the guaranty required by the Town Board. Any requirement for the Letter of Credit may be satisfied by a cash deposit to be held by the Town Treasurer, and which may be accessed by the Township in the same manner as the Letter of Credit. Said security, whether in the form of a Letter of Credit or a cash Deposit, is hereinafter referred to as the "Financial Guaranty".

B. The Financial Guaranty shall also serve to guarantee that the Developer timely provides environmental testing and timely submits reports to the Township Engineer.

C. Notwithstanding the date set forth in paragraph 21A above for the expiration of the Irrevocable Letter of Credit, the Developer shall maintain the Financial Guaranty at the levels required by this Agreement, through acceptance of the roads in the plat and through any warranty period and until the Developer has complied with all its obligations hereunder. If any Irrevocable Letter of Credit is within thirty (30) days of expiration and all the foregoing have not been satisfied, that fact shall constitute a default hereunder entitling the Township to draw out the entire Letter of Credit. The Township may take this action at any time within thirty days in advance of the expiration of the Letter of Credit. The Township shall not take this action more than thirty days in advance of the expiration of the Letter of Credit. If the Letter of Credit is renewed by the Developer at an appropriate level and in form acceptable to the Town Board and in compliance with this Agreement, then the new expiration date for the Letter of Credit shall govern and any right of the Township to draw out the Letter of Credit pursuant to this paragraph shall be adjusted accordingly.

## 22. Financial Guaranty Retention.

A. The parties agree that, after completion by the Developer of portions of the required work, a portion of the Financial Guaranty may be refunded to the Developer. The amount of the cash deposit or letter of credit may be reduced to not less than twenty-five percent of the original amount which shall remain in effect through the Two year Warranty period. In the event of a cost

overrun, the Financial Guaranty must be increased to equal 150% of the public improvements until the termination date. If the Financial Guaranty is in the form of a cash deposit, the portion of the cash deposit to be retained, shall be a dollar amount equal to the Township Engineers estimate of the amount needed to guarantee the Two Year Warranty set forth in this Contract. Any Irrevocable Bank Letter of Credit will be reduced in the same manner as a cash deposit, subject to the requirements of Section 5 of this Contract.

B. Within thirty (30) days after the completion of the improvements and before any portion of the Financial Guaranty is released, the Developer shall supply the Township with a complete set of reproducible as constructed plans, and two complete sets of blue line as constructed plans, all prepared in accordance with Township standards. The as constructed plan shall include field verified elevations of the following: a) cross sections of ponds, b) location and elevations of swales and ditches, c) lot corners and d) installation of iron monuments installed in accordance with Minn. Stat. 505.02. The Developers surveyor shall submit a written notice to the Township certifying that the monuments have been installed.

23. Construction Deadline. All of the physical improvements required to be constructed by the Developer shall be accomplished in accordance with the following schedule. If the Developer has not performed all work as scheduled, the Town Board, may at its option, contract to have the work completed and pay for this work out of the Developer's Financial Guaranty. Any funds remaining on deposit after completion of all work and acceptance of all work by the Town Board, shall be refunded to the Developer. No building permits for the construction of new homes in the plat will be issued until the platted roads have been constructed to the specifications required for the subgrade for bituminous surfaced roads in Springvale Township, and the following certification has been signed by the Developer and the Town Board or its agents.

Proper Subgrade Is Completed (Signatures required)

Developer: \_\_\_\_\_ Date: \_\_\_\_\_

Town Board or Agent: \_\_\_\_\_ Date: \_\_\_\_\_

The Construction Schedule shall be: (insert dates)

- A. Completion of grading and road subgrade by \_\_\_\_\_.
- B. Completion of aggregate base and first lift bituminous by \_\_\_\_\_.
- C. Completion of final lift bituminous and project restoration prior to \_\_\_\_\_, as authorized by Township.

24. Township Remedies.

A. The parties agree that the Developers failure to provide corrective work when called upon to honor a guarantee or obligation under this Contract shall entitle the Township to use the Financial Guaranty, either in the form of spending cash deposits or making drafts or draws on the Irrevocable Bank Letter of Credit in amounts sufficient to provide a substitute performance for the



Developers obligations. Any funds remaining on deposit after completion of all work and expiration of all guarantees shall be refunded to the Developer, provided that the Developer has first delivered to the Township Clerk an original sworn construction statement attesting to the full payment of all contractors, subcontractors and material suppliers who provided labor and material for construction of the required improvements; and provided that the sworn construction statement is in a form approved by the Township Attorney and accompanied by such additional waivers, affidavits or releases from contractors and suppliers as may be required by the Township Attorney.

B. In the event that the Township receives claims from labor, material men, or others that work required by this Agreement has been performed (“Claims”), the sums due them have not been paid, and the laborers, material men, or others are seeking payment from the Township, the Developer hereby authorizes the Township at its option and in its sole discretion to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Court, to draw upon the Financial Guaranty in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the Township from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney’s fees pursuant to this Contract.

C. Notwithstanding Developer’s guarantee and Financial Guaranty, Developer shall hold the Township harmless from any and all claims which may arise from third parties, including contractors and subcontractors, for contract claims and/or damages sustained resulting from the performance or failure of the Developers work described in this Agreement.

25. Construction Restrictions. Developer and contractors shall comply with all legal, state and federal regulations applicable to any construction under this Agreement. Developer shall provide Isanti County with required bonds related to construction on any County Road \_\_\_\_\_.

26. Legal Actions. In the event legal action is taken against the Township or the Dedications regarding a Claim or commenced by Developer to challenge a Claim or related to this Contract or development of the plat, Developer shall defend such action at its own expense, and Township shall cooperate with Developer in the defense thereof, or, at Townships election, assume the defense, at the expense of the Developer. Township shall have the right to join Developer as party defendant in any such legal action brought against it or the dedications or improvements, and Developer hereby consents to the entry or an order making it a party defendant.

27. Developer to Pay All Costs. By this Agreement, the Developer specifically agrees that it will reimburse the Township for all engineering consulting fees, planning consulting fees, inspection fees, fees for legal services, and any other fees, whether service fees or fees for expenses, such as copying, mileage, filing fees etc. which are reasonably incurred by the Township in processing this subdivision application, negotiating this Contract or complying with and performing the Townships rights and duties under this Contract, or in enforcing the Township’s rights or compelling the Developer’s performance under this Contract. The Developer agrees that the Township may draw down the Financial Guaranty, refuse further action on the plat, refuse to issue building permits, issue stop work orders, enforceable through action in the District Court of Isanti County, and file liens based on the language of this Contract, against the property in the plat and/or refuse acceptance of any improvements, or any or all of the above, in its sole discretion, if the terms of this paragraph are not complied with. The Developer acknowledges that it has had ample and sufficient opportunity to review

the costs and fees to be imposed by the Township pursuant to this Development Agreement, and by ordinance and Town policy, and specifically stipulates and agrees that those costs are fair, reasonable, and proportionate to the actual cost of the service for which the fees are imposed.

28. Timing. The Developer specifically waives application of Minn. Stat. ' 15.99 and agrees that as to timing of approvals and other decisions of the Township, its agents, engineers or attorneys, the provisions of Minn. Stat. ' 15.99 shall not apply, but rather the terms and obligations of this Contract shall apply. To the extent a court might rule that Minn. Stat. ' 15.99 could apply to some portion of this Contract, or the obligations contained within this Contract, or requests submitted regarding matters governed by this Contract, the Developer affirmatively waives compliance with Minn. Stat. ' 15.99 and consents to an indefinite extension of the time frames found in Minn. Stat. ' 15.99, pursuant to Minn. Stat. ' 15.99, subd. (f).

29. Indemnity.

A. Developer shall at all times indemnify and save Township harmless from and against all liability which Township may for any cause and at any time sustain or incur by reason of a Claim or suit or action or proceeding relating to this Contract or development of the plat. This indemnity shall survive all transactions and inspections between Township and Developer. This indemnity shall not be modified, except by subsequent written agreements between parties. The Developers obligations, covenants and liabilities under this Contract are not limited by the value of the Financial Guaranty required by the Town Board, though the Financial Guaranty may be used to satisfy any indemnity obligations of the Developer.

B. The Developer shall hold the Township and its officers; employees and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the Township and its officers, employees, and agents for all costs, damages, or expenses which the Township may pay or incur in consequence of such claims, including attorney's fees.

30. Payment by Developer. Developer shall pay, upon demand by Township, the amount of any liability under this Contract or related to the Plat paid by Township. Developer shall satisfy and discharge any judgment recovered against Township or the Dedications by reason of such liability promptly after the entry thereof, unless an appeal is taken and any bonds required to stay the collection thereof are procured and filed by Developer. If a final judgment is entered against the Township or the Dedications after the appeal, Developer shall satisfy and discharge such judgment. Township may, in its reasonable discretion, make any payment as required herein, or access the Financial Guaranty for the same purpose, and in any event, if the Township has spent its own funds. The Developer shall promptly repay to the Township the amount of such payment with interest.

31. Draws on the Financial Guaranty. The Township shall be entitled to draw on the Financial Guaranty in such amounts as the Township shall deem necessary, to insure Developer's compliance with all of Developer's obligations under this Agreement, or in the alternative, to enable the Town Board to itself perform Developer's obligations in the event Developer shall fail to do so. Any obligation of the Developer under this Agreement which can be satisfied by the expenditure of money may be undertaken by the Town Board using the Financial Guaranty to pay for said activities, and the

Township is hereby given permission and license to so act, if the Developer is in default of any of Developer's obligations hereunder.

32. Miscellaneous.

A. The Developer represents to the Township that the plat complies with all Township, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the Township determines that the plat does not comply, the Township may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the Townships demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the Township under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of approval required for issuance of building permits, including for lots sold to third parties.

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

E. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the Township, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.

F. The action or inaction of the Township 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 Townships failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

G. This Contract shall run with the land and may be recorded against the title to the property.

H. Each right, power of remedy herein conferred upon the Township is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to Township, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Township and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

I. The Developer may not assign this Contract without the written permission of the Town Board, which permission shall not be unreasonably withheld. The Developers obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

J. The Developer shall enter into a Hazardous Waste Indemnity Agreement, with the Township. Said Agreement is attached hereto as Exhibit B, and by this reference, made a part hereof.

K. The Developer warrants that it is the fee owner of the property described in Exhibit A and has full power and authority to enter into this Agreement.

L. The Developer shall comply with the requirements of all contracts it enters into with subcontractors, workers, material suppliers and any others providing material, or services under this Agreement. Developer warrants that all such persons shall be properly paid for their work and that Developer will not permit liens of any kind to be placed upon the property described in Exhibit A. Any such mechanics liens shall be immediately satisfied by Developer. Should Developer fail to remove liens as called for by this paragraph, such failure shall be deemed a default under this Agreement, and the Township shall be entitled, upon ten (10) days written notice, to draw upon the Financial Guaranty, or to seek cash payment from the Developer, by action in a court of competent jurisdiction to satisfy said liens. In the event such action is brought, Developer shall be responsible for the Towns costs and attorney fees.

M. The Developer shall obtain a Letter of Map Revision to reflect the accurate floodplain boundary prior to acceptance of final improvements. The Township shall be entitled to refuse final improvements, and to draw against Financial Guaranty to obtain the Letter of Map Revision itself if the Developer fails to comply with this paragraph.

N. The Developer shall undertake appropriate weed control at all times during the development process and in all locations on the plat.

33. Written Amendment. This contract may be modified, changed or amended only by subsequent writings by and between the same parties hereto.

34. Binding Agreement. This Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, and their heirs, successors and assigns.

35. Notices.

A. Required notices to the Developer shall be in writing, and shall be either emailed or hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

***(Developers address to receive mail, phone number, and email address)***

B. Notice to the Township shall be in writing and shall be either emailed or hand delivered to the Township Clerk, or mailed to the Township by registered mail in care of the Township Clerk at the following address:

Michelle Kleven  
Springvale Township Clerk  
34354 Holly St. NW  
Cambridge, MN 55008

763-689-4207  
mkleven@springvaletownship.com

C. Notice to the Township Engineer shall be made through the Township Clerk unless otherwise noted.

36. Inspection. The Developer will provide the Town Board and the Town Clerk a pre-construction schedule at least one week prior to the start of grading and road construction, and also notify the Town Board or its agents at least 24 hours prior to any work outlined above being performed within the plat to coordinate review and inspection of the construction activities. The Developer will also be responsible to inform all their contractors of this provision. If the Town Board or its agents are not notified as per above, the Developer will pay all additional costs for core samples, borings, and/or other inspection / testing deemed necessary by the Township, in its sole discretion.

37. Severability. If any portion or clause of this Development Contract shall be deemed unenforceable, unconstitutional, or in any other way stricken by any court of competent jurisdiction, then the parties agree that the remainder of this Contract shall remain in full force and effect and the removal of the stricken portion shall not affect the enforceability or legally binding nature of the remainder of this Contract.

