

Version: September 2017

KANDIYOHI COUNTY DEVELOPMENT IMPROVEMENT AGREEMENT

Date: _____

THIS AGREEMENT, made and entered into by and between the _____, hereinafter called the “County,” the Township of _____, hereinafter called “Township,” and _____ hereinafter called the “Developer,”

WHEREAS, on _____, the County Planning Commission granted preliminary plat approval to the subdivision, on the condition that the Developer enter into a contract providing for the installation of certain public improvements, hereinafter called “improvements” prior to final plat application.

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

1. WARRANTEE OF THE DEVELOPER: The Developer hereby warrants and represents to the County and the Township that the interest in the property legally described in attached **Exhibit A** is ownership in fee, or have a consent from CD holder.

2. IMPROVEMENTS:

A. **GENERAL DESCRIPTION:** In accordance with the policies and ordinances of the County, the following described improvements shall be constructed and installed on the terms and conditions herein set forth:

1. Street grading, graveling, and stabilizing including construction of ditches (hereinafter called “Street Improvements”).

a. All roads and drainage structures as shown on the preliminary plat and road plans.

2. Standard street name signs and other signing as required by the County Engineer (hereinafter called "Signing Improvements").

3. Financial Guarantee: In an amount equal to one hundred twenty-five (125) percent of the total cost of improvements as determined by the Town Board or County Engineer. **See Attached Exhibit B**

4. SPECIFIC IMPROVEMENTS, LOCATION, COST, and RESPONSIBILITY: The Developer will construct and install at the Developer's expense the following improvements according to the plans and specifications approved by the County Engineer, attached and incorporated herein by reference as **Exhibit C.**

<u>IMPROVEMENT</u>	<u>LOCATION</u>	<u>ESITMATED COST</u>
Street Improvements	As identified on plat plans, attached.	\$
Street Signs		\$
Stormwater Improvements		\$
	Estimate Cost of Improvements	\$
	Estimate Cost of Administration & Inspection Fees	\$
	TOTAL ESTIMATED COST:	\$

A. CONSTRUCTION AND INSTALLATION STANDARDS AND REQUIREMENTS:

1. Construction Plan and Approval Thereof: The Developer shall cause to be prepared detailed plans and specifications for the complete installation of all improvements in accordance with County and Township standards and submit same to the County Engineer for written approval.

B. CONSTRUCTION OF IMPROVEMENTS:

1. All improvements are to be completed pursuant to this Contract and upon the satisfaction of all terms and conditions of this Contract by all parties of this Contract.
 2. The construction, installation, materials, and equipment shall be in accordance with approved plans and specifications. The Developer shall be responsible for providing staking and inspection of said improvement. The Developer shall be responsible for all costs relating to plan and specification preparation, staking, and inspection. Required inspections include, subgrade, class 5, surfacing and ditch slope.

5. INDEMNIFICATION: The Developer agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Developer's performance or failure to adequately perform its obligations pursuant to this contract.

6. GENERAL: The terms and conditions hereof shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the subdivision and shall be deemed covenants running with the land. Reference herein to the Developer, if there is more than one, shall mean each and all of them.

7. ACCEPTANCE OF COMPLETED IMPROVEMENTS: The Township shall approve said

improvements or portions thereof, upon certification by the County Engineer and the road's engineer that the improvements have been completed in conformance with the terms and conditions of this Contract. Said approval in no way implies that the Township will be the party responsible for the operation and maintenance of said road at any time. Said approval is merely for the protection of future property owners in the development. The final plat shall not be presented for approval until all improvements have been installed and certified as acceptable or a financial guarantee in a form acceptable to the County and/or Township has been provided securing the installation and construction of all incomplete improvements.

8. TERM OF CONTRACT: This Contract shall become effective on _____ and shall terminate upon satisfactory completion and installation of all improvements required pursuant to this Contract and upon the satisfaction of all the terms and conditions of this Contract by all parties to this Contract.

9. REQUIREMENT OF A WRITING: Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by all parties.

10. Date for Completion of Work: _____ (Not to exceed two years from the date of final plat approval, and shall be incorporated in the financial guarantee).

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

KANDIYOHI COUNTY

County Engineer

Zoning Administrator

DEVELOPER/EXHIBIT A OWNER:

TOWNSHIP

DEVELOPER

Chair, Township Board

Township Board Supervisor

Township Board Supervisor

Drafted By:

Kandiyohi County Environmental Services
Planning & Zoning Administrator 400 SW
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