

EXHIBIT F

DEVELOPMENT AGREEMENT OUTLINE

(Space for recording document)

(Sample)
**DODGE COUNTY
DEVELOPERS AGREEMENT**

Date: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 201__ by and between Dodge County, hereinafter called "County" and _____ hereinafter called "Owner".

WHEREAS, the Owner has made application to the County for approval of a plat of land within _____ Township. The legal description of the land is attached as Exhibit A, hereinafter called the "Subdivision"; and

WHEREAS, the County Board granted approval of a plat of land within _____ Township on the condition as described herein. This agreement is inclusive of the entire plat of land and does not separate the project into phases. If the development is to occur in phases, it still must meet the conditions and timelines set forth under this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

I. **IMPROVEMENTS:** In accordance with the policies and ordinances of the County, the following described improvements (hereinafter collectively called "Improvements") shall be constructed and installed on the terms and conditions herein set forth:

- (A) Installation of water mains and service lines, pursuant to the County Subdivision Ordinance and specifications, as required. All residences in the Subdivision shall be required to connect to water prior to occupancy and may be charged the respective connection fee at the time a building permit is applied for. Owner and County acknowledge that the water service line for any house may be installed by any licensed installer and that the owner of the house is responsible for the cost of the installation. Owner agrees that the water service lines shall be installed in such a manner that each house shall have a separate service line connected the water main, and that water service lines shall not cross lot lines.
- (B) Installation of sanitary sewer mains and service lines, pursuant to County approved plans and specifications. Owner agrees that sanitary sewer service lines shall be installed in such a manner that each residence shall have a separate sanitary sewer line connected to the sanitary sewer main and may be charged the respective connection fee at the time a building/zoning permit is applied for. Owner agrees that said sanitary sewer service lines shall not cross lot lines.
- (C) Storm Water Management Plan consistent with Chapter 17 of the County Zoning Ordinance and approved by the County Board.
- (D) Erosion Control: Owner agrees to take erosion control measures during grading of the site and construction of the street and other improvements, as indicated on the grading and erosion control plan submitted to the County. Owner agrees to seed with an appropriate vegetative ground cover and / or mulch, or cover with straw, all exposed areas, as may be deemed necessary as work progresses and upon completion of street construction and site grading.

After the site is rough graded, but before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented by the Owner, and inspected by the County. The County may impose additional control requirements if they would be beneficial. All areas disturbed by the excavation and back filling operations shall be re-seeded immediately after the completion of the work in the area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast

growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention. The Owner shall promptly clean dirt and debris from the street that has resulted from construction work by the Owner, its agents, contractors or assigns until all work has been accepted by the County and ownership has been transferred.

The parties recognize that time is of the essence in controlling erosion. If the Owner does not comply with the erosion control plan and scheduled or supplementary instructions, the County may take such action, as it deems appropriate to control soil erosion. The County will endeavor to notify the Owner in advance of any proposed action, but failure of the County to do so will not affect the Owner's and / or County's rights or obligations hereunder. If the Owner does not reimburse the County for any cost the County incurred for such work within thirty (30) days, the County may draw down the letter of credit to pay any costs. No development will be allowed and no building permits will be issued unless the plat is in full compliance with the erosion control requirements.

- (E) Street Lighting. When plans call for street-lighting including poles, cross-arms, underground wiring, transformers, pedestals and any other necessary appurtenances, (herein after called "street light improvements"). The Owner agrees to coordinate the installation of streetlights of a type approved by the County prior to installation, and at such locations as approved by the County and County's electrical provider, at no cost to the County.
- (F) Electrical service installation. Owner agrees to coordinate the installation of underground electrical service to each lot in the Subdivision prior to occupancy, at no cost to the County. Owner agrees that all above ground electrical service boxes shall be located in the front of the lots, within the public right-of-way or the utility easement as delineated on the plat of the Subdivision, and said placement shall not obstruct line of sight for any and all intersections.
- (G) Signage. Street signs, traffic control signs any and all other traffic management signage within Subdivision determined to be necessary by the County will be provided and installed by the County at the expense of the Owner (Exhibit B). All signage shall meet the County signage policy.

- (H) Gas service installation. Owner agrees to coordinate the installation of underground home-heating gas service to each lot prior to occupancy, at no cost to the County. Said service shall connect to underground utility mains only. No underground storage tanks for improvement heating gas, natural gas, propane or like fluids may be placed on any lot in Subdivision at any time. Above ground tanks will only be allowed on a temporary basis for construction.

II. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that any and all Contractors for the Subdivision are independent contractors and all persons employed by the Contractors in the performance of any work or services required or provided for herein shall not be considered employees of the County for any purpose whatsoever, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of the Contractor(s)' employees while engaged in any work or service under this agreement shall in no way be the obligation or responsibility of the County.

III. INSURANCE: Owner agrees to, at its own expense, procure and maintain for a period ending two years after the work is accepted by the County a general liability insurance policy, naming Dodge County as an additional insured, with bodily limits of at least \$1,000,000 / \$2,000,000 and property damage limits of at least \$500,000 and file such policy of insurance or a certificate of such insurance, with the County Coordinator. Owner further agrees to maintain insurance on its vehicles and to require the maintenance of insurance on all vehicles in the performance of this contract with bodily injury limits of at least \$1,000,000 / \$2,000,000 and property damage of at least \$500,000 and file a certificate or certificates of such automobile insurance, with the County Coordinator. Owner shall also file with the County Coordinator a certificate indicating insurance is in effect for workers compensation.

In the event that all or a portion of the work contemplated by this contract shall be done by the Owner through Contractors and / or Subcontractors, it shall be the responsibility of the Owner to determine and require that such Contractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the County Coordinator. Owner shall also ensure that its subcontractors are aware of and abide by the provisions of the Developer's Agreement Inspections and Approval requirements.

All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, the City is to

receive thirty (30) days written notice of the insurance company's intention to cancel or terminate.

IV. DESIGNATION OF IMPROVEMENTS: Improvements to be installed at Owner's expense by the Owner as provided herein are hereinafter referred to as "Improvements".

V. LOCATION OF IMPROVEMENTS: The Owner has indicated they will perform the installation of Improvements which will be made as listed below. In addition, the County shall be given "as-built" drawings after the installation of the improvements (except the wear course) are complete.

<u>Description of Improvement</u>	<u>Location of Improvement</u>
Water Improvements	Right-of-Way
Sanitary Sewer Improvements	Right-of-Way
Storm Water Improvements	Right-of-Way & Dedicated Ponds
Subdrain Improvements	Right-of-Way & Dedicated Easements
Lot Seeding & Erosion Control	On all lots and Right-of Way
Underground Utilities-Power, Gas, Cable & Phone	Right-of-Way & Dedicated Easements
Surveying & Staking	Per Plans
Stop signs, "No Parking" signs & other	Per County
Setting of lot & block monuments	Per Final Plat
Street Lighting	Per Energy Company

VI. INSPECTION OF IMPROVEMENTS: The Owner and / or its contractor shall contact the County Environmental Services Department of its intention to proceed with the construction or installation of said streets and improvements. Notification shall be made at least twenty four (24) hours before any such construction or installation shall commence as to give the County Highway Department an opportunity to inspect installation or construction of said streets and improvements during the course of the work being performed.

VII. BUILDING/ZONING PERMITS: No building/zoning permits shall be issued until water and sewer infrastructure, the aggregate base, lot corners and all utilities have been installed and approved by the County Engineer.

VIII. MAINTENANCE; OWNERSHIP: County / Township accepts no responsibility for the maintenance of the work performed until such work is certified by the County Engineer and it subsequently accepted by the County. When accepted by the County the improvements within the public rights-of-way shall become the property of the Township/County

without any further acts or deeds of the Owner, except that the Owner guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to the contract for the period of one (1) year after the wear course is approved by the County Engineer and accepted by the Township/County.

- IX. WETLAND DEDICATIONS, RESTRICTIONS:** The Owner shall make it clear to any potential buyer or purchaser of lots affected by wetland boundaries that there are building restrictions within wetland areas. Any draining, filling or excavating of land in these areas is strictly prohibited. This includes the construction of above-ground decks, any footings or sub surface structures, retaining walls or changes to grade, etc. In addition, the Owner shall place signage along wetland boundaries recognizing it as a Dedicated Wetland Area.
- X. ASSOCIATION:** A homeowners association will maintain the green spaces created by this development and under its ownership and be responsible for the maintenance and repair of the wetland and ponding areas in the development.
- XI. NON-ACCEPTANCE; OWNERS OBLIGATION:** Owner, within 14 days after receiving notice from the County that the project, or a portion thereof, has not been constructed in accordance with the County specifications, or has not been accepted, or that a warranty claim is still being made, shall perform such work identified as needing competition or correction, or shall provide a written schedule identifying the work to be done and the time in which it will be performed. Failure to perform the work or provide and abide by a schedule may be used as a basis for denying the Owner the opportunity to construct other public improvement projects on Owner's land under the Development Agreement.
- XII. FINANCING IMPROVEMENTS:**
- (A) Improvements shall be instituted, constructed and financed privately.
 - (B) Prior to commencement of any work under this contract, the selected Contractor shall furnish to the County performance and payment bonds executed by itself and a surety company to do business in the State of Minnesota. Said bonds shall be for \$_____ and shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the performance of the contract in accordance with the plans and specifications and payment of all claims for the labor and materials, respectively. The bonds shall state on their face that they remain in full force and

effect until the expiration of Contractor's warranty period.

- (C) Prior to commencement of any work under this contract, a cash deposit or letter of credit of \$_____ shall be submitted to the County in an amount not less than the estimated engineering, inspection, planning and legal fees as estimated by the County Engineer and the County Coordinator. The County shall be entitled to reimburse itself out of such deposit for any cost or expense incurred by the County for completion of the work in case of default of the Owner under such agreement.
- (D) Easements: The Owner shall make available to the County at no cost to the County, permanent or temporary easements necessary for the installation of said Improvements. Easements shall include adequate work and staging space necessary to install, repair or maintain any improvements.
- (E) The Owner agrees to coordinate the installation of telephone, gas, cable, streetlight and electric services privately at no cost to the County.
- (F) The Owner shall reimburse the County any costs related to required wetland mitigation and replacement that is incurred by the County related to the Development.
- (G) Engineering, Recording and Legal Fees: The Owner agrees to pay the County the actual administrative and inspection cost of the project. The County or the Engineer shall bill the Owner on a periodic basis for these costs:
 - 1) The County and County Engineer will review and approve the construction plans and specifications, at Owner's expense.
 - 2) The County will provide inspection of all Public Improvements at Owner's expense.
 - 3) A final plat will be submitted to the County Recorder and recording costs will be at Owner's expense.
 - 4) The County agrees to pay for the costs outlined in Exhibit C.
 - 5) There will be no assessments or deferred assessments.

Engineering: The County / or County Engineer will provide the Owner with copies of invoices with documentation of services performed on a periodic basis.

- XIII. SAFETY:** Owner agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

- XIV. INDEMNITY:** The Owner shall save and hold harmless the County, it's officers, agents, employees, County Engineer and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Owner or it's contractor, subcontractors, agents or employees under this agreement.

The Owner agrees to defend, indemnify, and hold harmless the County and it's officials, officers, agents, employees and County Engineer from all claims brought by the employees or agents of the Owner, or its subcontractors, arising out of or as a result of any act, or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this contract by the Owner, it's employees, agents, contractors and subcontractors. The Owner agrees to defend and pay all costs in defending these claims, including reasonable attorney fees.

- XV. COMPLIANCES:** In connection with the administration and performance of the work authorized by this contract, the Owner shall comply and cause its agents and employees to comply with all Federal, State and local laws together with all ordinances and regulations applicable to this agreement and the work to be performed hereunder. All required permits shall be obtained by the Owner. Work on the development shall not commence until all necessary permits have been obtained by the Owner.

- XVI. COMPLETION DATE:** Owner intends to complete all work which is subject to this agreement on or before _____ through the bituminous base course and by _____ of the year following the completion of the bituminous base with the wear course.

- XVII. MERGER CLAUSE:** This agreement constitutes the final expression of the parties agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

- XVIII. WAIVER:** The failure of the County to enforce any provisions of this contract shall not constitute a waiver by the County of that or any other provision.

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

DODGE COUNTY

DATED: _____

BY: _____

STATE OF MINNESOTA
COUNTY OF DODGE

The foregoing was acknowledged before me on this _____ day of _____ 201_____,
by _____ the Chairman of the Dodge County Commissioners
under the laws of Minnesota, on behalf of the Dodge County Commissioners.

Notary Public

My Commission expires _____

SEAL

OWNER(S)

DATED: _____

BY: _____

BY: _____

STATE OF MINNESOTA
COUNTY OF DODGE

The foregoing was acknowledged before me on this _____ day of _____ 201____,
by _____ and _____,
(name) (2nd name)
the _____ and _____
(title of above name) (title of above name)
of _____, a _____
(company name) (corporation, partnership, etc.)
under the laws of Minnesota, on behalf of the _____
(corporation, partnership, etc.)

Notary Public

My Commission expires _____

(note: if husband and wife it must be written following their names).

SEAL

This is a signature page to the Development Agreement by and between Dodge County and _____

**DODGE COUNTY
DEVELOPERS AGREEMENT**

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

DODGE COUNTY DEVELOPERS AGREEMENT

EXHIBIT B – ITEMS TO BE PAID FOR BY OWNERS

The following items are to be paid for by the Owners or Owners Agents and constructed to the specifications outlined in the Developer's Agreement and approved engineering specifications:

- ◆ All grading and building site preparation
- ◆ Storm water and erosion control measures
- ◆ Subdrains, water and sanitary sewer mains and related improvements
- ◆ Street,
- ◆ Electric, gas service, cable and telephone installation
- ◆ Maintenance of development until improvements area accepted by the County and designated to Dodge County
- ◆ Permanent and / or temporary easements
- ◆ Stop signs and miscellaneous street signage and installation of said signage
- ◆ All legal and recording fees
- ◆ Engineering and planning fees