

**TOWN OF BALDWIN**  
**SHERBURNE COUNTY, MINNESOTA**  
**RURAL SECTION DEVELOPER'S AGREEMENT**  
Approved July 17th, 2012

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Town of Baldwin, a municipal Township organized under the laws of the State of Minnesota (the "Town") and \_\_\_\_\_ (the "Developer").

WHEREAS, the Developer has made application to the Town Board for approval of a plat of a parcel of land (hereinafter called the "Subdivision") within the corporate limits of the Town to be known as \_\_\_\_\_.

WHEREAS, the Developer hereby warrants and represents to the town as inducement to the Town entering into this agreement, that the Developer's interest in the Subdivision is that of \_\_\_\_\_. (Indicate whether fee owner, vendee under Contract for Deed from named vendor or other vested interest.)

WHEREAS, the Town Board, by resolution dated \_\_\_\_\_, 20\_\_\_, has granted preliminary approval of the Subdivision on the condition that Developer enter into this agreement.

WHEREAS, the Town Board has adopted the Sherburne County Subdivision Ordinance and the Sherburne County Zoning Ordinance;

and

Whereas the Developer has made the following representations and warranties

1. The Developer is the fee owner of the Property comprising the Subdivision;
2. The Developer has the right, power and authority to execute, deliver and perform its obligations under this Agreement;
3. The Developer is not aware of any violation, default, breach, suit, action, or proceeding which may

interfere with its ability to fully perform its obligations under this Agreement;

4. None of the representations and warranties made by the Developer, or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf, contains or will contain any untrue statement of material fact or admits any material fact, the omission of which would be misleading; and
5. The Developer has sufficient funds or has obtained a commitment for financing in an amount adequate to finance construction of the improvements.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the Town and Developer hereby agree as follows:

- A. **Right to Proceed.** The Subdivision consists of \_\_\_\_\_ lots for single-family dwellings. Development within the Subdivision shall be regulated by the terms and conditions of the Town's official controls, including its zoning ordinances and subdivision regulations, and such other laws or ordinances as may apply. This Agreement is intended to regulate the development of the Subdivision and the construction of certain improvements identified herein. The Developer may not grade or otherwise disturb the earth, remove trees, construct the required improvements, or construct any buildings within the Subdivision until all of the following conditions have been satisfied: (a) this Agreement has been fully executed by both parties and filed with the Town Clerk-Treasurer; (b) the required cash security has been received by the Town; (c) final engineering and construction plans have been submitted by the Developer and approved by the Town and County; (d) the preconstruction conference has occurred; and (e) the Town has issued notice that all conditions required to commence the improvements have been satisfied and that the Developer may proceed.
- B. Notwithstanding the foregoing, upon the written request of the Developer the Town Board may grant written consent for the Developer to conduct preliminary site preparation work on the Property subject to such conditions and restrictions as the Town Board may establish in the written consent.
- C. **Subordinate Service District.** The Developer agrees to sign the petition attached hereto as **Exhibit B** requesting the Town to establish a subordinate service district under Minnesota Statutes, Chapter 365A encompassing the entire Property (the "District"). The petition must be signed and delivered to the Town together with the signed Agreement. The purpose of the District will be to establish a method for the Town to construct, complete, maintain, repair, and improve the Improvements as the Town Board may determine is appropriate and to impose all costs and expenses it incurs for such activities on the lots within the Subdivision. The Developer shall be responsible for the costs and expenses the Town incurs for originally establishing the District, which shall be deducted from the Security. The Town Board's establishment of the District shall not constitute acceptance of the Improvements or in any way obligate it to undertake any maintenance, improvements, or repair of the Improvements.

**1. Fees.** The Developer agrees to pay the Town the following non-refundable fees.

- a. An administrative fee of \$100 per lot.
- b. A cul-de-sac maintenance fee to provide for the additional costs of maintaining cul-de-sacs. This fee will be calculated by multiplying the number of permanent cul-de-sacs to be created for all phases of the development in excess of one cul-de-sac by \$6000 per cul-de-sac. The fee will be charged at the time of development of each individual cul-de-sac. The very first cul-de-sac in the first phase of the entire addition shall be the cul-de-sac not be charged for.
- c. The developer shall pay \$45 per lot for material and installation of Baldwin Township Address Signs as noted in the Engineering Design Standards.
- d. A Roadway Maintenance fee of \$0.35/sy of bituminous roadway surface.

**2. Improvements.** In accordance with the policies and ordinances of the Town, the following described improvements (hereinafter collectively called the "Improvements") shall be constructed and installed upon terms and conditions hereinafter contained:

- a. Street grading, stabilizing, including construction of berms, ditches and boulevards (hereinafter called "Street Improvements"); and
- b. Drainage system improvements determined to be necessary by the Town Board, including all necessary ditches, ponds, catch basins, inlets, culverts, and other appurtenances (hereinafter called "Storm Sewer Improvements"); and
- e. Permanent street surfacing and base. (hereinafter called "Permanent Street Improvements"); and
- f. Standard street name signs at all newly opened intersections, and traffic control signs, within the Subdivision determined to be necessary by the Town Board (hereinafter called "Traffic Signing Improvements");

**3. Designation of Improvements.** Improvements to be installed by Developer at the expense of Developer are hereinafter referred to as "Plan A Improvements\*".

**a. Construction Plans And Approval Thereof.** The Developer shall engage at Developer's expense a Civil Engineer registered in the State of Minnesota to prepare detailed plans and specifications for the complete installation of all Plan A Improvements in accordance with Town of Baldwin "Engineering Standards. These plans and specifications shall include preparation of estimated cost, special contract provisions, proposal forms, the designation and description of all necessary temporary and permanent easements, and all elevations, including permanent road elevations. All such plans and specifications shall be based upon engineering surveys, including soil borings and material tests determined to be necessary by the Developer's Engineer. Soil borings and material tests shall be submitted to and be approved, in writing, by

the township engineer prior to the commencement of construction of any Plan A Improvements.

The plans and specifications shall conform to the following standards:

1. "Engineering Standards", Township of Baldwin
2. "Sherburne County Zoning Ordinance" and the Sherburne County Subdivision ordinance
3. Regulations covering drainage, grading, and erosion control as set forth by Sherburne County and Baldwin Township.
4. Regulations detailing developable lot criteria as follows:
  - A. Each lot must have 10,000 square feet of undisturbed and contiguous land that is at least eighteen (18) inches above mottling (as defined in MN Chapter 7080).
  - B. A minimum of three (3) soil borings must be done on each proposed lot; one where the house will be located and one where each septic drainfield will go. Developer's engineer must designate permanent location of home and the maximum house pad size on preliminary plat and grading and drainage plan.
  - C. Each lot must have 10,000 square feet of contiguous land that is 36 inches above mottling. This may be accomplished by filling in non-wetland area. The house shall be located in this area and all fill below the floor areas shall be certified as structural fill by a geotechnical engineer.
  - D. The designing engineer shall incorporate into the overall drainage plan of the plat all fill that may be necessary for construction of homes. If additional fill is proposed after the grading and drainage plan was approved by the Township Engineer, then prior to building permit being issued, the property owner must submit proposed grading changes to the Township and submit an approval letter to the County. Elevation changes not shown on the preliminary plat and / or grading and drainage plan will not be allowed.
  - E. The designing engineer must identify on the preliminary plat and grading plans what the low floor and low entry elevations will be for construction of a new home. The low floor shall be determined by not only surface flooding potential, but by mottling as shown in the soil borings. The types of homes that will be allowed on each individual lot

must also be identified (full basement, walkouts, 2-level split entry, slab on grade.)

- F. The proposed lowest floor elevation for each home shall be a minimum of one foot above mottling as indicated by the soil boring taken on the lot.

**b. Construction Services By The Developer's Engineer.** The Developer's Engineer shall perform the following services:

1. Provide survey stakes for construction,
2. Certify to remaining construction costs for reductions in securities,
3. Recommend construction methods,
4. Specify and inspect materials,
5. Submit copies of test reports to the Town Engineer,
6. Conduct final job inspections with the Town Engineer,
7. Certify that all construction was done in accordance with approved plans and specifications, and
8. Furnish permanent reproducible mylar "as built" of the construction plans, and
9. Furnish a map of the plat on a 3.5" floppy disk. (AutoCAD - 2000 Compatible)

**c. Service To Be Performed By The Town.** The Town will perform the following services with respect to Plan A Improvements:

1. Assist, review and approve the work of the Developer, Developer's Engineer and the Contractors. The Town has the right to have an experienced inspector to monitor construction. The inspector may be present on the job at any time during construction and must be present when the Developer conducts final job inspections. The fees of the Town Engineer shall be paid by the Town from the Developer's escrow deposit.
2. The Town will perform or cause to be performed the construction of the traffic signage, pavement markings and the roadway maintenance from the cash deposits paid by Developer pursuant to this agreement.
3. The Town Board will arrange for a preconstruction conference. Those present shall include a Town Board representative, the Town Engineer, the Developer (not Developer's representative), Developer's Engineer and any other parties the Town Board may deem necessary.

**d. Responsibility for costs.** Upon execution of this agreement the developer shall pay all fees and securities as listed on Exhibit A. All costs incurred by the Township connected with this development, including, but not limited to administrative, legal, planning, engineering, and inspection expenses, shall be reimbursed to the Township by the Developer. If costs incurred by the Township exceed those listed in Schedule A, the Developer shall pay for any additional reimbursable costs listed in Schedule A within thirty days when billed by the Township. The developer agrees also to reimburse the Township for all its costs that it may incur in the enforcement of this Agreement.

**e. Hold Harmless.** The Developer shall hold the Township, its board members, officers, employees, and consultants, harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from subdivision plat approval and development. The developer shall indemnify the Township, its board members, officers, employees, and consultants, for all costs, damages, or expenses which the Township may pay or incur in consequence of such claims, including reasonable attorney's fees, provided that nothing herein shall require the Developer to indemnify the Township, its board members, officers, employees, and consultants from any violation of law or from the consequences of their own negligence.

**f. Construction of Plan A Improvements.** The construction, installation, materials and equipment shall be in accordance with the plans and specifications approved by the Town Board and as set forth in the Town of Baldwin "Engineering Standards" which are incorporated herein by reference. The Developer's Contractor shall furnish the Town Engineer with a schedule of proposed operations at least three (3) days prior to commencement of any construction work. No construction on any improvement shall begin until the schedule is approved by the Town Engineer. No building permits shall be issued in said development until road rough grade, ditches, swales and drainage systems are in and approved by the town.

**g. Supervision.** All of the work shall be under and subject to supervision of the Town Board, Town Engineer and Developer's Engineer where appropriate and any other governmental agency having jurisdiction over the work.

**h. Insurance.** The Developer shall cause each person with whom the Developer contracts for the construction and installation of any Plan A Improvements to furnish the Town with evidence of insurance coverage. Insurance Requirements: Insurers must have an A.M. Best (insurance industry financial rating guide) rating of B+ or better. A Certificate of Insurance must be provided to the Town of Baldwin, prior to project commencement, evidencing the following limits of liability. Equal to or greater than stated herein: Commercial General Liability Limits of; \$1,000,000 per Occurrence, \$2,000,000 General Aggregate, Minnesota Statutory Workers' Compensation coverage and Employers' Liability Limits of; \$100,000/\$500,000/\$100,000, Automobile Liability Limit of; \$1,000,000. Written notification must be given to the Town of Baldwin thirty (30) days prior to cancellation of coverage by the Insurer and/or Insured. All certificates must be submitted with current effective dates. Renewal certificates are due thirty (30) days prior to expiration of coverage.

**i. Faithful Performance of Construction Contract & Security.** The Developer will fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all Plan A Improvements and hereby guarantees the workmanship and materials for the specified periods following the Town's final acceptance of each of the Plan A Improvements. To secure performance hereunder and prior to the commencement of construction, the Developer shall provide the following securities as indicated in Schedule A to the Town:

1. Furnish a cash deposit to the Town, for "Estimated costs refundable to the developer" (Line 10, "Exhibit A")
2. Security amounts are subject to review and adjustment by the Town Board in order to maintain 1.5 times the estimated cost of construction and shall consider variables such as weather, inflation and other unforeseen changes in original estimates of cost. This review and adjustment shall include any additional Administrative and Engineering Costs which have been incurred.

All escrow amounts will be placed in escrow accounts under the control of the Township. Any interest generated by these accounts the Owner agrees to forgo to the benefit of the Township. Such interest shall be used by the Township to offset administrative costs relative to the maintenance of the accounts.

**j. Default.** In the event that the Developer has not completed any or all aforementioned work and requirements on the completion dates as set forth herein or violates any agreements or requirements as set forth herein, the Town will notify the Developer in writing of said violations or breaches and shall upon written demand by the Developer received within 10 days of receipt of said demand, conduct a hearing before the Town Board to inquire into such defaults or breaches. Said hearing may be canceled upon compliance by Developer with all items specified in the Town's notice. If the Town Board determines there is a breach or noncompliance with the terms of this agreement, it may, by resolution, authorize its officers, its employees or its authorized agents to enter upon the Developer's property and to complete any or all such uncompleted or improperly performed work in conformity with this agreement. The Developer's security escrow shall be used for all costs incurred by the Town in completing or correcting the work, including administrative expenses, contractor costs and all engineering and attorney's fees necessitated by Developer's breach of this agreement.

**k. Road Status.** The Developer agrees to maintain all roads within the Plat in a safe and passable condition on and after the date of the approval of said plat until the date of final inspection by Developer's Engineer and acceptance by the Town Board of all said work included within the Plan A Improvements. It is further agreed between the Developer and the Town that, in the event that such roads are not maintained in a safe and passable condition, as determined by the Town Board, that the Town shall have the right to perform such work, and in that event the Developer shall reimburse the Town for all costs incurred in the maintenance thereof from the security escrow deposit.

**l. Release Of Security.** After completion by the Developer and acceptance by the Town of

part of the Plan A Improvements and upon request by the Developer, escrow security amounts proportional to the amount of work completed and accepted may be released to the Developer.

The Developer shall fully and faithfully discharge the Developer's obligations with respect to the Plan A Improvements and all contractors and suppliers doing work or furnishing skills, tools, machinery, materials, insurance premiums, equipment or supplies in connection with the construction and installation of Plan A Improvements.

The security amount released shall be determined by the Township Engineer after determining the cost of the Plan A Improvements remaining to be constructed. Fifteen (15) percent of the Plan A Improvement escrow deposit amount shall be retained by the Town for the specified warranty period to assure the prompt and complete repair, by the Developer, of all defects in materials and workmanship and deterioration that exceeds normal wear and tear. Upon the completion of any such repairs or the expiration of the warranty period, whichever occurs last, all remaining escrow funds held by the Town with any unpaid accrued interest thereon shall be returned to the Developer. The Developer agrees to maintain any Letter of Credit, or remaining Letter of Credit not yet released by the Township, given as security until such time as the township releases the remaining escrowed funds.

The developer may request The Town to release Plan A security amounts at the regular monthly meeting by:

- 1) Furnishing the Town with evidence that the Contractors and suppliers doing the work have been paid prior to release of securities.

And,

- 2) Furnishing evidence of partial completion of the project. The developer's engineer will certify to the dollar amount complete of the entire project, and to that amount yet remaining. The Township engineer will confirm the developer's engineer's assessment of the amount of construction yet remaining. The developer and the township will then authorize the release of securities jointly to the Contractor and suppliers submitting the bill.

**4. Warranty period.** The developer shall guarantee the construction of all Plan A improvements for a period of two (2) years following final acceptance of the Township of all improvements.

**5. Property Irons and Survey Monuments.** All property irons and survey monuments shall be in place at the time of final acceptance of the above Plan A Improvements by the Town.

**6. Easements.** The Developer shall make available to the Town, at no cost to the Town, all permanent or temporary easements necessary for the installation of the Plan A Improvements, as determined by the Town Board. All easements requested by the Town shall be in writing in recordable form. All easements, including utility and drainage easements, shall be noted in the final "as built" plans and permanent drainage and utility easements shall be shown on the final plat.

**7. Construction Activity Schedule.** The Developer must receive Town Board approval and must

deposit the required escrow deposit, including any administrative fees prior to any construction activity to the Town. Grading will be permitted after preliminary plan approval by the County, providing the Developer acquires a grading permit from the Town. The following items need to be completed prior to any additional construction activity:

- A final plat approval from the county board
- A execution and delivery of this agreement
- A deposit of all contract securities, escrows, and letters of credit

Inspections by the Township Engineer will be required for the following stages of construction for the Township to accept the constructed roadways. The Developer should give the Township Engineer notice of the need for inspection 24 hours in advance. Stages of construction which need inspection are:

- 1) After clearing and grubbing and stripping of topsoil.
- 2) After completion of rough grading.
- 3) Roll test of completed subgrade with culverts installed.
- 4) During installation of class 5 aggregate material.
- 5) During installation of each lift of bituminous material.
- 6) Punch list inspection after initial completion of project.
- 7) Final inspection immediately before the Towns acceptance of the roadways.
- 8) Warranty inspection at the end of the warranty period.

**8. Final Plat Approval.** The Town agrees to give final approval of the subdivision plat upon the preliminary approval by the County Board and after the grading and street plans have adequately addressed any review comments to the board's satisfaction. The final plat mylars will be signed by the appropriate township officers any time after the Developer and Township have signed this agreement and the County Board gives final plat approval.

**9. Final Inspection and Acceptance of the Constructed Road.** Upon successful completion of the Plan A Improvements, the Developer shall notify the Township by certified letter of its desire to have the constructed roadways accepted by the Township. The Township Engineer will schedule a final inspection. Upon completion of the final inspection a punch list will be developed by the Township for all work yet to be completed for final acceptance. The Developer shall notify the Township Engineer of the completion of the items listed on the punch list. The Township Engineer upon review of the completed items, if satisfied that the punch list items have been satisfactorily completed, shall recommend acceptance of the improvements to the Township Board. The Township Board upon review of the project if satisfied the Plan A Improvements have been satisfactorily completed, will accept the roadways and release the security per article 3j.

**10. Ownership and Maintenance of Constructed Improvements.** The Township upon acceptance of the constructed Plan A improvements shall accept ownership and maintenance of such improvements subject to the Developers warranty period.

Until the Town Board has accepted the roadways, the Developer agrees to be responsible for all maintenance of the roadway, including snowplowing.

## 11. General.

**a. Binding Effect.** The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representative, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision. References herein to Developer, if there be more than one, shall mean each and all of them. This Agreement, at the option of the Town, may be placed of record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Subdivision and all recording fees, if any, shall be paid by the Developer.

**b. Notices.** Whenever, in this Agreement, it shall be required or permitted that notice or demand be given or served, such notice or demand shall be delivered personally or mailed by United States mail to addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail as set forth herein.

**c. Incorporations by Reference.** All plans, special provisions, proposals, specifications and contracts for the Improvements furnished and let pursuant to the Agreement shall be and are hereby incorporated by reference and made a part of this agreement as fully as if set forth herein.

The addresses of the parties hereto are as follows, until changes by notice given as above:

Township of Baldwin:            Chairman of the Board

Developer:

Township Engineer:

Township Attorney:

IN WITNESS WHEREOF, the Town and Developer have caused this Agreement to be duly executed on the day and year first above written.

TOWN OF Baldwin

BY:  
    Its Chairperson of the Board

BY:  
    Its Town Clerk

DEVELOPER

\_\_\_\_\_ EIN or SSN

\_\_\_\_\_ Title of Signer

STATE OF MINNESOTA

ss

COUNTY OF SHERBURNE

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, a Notary Public, within and for

said County, personally appeared \_\_\_\_\_ and ,

\_\_\_\_\_ to me personally known, being each by me duly sworn, did say that

they are respectively the Chairperson of the Board and Town Clerk, of the Town of Baldwin, the municipal Township named in the foregoing instrument, was signed and sealed on behalf of said Township by Authority of its Town Board and they acknowledged said instrument to be the free act and deed of said municipal Township.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MINNESOTA

ss

COUNTY OF SHERBURNE

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public, within and for said

County personally appeared \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing instrument and acknowledged that \_he executed the same as h\_ free act and deed.

NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA

ss

COUNTY OF SHERBURNE

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public, within and for said

County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, being each by me duly sworn, did say that they are respectively the

\_\_\_\_\_ and \_\_\_\_\_ of the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

**EXHIBIT A**  
**SCHEDULE OF SECURITIES AND TOWNSHIP FEES (RURAL DEVELOPMENT)**

DESCRIPTION OF IMPROVEMENT	COMPLETION DATE FROM DATE OF THIS AGREEMENT	EST. COST
1. Grading & Erosion Control	2 Years	\$ _____
2. Storm Sewers & Road Culverts	2 Years	\$ _____
3. Permanent Street Surfacing**	2 Years	\$ _____
4. Total cost of Plan A Improvements		\$ _____
5. Work completed prior to signing of the Developer's Agreement		\$ _____
6. Plan A Estimated Construction Cost (Line 4 - Line 5)		\$ _____
7. Required Security (Cash only , 1.5 x Line 6)		\$ _____
8. Plan B <u>Estimated</u> Construction Cost		\$ _____

**Estimated Costs Refundable to the Developer**

Unused portions of these escrow amounts upon final acceptance of the Plan A Improvements shall be returned to the Developer. Any interest generated in these accounts shall be retained by the Township to offset administrative maintenance of the escrow accounts. Of the estimated legal, administrative, and engineering costs \$200 shall be retained by the Township for final warranty inspection by the Township Engineer which occurs eighteen months after road acceptance by the Township. If these funds are insufficient for the costs incurred by the Township, the additional cost shall be passed on to the Developer. Final acceptance of the project shall occur after any additional fees assessed to the project by the Township are paid by the Developer.

9. Estimated Legal, and Engineering Costs (5% of line 4)		\$ _____
10. Traffic Signing *** (\$150/ roadway sign, number of signs determined by the Township)	Est. No. of Road Signs _____	\$ _____
11. Snow Plowing Costs (if requested) Total Linear Feet of Roadway to Plow _____ X \$.10		\$ _____
12. Refundable Cash Escrows (Line 9 + line 10 + line 11)		\$ _____

**Non-Refundable Cash Fees**

13. Administrative Fees (\$100/Lot)	Number of Lots _____	\$ _____
14. Cul-de-Sac Maintenance Fee (Number of Cul-de-Sacs excluding temporary cul-de-sacs) x \$6000	Number of Cul-de-Sacs _____	\$ _____
15. 911 Address Sign Fees (\$45/Lot)	Number of Lots _____	\$ _____
16. Maintenance*** (\$0.35xSY of Bit. Surface)	S.Y. _____	\$ _____

17. Total Non-Refundable Cash Fees  
(Line 13 + line 14+ line 15+line 16)

\$ \_\_\_\_\_

- \* Plan A Improvements are as described in detail within the plans and in contract documents and technical specifications, for the site grading, storm sewer, road culverts, street, and sidewalk.
- \*\* The bituminous pavement will be considered for acceptance upon its completion over an approved subgrade. Acceptance may be postponed over one winter season if the subgrade has not been approved.
- \*\*\* For traffic signing, and the legal, administrative, and engineering fee, the Developer shall deposit refundable cash with the Town and said work shall be performed by the Town. These items shall not be included in the Plan A Escrow computations.

**EXHIBIT B**

Petition for Subordinate Service District

**PETITION REQUESTING ESTABLISHMENT  
OF A SUBORDINATE SERVICE DISTRICT**

\_\_\_\_\_ (the "Petitioner") is the sole owner of all the property legally described in Attachment 1 and which is proposed to be platted as \_\_\_\_\_ ("Plat"), hereby petitions the Town Board of Baldwin Township, Sherburne County, Minnesota ("Town") to request the establishment of a subordinate service district pursuant to Minnesota Statutes, Chapter 365A to include all of the described property (the "District") for the purpose of providing the following described services by the Town at such times and to such extent as the Town Board determines is appropriate:

- a. Build, rebuild, repair, improve, and maintain the roads dedicated to the public within \_\_\_\_\_ the Plat;
- b. Build, rebuild, repair, improve, and maintain the stormwater facilities located within drainage easements dedicated to the public within the Plat including, but not limited to, drainage ditches, catch basins, and ponds.

The territorial boundaries of the proposed District would be the same as the described property and shall include all lots established on the property through the platting process. The Petitioner understands that if the proposed plat is finally approved and the District is established, the Development Agreement entered into regarding the Plat places the obligation on the Petitioner to build the road improvements, stormwater improvements, and the other identified improvements in accordance with the approved plans and that the Petitioner and/or the owners within the District shall be responsible for keeping the roads properly maintained until such time as the Town Board determines to pass a resolution to open and maintain them as part of its system of publicly maintained town roads. Furthermore, the Petitioner and/or the owners are also be responsible for properly maintaining the stormwater improvements within the District. However, the Town Board has the option, but not the obligation, to perform any of the work required of the Petitioner or the owners within the District as it determines is necessary to protect the public health, safety, and welfare. The Petitioner understands that the Town undertaking such work does not relieve the Petitioner or the owners from their maintenance obligations toward these improvements in accordance with the terms of the Development Agreement and the covenants established for the Plat.

The Petitioner further understands the costs the Town incurs associated with establishing the District shall be paid by the Petitioner and that any costs the Town may incur to provide any of the above described services and to finance the projects will be paid for by a property tax and/or service charge levied on the lots within the District.

Presented to the Town Board by the Petitioner this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

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

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

**Subordinate Service District Petition  
Attachment 1**

Legal Description of the Property to be included in the District