

ROCHESTER TOWNSHIP
OLMSTED COUNTY, MINNESOTA
DEVELOPER'S AGREEMENT
PAVILION ESTATES

THIS DEVELOPER'S AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 2022 by and between Rochester Township, a Township organized under the laws of the State of Minnesota (the "Township") and International Properties Development, Corporation, a Minnesota Corporation ("Developer").

WHEREAS, the Developer has made applications to the Town Board for approval of a plat of a parcel of land (hereinafter called the "Subdivision") within the limits of the Township to be known as Pavilion Estates and legally described on **EXHIBIT A** attached hereto and with reference drawings on **EXHIBIT C** also attached hereto, and

WHEREAS, Pavilion Estates for a zone change to R-1 (low density), was approved by Township Resolution RTR-1 on October 14, 2021, and shown on **EXHIBIT B** attached hereto,

WHEREAS, the Town Board, by resolution dated _____, _____ has granted preliminary approval of the Subdivision on the condition that the Developer enter into this Agreement.

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

1. General Development Plan. A General Development Plan for the entire "Pavilion Estates" project was approved by the Rochester Town Board on November 10, 2020, consistent with the zone change. The approved General Development Plan contains 10 single family lots shown in **EXHIBIT C**. The approved General Development Plan was a part of the Developer's Voluntary Environmental Worksheet accepted by Rochester Township.
2. Improvements. In compliance with the policies and ordinances of the Township, the following described improvements (hereinafter collectively called the "Improvements") shall be constructed and installed upon the terms and conditions hereinafter contained, all at Developer's expense.

On-Site Private Improvements:

- a. Erosion control, clearing and grubbing, street and site grading, stabilizing, including storm water treatment facilities, ditches and boulevards, topsoil respreading and disturbed area restoration by seeding or sodding. In addition:
 - i. The Developer will form a homeowners association in accordance with Minnesota Law (the "Homeowners Association") and shall pay such fees and costs as may be necessary to record the same against all the Subdivision. The documents creating the Homeowners Association shall be reviewed and approved separate but simultaneously with the execution of this Agreement.
 - ii. The drainage improvements and erosion control devices shall include temporary and permanent on-site sedimentation control, storm water treatment facilities, silt fence, erosion blankets, if necessary, and restoration of all disturbed areas,

all to the satisfaction of the Township Engineer.

- iii. The Developer agrees to grant such public utility and drainage easements as shown on the final plat, or as required by Township in addition to what is shown on the final plat, and to preserve the natural or constructed drainage flows across the Subdivision.
- iv. The site grading and drainage improvements for the project as shown on the grading and construction plans shall be completed within 18 months of Township approval of the grading, erosion control, and runoff plan provided weather permits and continued legal challenges do not extend such completion.
- v. The Developer agrees to grant public easements, as reasonably required by the Township, to the storm water facilities to allow the Township access to these facilities to maintain and repair such facilities should the Homeowners Association fail to properly maintain or repair the storm water facilities. The on-site public drainage easements are located on lots 1-3, Block 1, of Pavilion Estates final plat.
- vi. The Developer shall contract for installations of private storm water systems (the "System") to treat storm water runoff in accordance with the approved plans and specifications prepared by the Developer's Engineer, once the same has been approved by the Township Engineer.
That the Developer shall be responsible for maintenance of these systems until the warranty period described in this Agreement expires and the security described herein shall be maintained. Upon expiration of the specified warranty period, the Homeowners Association shall assume the responsibility for perpetual maintenance of the system in accordance with the approved Maintenance Agreement for the Public Storm Water Facilities. This agreement is included as **EXHIBIT E**.
- vii. Private Rain Gardens: Each lot owner shall be required to construct and maintain a Rain Garden on their lot at the time of the home construction up to 1,000 square feet per lot.

The size of the Rain Garden may vary depending on the amount of impervious surface construction on each lot. The location of the Rain Garden will be shown on the individual lot Grading Plans that will be submitted to the Township with the Building Permit request.
- viii. Well Association documents have been drafted for the Homeowners Association maintenance, repair, and replacement and are hereby referenced as a separate document and for subject to Township approval; and
- ix. Site Sign: A site sign shall be erected by the Developer, maintained, and repaired or replaced by the Homeowners Association at their sole expense. The proposed location of the site sign is show on **Exhibit H**.
- x. The Developer shall be responsible for all costs of construction of the roadway, storm water treatment facilities, erosion control, restoration, clearing and grubbing, site grading.
- xi. Access Gate: The Developer will install an access gate on Pavilion Lane SW at

the junction of the Pavilion Lane SW just north of the terminus of the public cul-de-sac of Boulder Creek Lane SW. The access gate shall become property of the Homeowners Association at the time the Developer transfers ownership to the HOA for the perpetual repair, operations, and maintenance.

- xii. Building Envelopes: The Preliminary Plat identifies the proposed location of the Building Envelopes as designated for placement of each home and attached garage. On the individual lots the location of the Building Envelope may be changed based on the following criteria:
- 1) The maximum square footage of all Building Envelopes is 3500 square feet.
 - 2) The location of the Building Envelope as shown on the Preliminary Plat may be adjusted based on house style selected by the purchaser of the lot; the topography constraints within the envelope as shown on the Preliminary Plat; or to avoid certain species of trees and/or size of trees within the designated envelope.
 - 3) Soil conditions that occur within the pre-designated Building Envelope that will adversely affect the foundation system or cause the foundation system to be cost prohibited.

- b. Private Roadway Easement: The private roadway shall be constructed as shown on the “Construction Plans for Pavilion Estates”, dated March 01, 2022, pages 1-9 inclusive and as detailed on **Exhibit F**.

The private Roadway will be constructed within a 45-foot-wide private road easement as shown on the final plat.

- c. Grading Plan- Individual Lots: It shall be the responsibility of the lot owner or their builder to provide an individual grading plan for their lot and submit the individual grading plan to the TCPA with the request for a building permit.

Off-Site Public Improvements:

- a. The Off-Site Public Improvements shall be to construct Boulder Creek Lane SW from the existing terminus of Boulder Creek Lane SW to the proposed cul-de-sac located adjacent to Lot 1, Block 1, Pavilion Estates as shown on the construction plans and detailed cross-section on **Exhibit F**.
- i. The public road shall be constructed as follows
 - 66’ wide public right of way
 - 24’ wide 4” bituminous Roadway section with 10” crushed aggregate
 - 2-2’ Wide crushed road shoulders
 - Standard ditch section on both sides of the roadway.
 - ii. The work shall include erosion control, clearing and grubbing, street construction, stabilizing, ditches, topsoil respreading, and disturbed area restoration.

iii. It shall be the responsibility of the Developer to pay for all costs necessary to construct the public roadway in accordance with plans dated March 01, 2022, by Developer's Engineer (as defined in Section 8(d) below).

iv. Standard Street name signs, traffic control signs, and pavement markings as required by the Subdivision Ordinance for the Township, or as instructed by the Township Engineer, shall be installed in locations reviewed and approved by the township.

3. Construction Access/Operations. The contractor shall be allowed to use Boulder Creek Lane SW, a public roadway to access the site for mobilization of equipment and materials for construction activity. It will be necessary to use Boulder Creek Lane SW for construction access for the duration of the work in Pavilion Estates. The Contractor shall be responsible to keep the existing Boulder Creek Lane SW free of construction debris on an as needed basis.

4. Private Open Space Requirement. Article IX, Section 9.1 of the Rochester Township Subdivision Ordinance lists the requirement for dedicated additional open space. The Developer proposed and the Town Board has accepted a substitution of the required dedicated common open space with the provision of a 50-foot-wide Wildlife Corridor along the east side of the Development. The total area of open space to be dedicated in the Wildlife Corridor is 3.01 acres which is 10.4% of the total area of Pavilion Estates.

5. Township Maintenance Obligations. The Township agrees to accept the dedicated public extension of Boulder Creek Lane SW and easement as shown on the final plat. However, the Township shall not accept the dedicated roadway for maintenance by the township or taxpayer's expense until such time as thirty (50%) of the houses in the Subdivision are substantially completed and the second lift of paving has been finished on the extension of Boulder Creek Lane SW. At that time, Developer may approach the Town Board and request that the Township take over the public road. The Township will only take over the road by formal resolution at a public meeting. Prior to the Township taking over any roadway or easement, Developer shall remain responsible for the maintenance of the same, and the security posted by the Developer shall secure Developer's performance.

The Township shall not have any obligation for maintenance repair, or replacement of the private road, Pavilion Estates Lane SW.

6. Warranty of Developer. 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 the fee owner.

7. Infrastructure Improvements—On-Site Private Improvements and Off-Site Public Improvements. The Developer will construct and install at the

Developer's expense the following Public On-Site and Off-Site Improvements:

a. Improvements and Escrow Calculation, OFF-Site Public Improvements and ON-site Public Storm Water Facilities:

Description of Improvements	Completion Date from this Agreement	Estimated Cost
i. Grading, Road Construction Erosion Control, for Boulder Creek Lane SW extension and On-Site storm water treatment	<u>\$43,650.00</u>	
v. Total Escrow Deposit Amount (\$43,650 x 1.25)	<u>\$54,652.50</u>	
Total cash fee – payable to township (\$5,000.00 security payment)	<u>\$ 5,000.00</u>	
Bond		<u>\$ 54,562.50</u>
Total Cash Deposit		<u>\$ 5,000.00</u>

- b. All bituminous pavement must be subject to a roll test (proof rolling) acceptable to the Township and its engineers prior to acceptance by the Township, at Developer expense. The roll test shall be scheduled at a mutually agreed-upon time and will only be considered for acceptance if it is held at a time when the Township, by its engineers, has attended, or affirmatively waived attendance in writing. The roll test shall be followed by a written report from Developers engineers along with a request for acceptance by the Township which shall be submitted to the Township engineer for acceptance and approval in that engineer's professional judgment. Should the roll test fail, the Township engineer will advise, in writing, of additional steps or remedies needed to be taken by Developer prior to scheduling a new roll test.
- c. The bituminous pavement for the extension of Boulder Creek Lane SW will be considered for acceptance following its completion over an approved subgrade and base course and repair of any defects in the materials and workmanship which have occurred prior to the project acceptance. Acceptance may be postponed over one winter season if the subgrade or base section has not been approved. The two-year warranty period on the bituminous pavement shall begin upon acceptance.
- d. Construction Plans and Approval thereof. The Developer shall engage at the Developer's expense WSE Massey, Engineering & Surveying, Ltd., a civil engineering firm, registered in the State of Minnesota (Developer's Engineer) to prepare detailed plans and specifications for the complete installation of all On-Site and Off-Site Improvements in accordance with Rochester Township "Road Construction Standards". No Improvements in the Agreement shall deviate from said plans without written consent of the Township or Township Engineer. These plans and specifications shall include preparation of estimates, 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 or test pits, and material tests determined to be necessary by the Developer's Engineer.
- e. Construction Services By The Developer's Engineer. The Developer's Engineer shall perform the following services for all of the Improvements, both On-Site and Off-Site:
- i. provide survey stakes for construction
 - ii. proof roll subgrade and crushed rock base.
 - iii. Material Testing and Report.
 - iv. Construction Inspection
 - v. Submit copies of test reports to Township Engineer.
 - vi. Certify that all construction was done in accordance with approved plans and specifications, and more
 - vii. Furnish permanent reproducible "as-builts" of the construction plans including all benchmark elevations and easements required by the Board.
 - viii. Construction Services to Be Performed By The Township & Payment
Therefore: The Township will perform the following services with respect to Off-Site Improvements and On-Site Public Storm Water Facilities:
 - ix. Review and approve the work of the Developer, Developer's Engineer, and Contractors for the extension of Boulder Creek Lane SW and On-Site public Storm Water Facilities. The Township shall 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 the final job inspections.
 - x. The Township will perform or cause the construction of the traffic signage.
 - xi. The Developer or Developer's Consultant will arrange for a preconstruction conference at the Rochester Town hall or at the office of the Town Engineer. Town Maintenance Supervisor, the Developer (not Developer's representative) Developer's Engineer, Developer's Contractor, and any other parties the Town Board may deem necessary.
- f. Construction of On-Site Improvements- Private Road. 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 Rochester Township "Road Construction Standards" for private roads and incorporated herein by reference. The Developer's Contractor shall furnish the Town Engineer a schedule of proposed operations at least three (3) days prior to commencement of any construction work.
- g. Construction of Off-Site Improvements. The construction, installation, materials, and equipment shall be in accordance with the plans and specifications approved by the Township. The Developer's Contractor shall furnish the Town Engineer a schedule of proposed operations at least three (3) days prior to commencement of

any construction work.

- h. Payments. The Township shall present all engineering, inspection, meeting, attorney, and any other costs associated with the development to the Developer. The Developer shall pay those costs within (15) fifteen days of receipt of said cost. If the developer has not paid said costs within (15) fifteen days, the Town Clerk shall pay the costs from the \$5,000.00 escrow account and request the developer provide the necessary funds to bring the escrow account back up to the required \$5,000.00 balance. The Township retains the right to withhold building permits within the development if the balance falls below \$5,000.00 for a period of 30 days or at the discretion of the board, call the security described in 18a.
- i. Developer agrees and covenants the following with regard to preservation of existing trees and foliage.
 - 1) Preserve all tree cover within the dedicated Wildlife Corridor except for dead or diseased trees.
 - 2) Preserve all trees between the west side of the private road easement to the West property line of Pavilion Estates outside the grading limits necessary to construct the private roads.
 - 3) No disturbance of tree cover within the Shoreland District limit as shown on the Preliminary Plat of Pavilion Estates. The Shoreland District includes the limits of the Bluffland limits area and the mapped Floodplain limits.

- 8. Roadway Improvements and Dedication. The Developer agrees to construct the public roadway, Boulder Creek Lane SW, to the Subdivision in accordance with the design standards of Article V in the "Subdivision Design Standards" set forth in the Subdivision Ordinance for Rochester Township dated July 11, 2003.

The Developer does hereby confirm that it has dedicated through the platting process a public 66-foot-wide right of way and cul-de-sac with a 60-foot radius, for Boulder Creek Lane SW extension as shown on the plat for roadway purposes in **EXHIBIT D** of this Agreement.

- 9. Public Infrastructure Improvements—Off-Site. The Developer is required to pay for the construction of the extension of Boulder Creek Lane SW. Failure to comply with the permit issued by the Township, or breach of any agreement between Developer and Township by Developer shall also be a breach of this Agreement.
- 10. Use of Explosives/Blasting. Blasting will not be permitted without specific authority of the Township, and then only under such restrictions as may be required by the proper authorities, and only when the Developers and/or their Contractor has adequate blasting insurance in force and on file with the Township. The Developer shall assume all responsibility for all damage to persons or property caused by the blasting operations. It shall be the responsibility of the Developer to provide a video tape to the Township prior to blasting of all structures and existing improvements including homes within the area of development that may experience effects of blasting. Blasting operations shall be controlled to produce a shattering effect on the rock that will not throw the material out of the excavation area. The "coyote" method of blasting will not be permitted. The Developer/Contractor shall use the utmost care so as not to endanger life or property or disturb material outside the boundary of the development. All blasting within the development shall take

place prior to the construction or installation of any structures, piping, or other improvements to infrastructure are completed. Ledge rock, boulders, and larger stones shall be removed to provide a clearance of at least six (6) inches below and nine (9) inches on each side of all pipes, valves, fittings, and structures. All explosives shall be stored in a secure manner in compliance with all laws and ordinances and all storage places shall be clearly marked. Storage shall be provided satisfactory to the Township and in general not closer than 1,000 feet from the road or from any building or place of human occupancy. The Developer shall notify each utility company having structures in proximity to the site of the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. The Developer shall provide to the Township written proof that each utility in the area has been informed of his intent and that they have taken necessary precautions to protect their facilities. This includes both the natural gas and petroleum pipeline companies with pipelines located within the area of the development. The Developer is advised of the potential hazard of premature explosion of electric blasting caps due to propagation of radio frequency energy by transmitters of radio and related services such as television and radar. Operators of short-wave transmitters within range of the blasting operations shall be given warning by the Developer, along with any other precautions considered necessary.

11. Permits. The Developer shall be responsible for securing all necessary approval and permits from all appropriate Federal, State, Regional and Local jurisdictions, including water wells, in a timely manner and to pay all permit fees to the appropriate agencies prior to the commencement of the site grading or construction.
12. Utilities. The Developer shall make provisions that all gas, telephone, electric, fiber, water and sewer utilities shall be installed to serve the development, if available.
13. Property Irons, and Survey Monuments. All property irons and survey monuments shall be in place and to grade at the time of final acceptance of the above On-Site Improvements by the Township.
14. Construction Observation. All of the work shall be under and subject to the review of the Town Board, Town Engineer, and Developer's Engineer where appropriate and any other governmental agency having jurisdiction over the work.
15. Easements. The Developer shall make available to the Township, and consents to the use of, at no cost to the Township, all of the permanent or temporary easements necessary for the installation of the On-Site and Off-Site Improvements, as determined by the Town Board. All easements requested by the Township that are not dedicated through platting shall be in writing in recordable form. All easements, including utility and drainage easements, shall be noted on the final "as-built" plans and all permanent drainage and utility easements shall be shown on the final plat.
16. Insurance. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Township has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims of property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. The limits for bodily injury and death shall be not less the Township's statutory limits for exposure unless the Township consents to a lower amount. The Township and Township Engineer shall be named as additional insureds on the policy, and the Developer shall file with the Township a Certificate of Insurance evidencing coverage prior to the Township signing the final plat. The Certificate shall provide that the Township must be given thirty (30) days advance written notice of the cancellation of the insurance.
17. 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 On-Site Private Improvements, and all-Site Public Improvements, and hereby guarantees the workmanship and materials for the specified periods following the Township acceptance of the Off-Site Improvements. To secure performance hereunder and prior to the commencement of construction, the Developer shall provide the following securities to the Township and shall maintain the same through the warranty period:

- a. Furnish security to the Township in the form of cash or an irrevocable bank letter of credit, or, if accepted by the Town Board, bonds, in the amount of 1.25 times the total cost of On-Site Improvements and Off-site Public improvements as listed Section 8a. The on-site improvements are the public stormwater facilities and the Off-Site is the extension of Boulder Creek Lane SW.
- b. Security amounts are subject to review and adjustment annually by the Town Board in order to maintain 1.25 times the estimated cost of the 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.

18. Construction Activity Schedule. After receiving preliminary plat approval, the Developer may begin the site grading. The Developer must receive Town Board approval and deposit with the Township the required escrow deposit for the site grading and as shown in this Agreement, including any engineering and administrative fees prior to any construction activity. No Construction activity beyond the initial site grading and sewer system construction will be allowed prior to entering into the Development Agreement. No construction or grading may begin until Township engineer has permitted the same, in writing.

19. Storm sewer system construction will be allowed prior to entering into the Developer's Agreement. No construction or grading may begin until the Township Engineer has permitted the same, in writing.

a. Anticipated Schedule of Improvements. The Developer anticipates starting construction in 2022 with final approval of the grading and erosion control plan and obtaining all applicable public permits.

The construction of the bituminous surfacing shall be staged for each phase such that the bituminous base course will be placed with the initial construction and the bituminous wearing course and the acceptance of the road by the Township shall be in accordance with the adopted Zoning Code and Subdivision Ordinance at the time of the approval of the project.

b. Estimated Schedule:

- i. **2022 Construction - On-Site Improvements- Private Road**
 - Road subgrade, culverts, ditches, storm water management facilities and seeding/stabilization
 - Water service lines
 - Placement of all aggregate base
 - Bituminous Base Course
 - Water Wells
- ii. **2022 Construction – Off-Site Improvements- Public Road**

- Road subgrade, ditches, and seeding/stabilization
- Bituminous Base Course

iii. 2023 Construction – On-Site and Off-Site Public Improvements

- Bituminous – Wear Course and shouldering

20. 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 Township will notify the Developer in writing of said violations or breaches and shall upon demand by the Developer received in writing within 10 days of receipt of said notice, conduct a hearing before the Town Board to inquire into the reasons for such defaults or breaches. Said hearing may be cancelled upon compliance by Developer with all items specified to Township’s notice. If after the hearing by 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 agent 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 Developers security and escrow and any accrued interest shall be used for all cost incurred by the Township 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. Developer is required to reimburse the Township for all fees and costs that the Township may incur associated with the development, the negotiation of this Agreement, enforcement of this Agreement, inspection, engineering, special meetings, and any other expenses that the Township may incur directly as a result of the proposed development of the proposed plat including but not limited to: attorneys’ fees, engineering fees, special meeting fees and inspector fees, as well as costs associated with any of the foregoing, such as photocopies, mileage, etc. The Township may access the escrow security set forth in Section 18 hereof, then the Developer must provide additional escrow funds as necessary to stay in compliance with requirements of Section 18. Further, in the event the security is scheduled to expire, and new or renewed security acceptable to the Town Board and in compliance herewith is not provided within 30 days prior to such scheduled expiration, the same shall be a default hereunder entitling the Town Board to access up to all of the security, to hold and use in accordance herewith.
21. 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 Town Board of all said public work included within the On-Site Private Improvements and Off-Site Public Improvements. It is further agreed between the Developer and the Township that, in the event that such roads are not maintained in a safe and passable condition, as determined by the Town Board, that the Township shall have the right to perform such work, and in the event the Developer shall reimburse the Township for all costs incurred in the maintenance thereof and the Township maintains roads pursuant to this paragraph, and prior to formal approval, the Developer agrees that such maintenance shall not constitute a formal takeover or acceptance of the road but rather constitutes a maintenance activity pursuant to this Agreement.
22. Release of Security. After completion by the Developer and acceptance by the Township of the On-Site Public Improvements and Off-Site Public Improvements and upon request by the Developer, escrow security amounts proportional to the amount of the work completed by taking the actual construction cost of the accepted On-Site Public Improvements and Off-Site Public Improvements times 1.25; with the maximum amount released being limited to 75 percent of the

total escrow amount. The remaining 25 percent of the On-Site Public Improvements and Off-Site Public Improvements escrow deposit amount shall be retained by the Township for the specified warranty period. The escrow deposit is retained 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 completion of any such repairs or the expiration of the warranty period, whichever occurs last, all funds held by the Township with any unpaid accrued interest thereon shall be returned to the Developer. The Developer shall fully and faithfully discharge the Developer's obligations with respect to the On-Site Public Improvements and Off-Site Public Improvements and all persons doing work or furnishing skills, tools, machinery, materials, insurance premiums, equipment or supplies in connection with the construction and installation of On-Site Public improvements and Off-Site Public Improvements and shall furnish the Township with evidence, as requested by the Township, that Contractors and material suppliers have been paid therefore prior to release of securities.

23. Final Plat. The final plat mylars and hardshells will be signed by the appropriate Township officers once approved by the Town Board. The Developer shall present the mylars and hardshells to the Town Board after getting all other necessary signatures except the Olmsted County Board and Recorder. The Township shall present the plat to the Olmsted County Board and County Recorder for final approval. All recording fees for the plat and all supporting documents shall be the responsibility of the Developer.

24. 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 and shall be deemed covenants running with the land. References herein to Developer, if there be more than one, shall mean each and all of them. This Agreement, at the option of the Township, 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 thereafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail as set forth herein.

If to Developer: Aderonke Mordi
 International Properties Development Corporation, a Minnesota Corporation
 3900 Fairway Place NW
 Rochester MN, 55902

With a copy to: Daniel Heuel
 O'Brien Wolf Law Firm,
 L.L.P
 45 28th St SE
 Rochester MN 55904

If to the Township: Rochester Township
 4111 11th Avenue SW
 Rochester, Minnesota 55902

With a copy to: GDO Law
Peter Tiede Esq.
4770 White Bear Pkwy
White Bear Lake, MN 55110

- 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.
25. Indemnity. 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 Agreement 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 agreement between parties. The Developer's obligations, covenants, and liabilities under this Agreement are not limited by the value of the financial security required by the Town Board. Developer and Township shall execute the Hazardous Waste Indemnity Agreement attached hereto as **EXHIBIT G.**
26. Warranty. 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 its completion and acceptance by the Township.

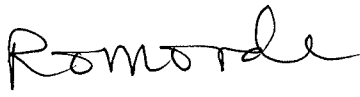
IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above written.

Township:
ROCHESTER TOWNSHIP, an Olmsted
County, Minnesota township

By _____

Jeffrey Orth, Chairman

Developer:
International Properties Development
Corporation
a Minnesota Corporation

By 

Aderonke Mordi, President

STATE OF MINNESOTA)

STATE OF MINNESOTA)

) SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this ___ day of ____, 2022, by Jeffrey Orth, the Township Chairman of the Township of Rochester, Olmsted County, Minnesota Township, on behalf of said township.

Notary Public

STATE OF MINNESOTA)

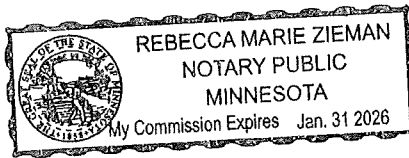
) SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 9th day of SEP., 2022, by Aderonke Mordi, President of International Properties Development Corporation, a Minnesota corporation, on behalf of said corporation.



Notary Public



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EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY THAT IS SUBJECT TO THE TERMS
AND CONDITIONS OF THIS AGREEMENT.**

“PAVILION ESTATES”- General Development Plan

THE EAST 30 ACRES OF THE WEST 60 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 106 NORTH, RANGE 14 WEST, OLMSTED COUNTY, MINNESOTA.

EXHIBIT B
ZONE CHANGE RESOLUTION



Doc No. A- 1555112
OFFICE OF COUNTY RECORDER
OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office
for record on -December 20, 2021 11:06 AM
W. MARK KRUPSKI - Co. Recorder by deputy: ms
Well Certificate: _____ Abstract: _____ Fee: \$46.00

TCPA
4111 - 11TH AVENUE SW, RM 10
ROCHESTER, MN 55902

*pt NE-SW
pt SE-SW } 12-10-11
44.06. 31.64/1248*

ROCHESTER TOWNSHIP
ZONE CHANGE RESOLUTION NUMBER R21-11-01

Amendment to Section 1.16 of the Rochester Township Zoning Ordinance
Rochester Township Zoning Map

WHEREAS, an application for a General Development Plan (GDP) and a Zone Change for 28.97 acres has been submitted by International Properties LLC for a parcel of property owned by Steven Connely. The property is currently zoned A-3 Agricultural District, and the requested zoning is R-1 Low Density Residential District and is described as:

See attached "Certificate of Survey"

WHEREAS, the property was located within the "Urban Service Area" on the Olmsted County Land Use Plan Map and in order to develop the property in the Township it needed to be moved to "Suburban" on said map; and,

WHEREAS, Olmsted County uses a two phase land use plan amendment process. During the second phase of the process a citizen's petition was filed with the Minnesota Environmental Quality Board requesting an Environmental Assessment Worksheet (EAW) be completed. On April 6, 2021, Rochester Township was notified by the Environmental Quality Board that it had been determined by the Board that Rochester Township was the appropriate governmental unit to determine the need for an EAW; and,

WHEREAS, on May 13, 2021, Rochester Township adopted Resolution Number 2021-05-01 determining a discretionary EAW was warranted; and,

WHEREAS, on May 18, 2021, the Olmsted County Board approved #02021-001 Land Use Plan Amendment and 022021-001 General Development Plan applications which allowed the Township to move forward with the EAW process; and,

*2 of 2
TS
12/20/21*

WHEREAS, the EAW comment period ended on August 26, 2021, Township Staff and the developer's representatives updated the EAW, answered comments and provided the Town Board with a report regarding the EAW; and,

WHEREAS, the Township adopted Resolution 2021-09-01 determining that no further environmental review was necessary; and,

WHEREAS, the applicants are asking the Rochester Town Board of the County of Olmsted, State of Minnesota, for a zone change per Article IV of the Rochester Township Zoning Ordinance; and,

WHEREAS, the Zoning Administrator reviewed said request and submitted a report to the Rochester Township Planning Commission concerning the general development plan and zone change; and,

WHEREAS, a public hearing on the proposed general development plan and zone change was duly noticed and held by the Rochester Township Planning Commission at the Rochester Township Hall, 4111 11th Avenue SW, Rochester, MN on Monday, October 11, 2021, at which time all interested persons were given the opportunity to be heard; and,

WHEREAS, the Rochester Township Planning Commission held a discussion and allowed public input on said zone change request, reviewed staff findings and in a unanimous decision, recommended approval of the zone change to the Rochester Town Board; and,

WHEREAS, the Rochester Township Planning Commission then held a discussion and allowed public input on said general development plan, and in a 3 to 2 vote, recommended denial of the general development plan based on the fact that it did not meet one of the goals of the Rochester Township Land Use Plan by not having an average density exceeding one dwelling per 3.5 acres; and,

WHEREAS, the request was placed on the Town Board agenda at their regular scheduled Town Board Meeting on October 14, 2021.

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDAINED by the Rochester Town Board as follows:

Findings

Section 4.00 H Amendment Findings (ordinance is in regular text, staff finding in italics)

1. The proposal is consistent with the policies of the General Land Use Plan;

Olmsted County uses a "Comprehensive Land Use Evaluation System" (CLUES) Model as a guide to identify and evaluate land within the County for suburban development. Page 62 of the 3/25/2014 Olmsted County General Land Use Plan defines how suburban subdivision areas are scored: "Site amenities are modeled as a function of proximity to water bodies, varied terrain, and wooded vegetation, and separation from obnoxious influences such as feedlots and junkyards. The energy and fiscal impact of development is a function of the density of existing rural and suburban development and the proximity to major employment centers."

This area has been designated as "Suburban" on the Olmsted County Land Use Plan Map and as "Annexation Area" on the Rochester Township Land Use Plan Map. Since the County Board approved removing it from the City of Rochester's "Urban Service Area," at the Town Board's request, it would be assumed the designation has changed on the Township's Land Use Plan from Annexation to Potential Suburban Development.

2. the amendment is in the public interest;

Suburban subdivisions are in this area now and the County has determined this area to be suitable for future suburban development. Roadways and transportation systems for the area have already been developed.

3. the proposed development is timely based on surrounding land uses, proximity to development and the availability and adequacy of infrastructure;

There are no large agricultural investments in the area. Tracts of land to the west are twenty acres in size or less.

4. the proposal permits land uses within the proposed district that are appropriate on the property and compatible with adjacent uses and the neighborhood.

The R-1 Low Density Residential District allows for single family residential development similar to the land uses to the east of the proposed development. Urban development in areas of steep wooded terrain disturb the soil and cause erosion much more so than Suburban Development. It has been found that a grain of soil within an urban development will be moved seven times before the actual construction of the dwelling whereas many large lot developments only disturb a small portion of the lot for a dwelling. Steep terrain and wooded areas make the area ideal for large lot development.

5. the proposal does not result in spot zoning;

Adjacent areas have already been developed into residential lots.

6. The proposal is consistent with a GDP for the area if one exists.

A GDP has been provided.

Motion by Jeff Orth to approve the zone change. Brian Zmolek seconded the motion. All voted in favor, motion passed.

Passed and adopted by the Rochester Township Board this 11th day of October 2021.

Brian Zmolek moved to table the general development plan until the November meeting to allow him to meet with the developers engineering firm to consider alternative development plans. Jamie Neisen seconded. All voted in favor of the motion; and,

WHEREAS, the Pavilion Estates General Development Plan was removed from the table at the regular meeting of the Rochester Township Board on November 10, 2021. Brian Zmolek reported that he, Matt Kitzmann and Roger Ihrke had met with Bill Tointon and other staff members of WSE Engineering. Mr. Zmolek reported that after looking at other development options, in his opinion the current plan was the most optimal. Brian Zmolek moved to approve the general development plan with the updated staff findings. Brian Mueller seconded. All voted in favor of the motion.

Findings in support of Pavilion Estates General Development Plan

Ordinance in regular type, staff findings in *italic*

5. The following physical and planning factors should be addressed in a General Development Plan:

- a. existing and proposed land uses, densities, and general lot sizes and location;

Provided are property size, current zoning of properties except the current zoning of the proposed development parcel which is A-3 Agricultural District, proposed density, lot sizes, lot lines, proposed private roadway and connection to the Township's public roadway system. Connection to the undeveloped parcels to the west would need to be accessed from the same connection this development is using or from 60th Street SW.

This criterion is met.

- b. transportation and other infrastructure systems internal to the planning area including the street pattern and connections to the external street network and shared water supply and sewage treatment systems;

Transportation and other infrastructure systems

Because of the Decorah edge features and floodplain on this property and the adjoining Lilly Development, a connection to the east is unlikely. Development to the west would be difficult because access to 60th Ave SW (Proposed to become a 4-lane divided highway) will be limited. Development of a portion of the lands to the west could come off the same access as this proposal (an extension of Boulder Creek Lane SW)

The roadway as proposed would go near the property line on the west side in some areas. The width of the roadway has been reduced to 45 feet from the normal public roadway size of 66 feet and the cul-de-sac has been reduced to 90 feet from the normal size of 120 feet. These reductions meet the private roadway standards in the Ordinance. A road ditch and culvert system along the east side of the roadway is incorporated into the plan to handle water runoff from the roadway and any water coming from the west. A drainage easement is shown on the plan on lots 9 and 10.

During the preliminary platting process additional drainage easements may be incorporated into the plan. The additional drainage easements will be identified as more in-depth engineering is completed.

This criterion is met.

Water supply and sewage treatment system

The applicant is proposing 2 shared wells and 10 individual sewage treatment systems. During the preliminary platting process more information as to the location of the septic sites and wells would be provided. Normally a GDP only indicates the types of systems they are proposing to use.

This criterion is met.

- c. the surface water drainage systems;

When discussing the development with the applicant's representative we discussed how stormwater would be handled. Drainage is handled as with a normal township road within a road ditch system. Incorporated into the construction of the roadway will be a ditch on the east side of the roadway between the travel surface and the utility easement. Water flowing from the west will be allowed to continue through the roadway via a series of culverts and into the eastern ditch system. From the ditch system water would then be taken through drainage easements into a stormwater basin on one or more of the lots. Most of the lots will utilize individual rain gardens to handle stormwater on the individual lots. As stated in item "b." above, these systems will be developed and identified during the preliminary platting process. The Township Engineer will review these proposals and have approval authority.

This criterion is met.

- d. the open space system that may include natural resource lands (unique habitat, outdoor recreation space, wooded areas, significant visual resource areas), and sensitive lands (shorelands, wetlands, flood plain, steep slopes, sinkhole concentrations and other features dependent on the site);

This plan does not provide any open space. As noted below a dedication of 1.5 percent as of developable area as open space is required by Ordinance. In this instance it would amount to .44 acres. The applicant is proposing a 50-foot-wide wildlife corridor along the eastern edge of the property. A wildlife corridor usually remains undisturbed and is restricted as to its use.

Wildlife corridors have been used in several other development in both Rochester Township and Olmsted County.

ARTICLE IX DEDICATIONS AND RESERVATIONS

Section 9.0. REQUIREMENT FOR OPEN SPACE

Where deemed appropriate by the Commission, additional open space suitably located and of adequate size for parks, playgrounds, or other recreational activities for local or neighborhood use, shall be provided for in the proposed subdivision.

Section 9.1. OPEN SPACE

All developments exceeding twenty (20) acres, shall provide a minimum of 1.5% of the gross development area in a single contiguous area with permanent dedication for common open space. This space shall not include development septic set aside area. The open space area shall be covered by a homeowner's association agreement. One-third of the open space must be of a buildable quality. Open spaces exceeding 2 acres may be non-contiguous. Open space shall reflect the site-specific natural characteristics.

Section 9.2. PARKS AND PUBLIC USE SITES

When a park or other public use site shown in the Comprehensive Development Plan or Official Map of Olmsted County or Rochester Township lies wholly or partly within the boundaries of the proposed subdivision, and such park or other public use site is not dedicated for public use to Rochester Township or Olmsted County, the Commission may recommend that the area be reserved for acquisition by Rochester Township for a period of one and one-half (1 1/2 years). The Town board shall endorse this reservation by indicating a desire to purchase said site or sites at the time of platting

No open space is shown on the GDP. Clarification should be made, and this item discussed by the Commission during the hearing process, to determine what types of open space requirements there shall be. Developers have requested a variance to this provision in the past but to date, Rochester Township has not granted a variance to this requirement. In this instance, the required open space would calculate to be approximately .44 acres.

The Township's Planning Commission meeting minutes do not reflect any stance on substituting the wildlife corridor for open space.

The Township has accepted other means for open space rather than actual deeded land. In Mayowood Estates the open space requirement was waived by the Township in exchange for widening the paved portion of the roadway.

Although the wildlife corridor will not be owned by the homeowner's association, neither is the additional pavement in Mayowood Estates.

The wildlife corridor does reflect the natural characteristics of the site and restrictions on the corridor should be in the form of deed restrictions which will provide for future assurance that it will remain a wildlife corridor. Homeowner's Associations can change their rules or in many cases dissolve from inactivity. If wildlife corridor restrictions are made a

part of the homeowner's association, they could become ineffective if the HOA rules change or the HOA dissolves.

The Olmsted County Land Use plan suggests the use of wildlife corridors within developments.

Staff believes that the wildlife corridor if added as a deed restriction satisfies the open space requirements of the ordinance.

e. the schedule for development of infrastructure.

Applicant proposes to do the development in a single phase.

This criterion is met.

6. In the review of a General Development Plan, the Commission and the Town Board shall make findings indicating that:

- a. proposed land uses are in accordance with the Olmsted County General Land Use Plan, any Rochester Township Land Use Plan, and Rochester Township Zoning Map;

This parcel has gone through the process of two land use plan amendments at the County level, changing it from "Urban Reserve" to "Potential Suburban" and then from "Potential Suburban" to "Suburban."

Rochester Township initiated the request to change from "Urban Reserve" to "Potential Suburban" the board supported allowing the property to be moved from "Urban" to "Suburban" and approved the zone change from A-3 Agricultural District to R-1 Low Density Residential District.

The Township Planning Commission spent extensive time on the density issue wanting direction from the Board on the average density in the Township Land Use Plan being a goal of one dwelling per 3.5 acres. Most of the Commission members are new and have not gone through this process before. They struggled with the issue of one of the goals of the plan being one dwelling per 3.5 acres and the ordinance requiring a lot of no less than 2 acres. This was explained to the Commission and the Commission Chair came to the Board meeting on October 14, 2021, for clarification. The past practice of both Rochester Township and Olmsted County was to use the 3.5-acre density as a running average throughout the County.

Staff discussed this with the County Staff, and they are planning on removing that from the land use plan update.

This topic has been presented to the Board several times in the past and their stance has been that if the development meets the 2-acre standard that is what they would enforce since the plan is a guide and not an ordinance.

By action this criterion is met.

- b. the street pattern is appropriate to serve properties under consideration;

The proposal is for 10 single family lots on a proposed private roadway system that ends in a cul-de-sac.

Since the private drive is an easement, it is calculated into the lot sizes. The applicant's representative indicated the roadway would be approximately 1,475 feet in length. Once you add the access easement of approximately 173 feet, and Boulder Creek Lane SW of approximately 1,263 feet, you have a dead-end roadway of 2,911 feet. However, the ordinance limits the length of a dead-end road to no more than 1,500 feet in length. The Township has granted platting variances to dead-end road length in the past. An example would be the 8th Street extension into Lilly Farm 3rd which is over 3,600 feet. Mayo Woodlands at the River is over 9,400 feet and, prior to the Maywood Estates extension to Bamber Valley Road SW, it was over 15,250 feet.

If the plan is approved as presented a variance to the length of a dead-end roadway which exceeds 1,500 feet may need to be granted. As indicated above variances have been granted to this several times within the Township. Millie Meadows Second is another recent development which was granted the same type of variance.

The idea behind this criterion is to limit the number of dwellings living on a dead-end road. This development is ten lots which, if dwellings could be placed on both sides of the roadway, would be half the length. Additionally, it is a private drive so no additional dwellings can be added to it.

The variance is actually granted during the preliminary platting process. This is brought up in the criteria so that the development is

thought through. The developer was asked by the Board to review the plan, which has been done. In the developer's attached letter, you will find that after review, moving or shortening the roadway would create other design standards such as slopes, grades and curves which would be even more difficult to overcome.

Rochester Township in its zoning ordinance needs to be as restrictive, or more restrictive than Olmsted County by Statute. The general development plan was approved by the Olmsted County Board as a part of the land use plan amendments. The County did not comment on the length of the roadway.

Staff supports the general development plan as it stands.

- c. the proposal makes provision for planned capital improvements and streets based on the Olmsted County Capital Improvement Plan and Olmsted County Thoroughfare Plan;

Access to this subdivision would be through the Township roadway system with eventual connection to the County system onto 60th Ave SW or Salem Road SW. This would meet this criterion since it does not access any of Olmsted County's roads directly.

- d. the proposal makes adequate provision for surface water drainage, soil erosion control, water supply and sewage treatment, consistent with State Statute and rule and County or Township ordinance;

The exhibit shows wastewater treatment sites and water supply locations. A grading plan will have to be submitted and approved prior to construction of the road. As with other developments in Rochester Township, individual lot grading plans should be required to be provided by for each individual lot prior to a dwelling being constructed.

Based on the conclusions drawn from the Environmental Assessment Worksheet, regulations should also be established during the platting process to reduce the amount of tree cover being removed. Sizes of dwelling footprint, actual lawn size, rain gardens including types of plantings, and cover removal from the primary septic sites should become a permanent part of the development plan.

Along with the in-place ordinance requirements, this criterion is met.

- e. the lot, block and street layout are consistent with General Land Use Plan use, development and resource management policy, and subdivision design principles;

The lot, block and street layout are consistent with the general development and resource management policy and subdivision design principals.

Thus, this criterion could be met.

- f. unique natural resource features and sensitive areas are protected through the open space provisions and appropriate lot layout;

The plan shows the bluffland setback on lots 9 and 10 (pink area). Any development on those lots must be south of the setback area.

The plan also shows the shoreland setback (dotted blue line) on which no structures may be located.

The applicant is providing a 50-foot environmental corridor along the eastern edge of the property. They have indicated that they would like to have this substitute for the open space requirement.

The Great Blue Heron rookery was a topic of discussion and initiated the EAW. The Town Board felt that the portion of the rookery located on this parcel could be protected using the criteria outlined in the EAW findings including Migratory Bird Act thus a negative declaration on any further environmental review.

Open space and protection of natural features is accomplished through the wildlife corridor.

Thus, this criterion is met.

- g. development will occur in an orderly fashion;

Single phase development so there should be no phases. Building permits will not be granted until the roadway is completed.

Thus, this criterion would be met.

- g. connecting roads are adequate to handle projected traffic, or provision has been made to correct deficiencies.

Boulder Creek Lane SW starts at its intersection with Weatherhill Road SW, goes north about 300 feet and then intersects with Boulder Creek Drive SW. Both Weatherhill Road SW and Boulder Creek Drive SW provide access to 60th Ave SW. East Weatherhill Road SW provides access to Salem Road SW to the south. All these roads, except 60th Ave SW, are Township roads. This development would not impact the roadway system enough to require upgrades to these roads.

The proposed private roadway would be paved.

Thus, this criterion is met.

General Development Plan Conclusion:

Rochester Township works in conjunction with Olmsted County on land use decisions. Olmsted County Resolution 21-126 changed the designation of this area from "Potential Suburban" to "Suburban."


Upon consideration of comments during the EAW process the applicant made changes to the general development plan reducing the amount of tree cover being removed for the development to proceed.

The applicant has also provided a detailed wetland and Decorah edge report which was included as part of the EAW process which supports why the property should be developed as a rural subdivision rather than an urban development. This is valuable information to have, especially when siting the homes. It may be an appropriate discussion to suggest that the Developer create building envelopes which would require lot owners to construct the dwelling within that envelope to help protect the environmental features of this development. Another suggestion may be to create a larger environmental corridor along the eastern boundary of the property as open space.

Conclusion:

Section 1.16 of the Rochester Township Zoning Ordinance and the Rochester Township Zoning Maps are hereby amended, designating the above described 28.97 acres of property to R-1 Low Density Residential District.

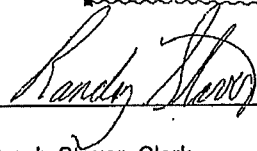
Passed and adopted by the Rochester Township Board this 10th day of November 2021.



Matt Kitzmann, Chair

Attest:





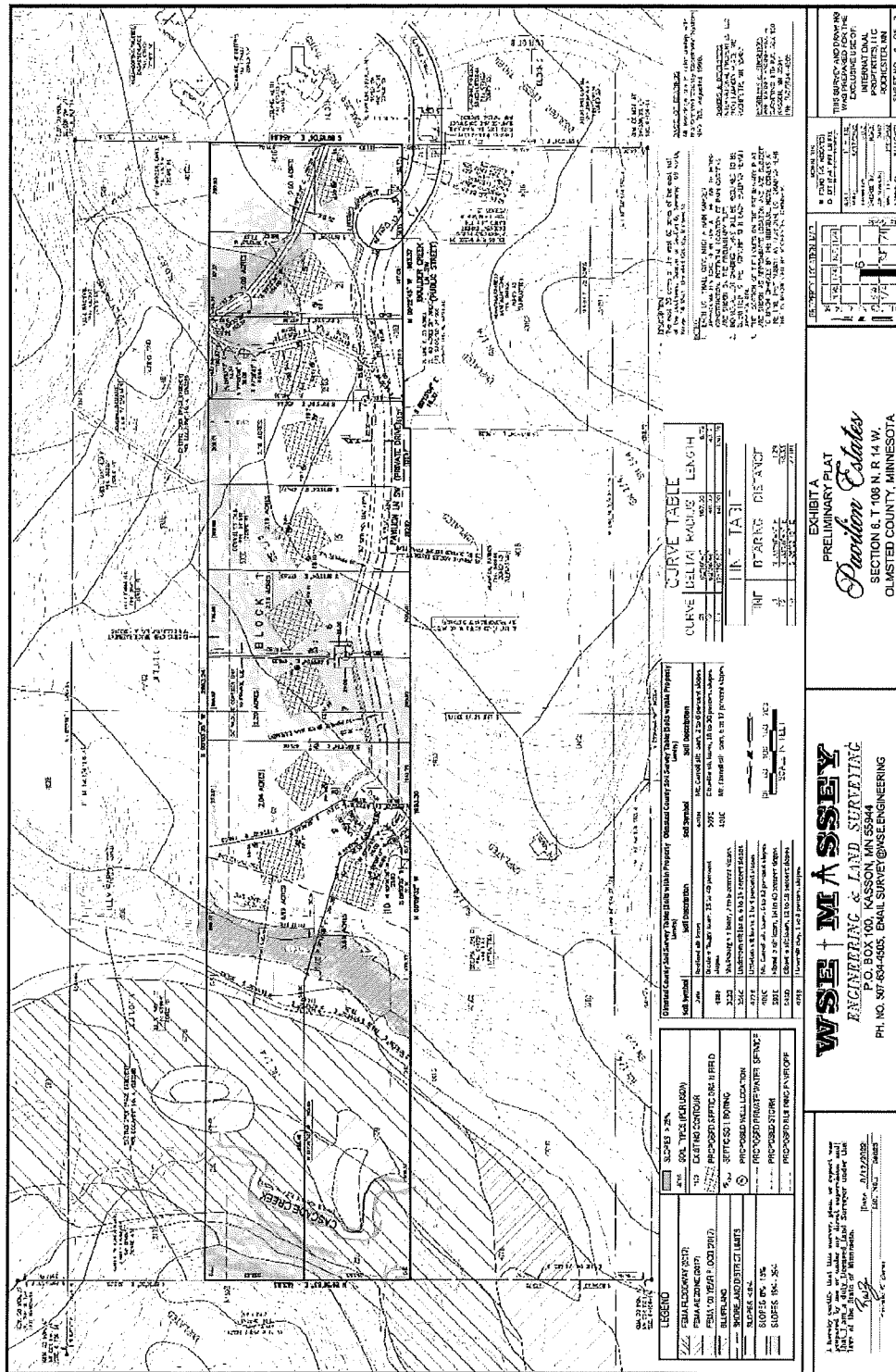
Randy Staver, Clerk

Distribution:
County Planning
County Assessor
County Law Library
Township Clerk
Zoning Administrator
Applicant
Property Owner

Drafted by and return to:
TCPA
4111 11th Ave SW, Room 10
Rochester, MN 55902

EXHIBIT D

REFERENCE DRAWING OF THE PAVILION ESTATES PRELIMINARY PLAT



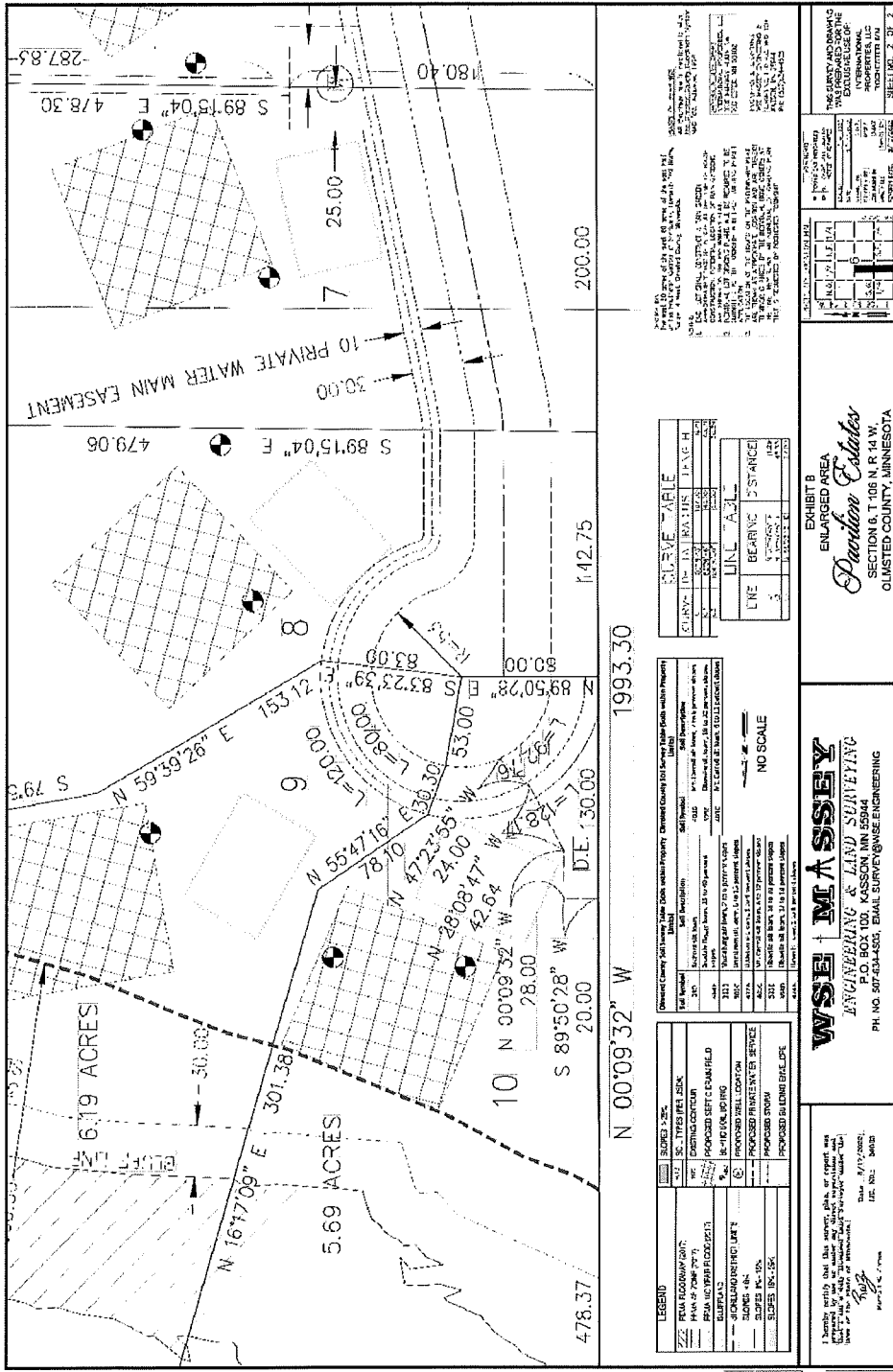
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8	100.00'	100.00'	157.08'
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W&S + M&S
ENGINEERING & LAND SURVEYING
 P.O. BOX 100, KASSON MN 55944
 PH. NO. 507-694-4505, EMAIL SURVEY@W&S-ENGINEERING

EXHIBIT A
PRELIMINARY PLAT
Pavilion Estates
 SECTION 8, T.108 N. R.14 W.
 OLUSTED COUNTY, MINNESOTA

SHEET NO. 1 OF 2
 THIS SURVEY AND DRAWING IS THE PROPERTY OF W&S + M&S ENGINEERING & LAND SURVEYING. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF W&S + M&S ENGINEERING & LAND SURVEYING.



THIS SURVEY AND PLAT WAS PREPARED FOR THE PROPERTY OF THE PROPERTY OWNERS LISTED HEREON. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY NOR HAS HE BEEN ADVISED BY ANY PARTY THAT THERE ARE ANY ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS AFFECTING THE PROPERTY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED AREA AND HAS FOUND NO ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS AFFECTING THE PROPERTY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED AREA AND HAS FOUND NO ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS AFFECTING THE PROPERTY.

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EXHIBIT B
ENLARGED AREA
Pavilion Estates
SECTION 6, T.106 N. R. 14 W.
OLMSTED COUNTY, MINNESOTA

WS&L M&SISEY
ENGINEERING & LAND SURVEYING
P.O. BOX 1001, CAISSON MN 55944
PH. NO. 507-434-4551, EMAIL SURVEY@WS&LSEY.COM

EXHIBIT E

MAINTENANCE AGREEMENT FOR PRIVATE STORM WATER FACILITIES

International Properties Development Corporation, a Minnesota corporation, hereinafter referred to as the “DECLARANT”, does hereby make this DECLARATION:

1. The DECLARANT is the owner of real property in Rochester Township, Olmsted County, Minnesota, described as:

THE EAST 30 ACRES OF THE WEST 60 ACRES OF THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 106 NORTH, RANGE 14 WEST,
OLMSTED COUNTY, MINNESOTA.

Said described lands are being platted as Pavilion Estates and are hereinafter referred to in this DECLARATION as the “Property”.

2. As a condition of Grading Plan Approval of the Property, DECLARANT shall construct, at its own expense, permanent, private on-site storm water rate control, and storm water quality facilities (hereinafter referred to as the “Private Facilities”) in multiple locations within the Property as depicted on the approved Grading Plan dated March 1, 2022, and on file with the Rochester Township clerk.
3. The Private Facilities are not all immediately adjacent to a public right-of-way. Through execution of this Agreement, DECLARANT assigns to the Township perpetual access rights for the Township or its agent to access, inspect, and maintain the Private Facilities, in the event the DECLARANT, its heirs, successors, or assigns, fail to uphold the terms of this DECLARATION.
4. The following maintenance related obligations are applicable to the Private Facilities and Access to the Private Facilities:
 - a. International Properties Development Corporation, shall be responsible for constructing the Facilities while the Facilities are owned by International Properties Development Corporation, in 2022 for the entire project and protect and maintain the Facilities while the Facilities are owned by International Properties Development Corporation as shown on the approved construction plan. Prior to the transfer of any lot, the Facilities shall be inspected by WSE, and an inspection report filed with the Township. No transfer of a lot may take place without the Township’s written acknowledgement of receipt of an inspection report, satisfactory to the Township, for the property in question.
 - b. Upon sale of the lots, maintenance shall automatically be deemed assigned to the Homeowners Association.
 - c. The Private Facilities shall be maintained by the Homeowners Association to be fully functional pursuant to the approved design for the Private Facilities.
5. All maintenance obligations under this DECLARATION shall be that of the Homeowners Association. In the event, if required maintenance of the Private Facilities, as determined by the Township pursuant to this DECLARATION, is not performed as required by this DECLARATION, the Township (and/or its agent) shall provide written notice of the non-compliance to the Homeowner’s Association. If the non-compliance is not addressed within 30 days after receipt of said notice, the Township is authorized, at its discretion, to access the Property and perform maintenance to the Private Facilities. All associated costs will be invoiced to the

Homeowners Association. In the event the Homeowners Association become delinquent in payment of its obligations for maintenance performed by the Township or its agent, the Township is authorized to certify the unpaid charges with the Olmsted County Auditor for collections with the property taxes for the delinquent lots(s) with said collection being for a period on one year, and at an interest rate of 7.5%.

- 6. DECLARANT, on its own behalf, and on behalf of its successors and assigns, including future owners of the Property, or any portion of it, and further including the Homeowner's Association, hereby waives its right to notice of and a hearing prior to certification of the obligations under the terms of this DECLARATION, and further waives all rights to contest or file an appeal of the charges or certification thereof in a court of law.
- 7. The DECLARANT acknowledges that future termination of this DECLARATION is at the sole discretion of the Township, and if said DECLARATION is terminated the DECLARANT will be notified in writing by the Township of said termination.
- 8. The rights, obligations, and benefits of this DECLARATION shall be deemed to be a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above written.

INTERNATIONAL PROPERTIES DEVELOPMENT CORPORATION,
a Minnesota corporation

By 

Aderonke Mordi, President

STATE OF MINNESOTA)
)SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 9th day of Sep, 2022, by Aderonke Mordi, President of International Properties Development Corporation, a Minnesota corporation, who is/are personally known by me to be the person who executed this Agreement for and on behalf of said corporation.

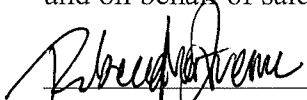

Notary Public



EXHIBIT F

TYPICAL ROADWAY CROSS-SECTIONS

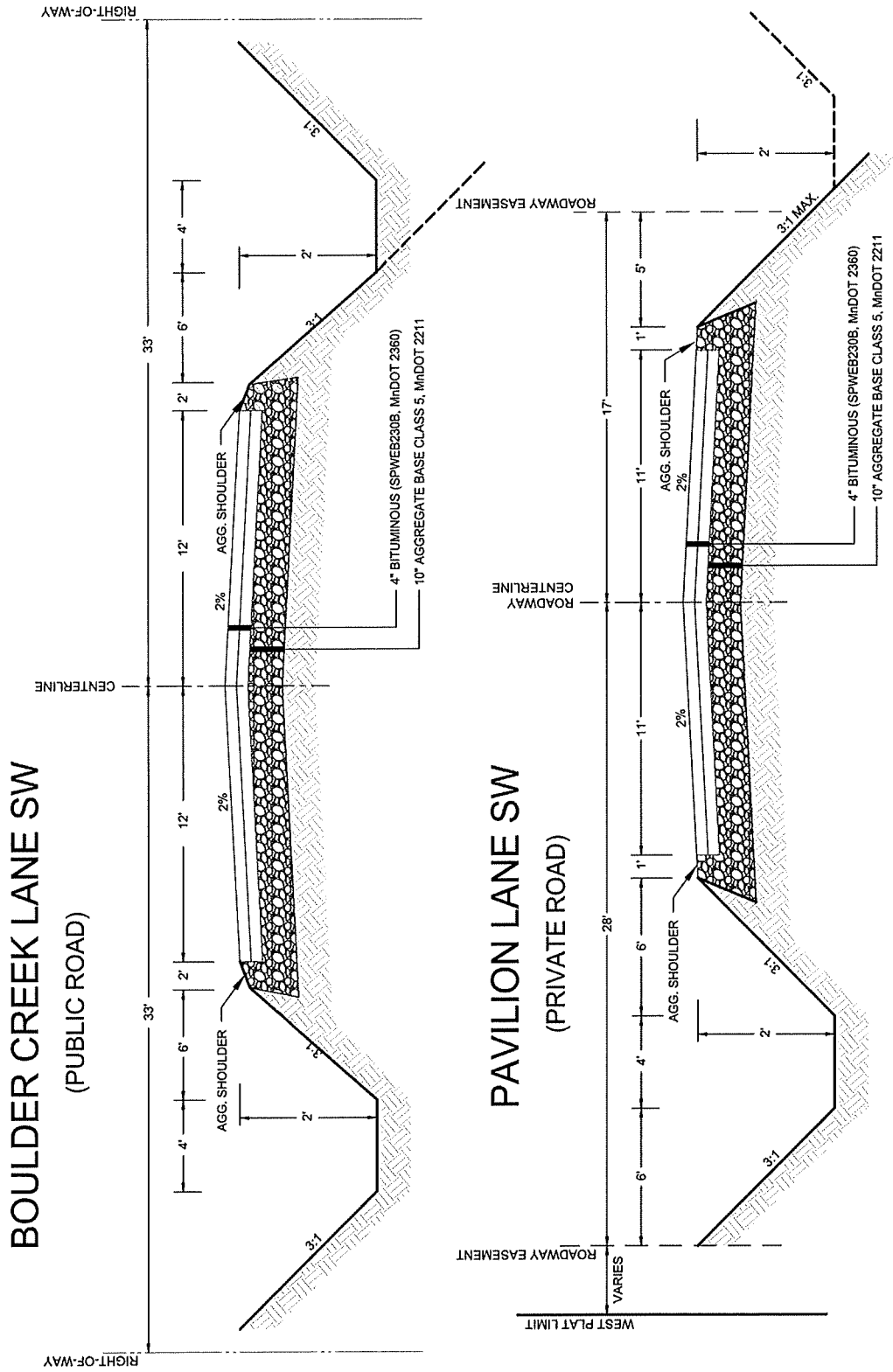


EXHIBIT G
DEVELOPMENT CONTRACT/HAZARDOUS WASTE IDEMNITY AGREEMENT

WHEREAS, Rochester Township (hereinafter referred to as the "Town") has agreed to receive from the Developer, by way of plat dedication, deed(s), or a combination thereof, fee title and easement title to certain real property for public right of way in Olmsted County, Minnesota (hereinafter, the "Dedication"). The Dedication will be over, across and within the lands to be platted as a public road as set forth in the Developer's Agreement entered into on this date, and to which this agreement ("Agreement") is Exhibit G. Such referenced public roadway is described in said Developer's Agreement.

WHEREAS, to induce the Town to accept said Dedication, the Developer has agreed to indemnify the Town against loss or damage from hazardous substance liability. The purpose of this Agreement is to specify the terms and conditions of the indemnity.

NOW THEREFORE, incorporating the recitals above, and to induce the Town to accept said Dedication, and other good and valuable consideration, the receipt of which and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions
 - a. "Hazardous Substance" means hazardous substance or waste, toxic substances, poly chlorinated biphenyl's, asbestos or related materials and also includes, but is not limited to substances defined as "hazardous substances" or "toxic substances in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C.9601 et. Seq. (Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Hazardous Materials Transportation Act, 49 U.S.C. 6901 et. Seq. or as "hazardous substance", "hazardous waste", or "pollutant or contaminant" in the Environmental Response and Liability Act, Minnesota Statute 115B.01 et. Seq., or Petroleum Tank Release Cleanup Act, Minnesota Statute 115.01 et. Seq. The term does not include petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas for fuel or mixtures thereof.
 - b. Hazardous Substance Claim ("Claim") means discovery of hazardous substance on the real property to be platted or receipt of a notice, claim, demand or complaint from any government agency or office or from any third party for the payment of damages, cost or expense for Hazardous Substance disposal or expenses for Hazardous Substance disposal or remedial action pursuant to federal, state or local law relative to the project and relating to hazardous substance deposited on the real property prior to the time that the Town became an owner of the Dedication, including, but not limited to, legal, engineering, testing and other fees.
 - c. Hazardous Substance Liability ("Liability") means the occurrence of a Claim, and all damages, costs, and expenses in connection therewith, including, but not limited to legal, engineering, testing, and other fees, and including final determination or judgement entered or agreed upon.
2. Notice. If a Claim occurs, the party (either the Developer or Town) receiving notice thereof shall immediately notify the other party in writing.
3. Disposal. If a Claim occurs, Developer will proceed immediately and diligently after

receipt of notice of the Claim to dispose of or secure the substance in full compliance with all applicable laws and regulation, and if the Developer fails to commence disposal of security within five (5) days after receipt of the notice of Claim, the Town may, at its option, proceed to so dispose of or secure the substance, provided, however, if the Developer, in good faith, believes that the claimed substance is not in fact a Hazardous Substance, Developer shall have the right to challenge such Claim an appropriate forum before commencing such disposal work.

4. Legal Action. In the event legal action is taken against the Town or the Dedications regarding a Claim are 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 Town shall cooperate with Developer in the defense thereof, or, at Town's election, assume the defense, at the expense of the Developer. Town shall have the right to join Developer as party defendant in any such legal action brought against it or the Dedications, and Developer hereby consents to the entry of an order making it a party defendant.
5. Indemnity. Developer shall at all times indemnify and save Town harmless from and against all Liability which Town may for any cause and at any such time sustain or incur by reason of a Claim. This indemnity shall survive all transactions and inspections between Town and Developer. This indemnity shall not be modified, except by subsequent written agreement are not limited by the value of the Financial Guaranty required by the Town Board, however the Town may draw upon the Financial Guaranty of the Developer in order to satisfy any such obligations of the Developer.
6. Payment by Developer. Developer shall pay, upon demand by Town, the amount of any Liability paid by Town. Developer shall satisfy and discharge any judgement recovered against Town or the Dedication 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 judgement is entered against the Town or the Dedication after the appeal, Developer shall satisfy and discharge such judgement. Towns may, in its reasonable discretion, make any payment as required herein, and Developer shall promptly repay to the Town the amount of such payment with interest. The Town may draw upon the Financial Guaranty of the Developer in order to satisfy any such obligations of the Developer.
7. Written Amendment. This contract may be modified, changed, or amended only by subsequent writings by and between the same parties hereto.
8. Conflicting Provisions. In the event of a conflict between this Exhibit and the language of the Developer's Agreement itself, the language which provides greater protections to the Town, as representative of the public interest, shall prevail.

IN WITNESS OF THE ABOVE, the parties caused this Agreement to be executed on the date and the year written above.

Town

Developer

ROCHESTER TOWNSHIP, an
Olmsted County, Minnesota
Township

International Properties Development Corporation
a Minnesota corporation

By: _____
Jeffery Orth, Chairman

By *R. Mordi*
Aderonke Mordi, President

Notary Public

STATE OF MINNESOTA)

) SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by Jeffery Orth, the Township Chairman of the Township of Rochester, an Olmsted
County, Minnesota township, on behalf of said township.

Notary Public

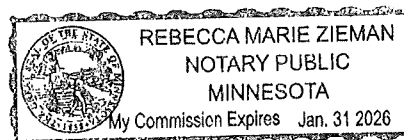
STATE OF MINNESOTA)

) SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 9th day of SEP,
2022, by Aderonke Mordi, President, of International Properties Development
Corporation, a Minnesota corporation, who is/are personally known by me to be the
person(s) who executed this Agreement for and on behalf of the company.

Rebecca Marie Ziemann
Notary Public



This Document was drafted by William E. Tointon
of WSE Massey Engineering & Surveying, Ltd.