
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MANKATO
AND
SOUTHWEST MINNESOTA HOUSING PARTNERSHIP
FOR
GOOD COUNSEL MEADOWS

This document drafted by:

Kennedy & Graven, Chartered
Fifth Street Towers
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(612) 337-9300 (RHB)

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DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2025 by and between the city of Mankato, a municipal corporation under the laws of Minnesota (the “City”), and Southwest Minnesota Housing Partnership, a _____ under the laws of Minnesota (the “Developer”). The City and the Developer shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the City granted preliminary approval of the plat of Good Counsel Meadows (the “Subdivision”) on July 14, 2025; and

WHEREAS, the City granted final approval of the plat of the Subdivision on October 14, 2025; and

WHEREAS, approval of the final plat of the Subdivision is contingent upon the Parties entering in this Agreement.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the Parties agree as follows:

1. Right to Proceed. The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- a) the final plat of Good Counsel Meadows has been recorded with Blue Earth County, subject to satisfaction of all other applicable conditions;
- b) this Agreement has been executed by the Developer and the City and recorded with Blue Earth County;
- c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- d) final engineering and construction plans in digital form and signed by the Developer’s engineer for the Subdivision Improvements (as hereinafter defined) have been submitted by the Developer and approved by the city engineer;
- e) all erosion control measures are in place;
- f) the Developer has received all required permits from _____, and any other entity having jurisdiction over the Subdivision;
- g) the Developer or the Developer’s engineer has initiated and attended a preconstruction meeting with the city engineer and staff;
- h) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Subdivision; and

- i) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed.

2. Subdivision Improvements; Plans.

a) The Developer agrees to develop the Subdivision in accordance with this Agreement, the final plat of Good Counsel Meadows, and the terms and conditions of City resolution nos. _____ granting preliminary and final plat approval (collectively, the “City Approvals”), which resolutions are hereby incorporated by reference into this Agreement and made a part hereof. The Developer agrees to construct all required improvements within and adjacent to the Subdivision in accordance with the approved engineering and construction plans (collectively, the “Plans”). The documents which constitute the Plans are those on file with and approved by the City and are listed on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following Public Improvements and Private Improvements (collectively, the “Subdivision Improvements”):

1. The public improvements include the following (collectively, the “Public Improvements”).

- i. sanitary sewer;
- ii. municipal water distribution system; and
- iii. sidewalk.

2. The private improvements include the following (collectively, the “Private Improvements”):

- i. road; and
- ii. stormwater facilities.

c) All work performed by or on behalf of the Developer related to construction of the Subdivision Improvements and homes within the Subdivision shall be restricted to the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday.

3. Erosion Control. Construction of the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City’s most recent permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program. An erosion control plan for the Subdivision shall be implemented by the Developer as approved by the City prior to beginning any work on the Subdivision Improvements. The City may impose additional erosion control requirements after the City’s initial approval if the City deems such necessary due to a change in conditions. All areas disturbed by the Subdivision Improvements shall be reseeded promptly after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be

mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder. The Developer agrees to reimburse all expenses reasonably incurred by the City in connection with such actions. No work on the Subdivision Improvements will be allowed unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required on the Subdivision shall be binding on the Developer, its successors and assigns.

4. Site Grading; Haul Routes. a) All site and other grading relating to the Subdivision Improvements must be done in compliance with the Plans, the required erosion control measures and all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. Within 30 days after completion of the grading relating to the Subdivision Improvements, or such other period acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer relating to the Subdivision.

b) The Developer agrees that any fill material which must be brought to or removed from the Subdivision or adjacent areas while grading or during construction of the Subdivision Improvements or any buildings constructed within the Subdivision will be transported using the haul route established by the City. The City designates _____ as the haul route.

5. Clean up and Dust Control. The Developer must clean dirt and debris on a daily basis from streets surrounding the Subdivision resulting from construction work relating to the Subdivision Improvements done by the Developer, its contractors, agents or assigns, including any party constructing buildings within the Subdivision. Prior to construction of any Subdivision Improvements, the Developer must identify to the City in writing a responsible party for erosion control, street cleaning and street sweeping. The Developer must provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

6. Construction of Public Improvements. a) All Public Improvements shall be installed in accordance with this Agreement, the Plans, the City Approvals, the City's subdivision regulations, the City's engineering standards (as hereinafter defined) and the requirements of the report from the City engineer dated _____. The Developer shall submit plans and specifications for the Public Improvements prepared by a professional engineer. The City shall inspect all work at the Developer's expense. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

b) Within 45 days after the completion of the Public Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and three complete

sets of paper “as constructed” plans, each prepared in accordance with City standards and in AutoCAD format based on Blue Earth County coordinates. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer’s surveyor shall submit a written notice to the City certifying that the monuments have been installed. All Public Improvements shall be completed by no later than _____, 2026, except as delayed by force majeure.

c) The Developer agrees to require its contractor to provide to the City a warranty bond against defects in labor and materials for the Public Improvements for a period of two years from the date of their acceptance by the City. During such period, the Developer agrees to repair or replace any Public Improvement, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Public Improvement shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace a defective Public Improvement during the warranty period, the City may repair or replace the defective portion and may use the Letter of Credit, as hereinafter defined, to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Public Improvement repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against any land within the Subdivision which has not been conveyed to unrelated third parties. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the property within the Subdivision of the repair or replacement of the Public Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

d) Sanitary Sewer and Water Improvements. The Developer agrees to extend sanitary sewer and water lines to serve the lots in the Subdivision. The Developer’s work in extending utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. The sanitary sewer and water improvements will be dedicated by the Developer to the City as public improvements upon acceptance by the City.

e) Sidewalk. The Developer agrees to construct a concrete sidewalk in accordance with the Plans. The sidewalk will be dedicated by the Developer to the City as a public improvement upon acceptance by the City.

7. Construction of Private Improvements.

a) Street. The Developer agrees to construct the street serving the lots in Block 1 of the Subdivision over Outlot B in accordance with City specifications and the Plans. The City's specifications for private streets are contained in the most recent edition of its engineering standards (the "Engineering Standards"), which is hereby incorporated into this Agreement by reference. If there is a conflict between the Plans and the Engineering Standards, the Engineering Standards shall prevail except when an alternative has been explicitly approved in writing by the City. Removal of snow and ice from and maintenance of the street shall remain the responsibility of the Developer and, ultimately, the owners of the lots in Block 1. The Developer agrees to submit a plan for snow and refuse disposal satisfactory to the City. The Developer agrees to enter into a Private Street Agreement with the City in the general form of Exhibit E attached hereto. The purpose of the Private Street Agreement is to give the City the right but not the obligation to repair the street if it has not been privately maintained and has deteriorated to a condition deemed by the City to pose a public safety hazard. A portion of the private street and private stormwater improvements will encroach on property adjacent to the Subdivision and owned by the City. The City agrees to convey to the Developer an easement to allow the Developer to construct, repair and maintain the private street and private stormwater improvements on the City's land.

b) Rear Yard Hard Surface Calculation. Despite the fact the street to the rear of the lots in Block 1 will be private, the Parties agree that the allowance on rear yard hard surface afforded in the case of lots abutting a public alley to the rear will be observed for the lots in Block 1.

c) Stormwater Improvements. The Developer agrees to construct the stormwater facilities on Outlot A in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include all stormwater improvements shown on the Plans. The stormwater improvements will remain private and will not be accepted by the City as public improvements. The Developer agrees to enter into a Stormwater Maintenance Agreement in the general form of Exhibit D attached hereto to give the City the right but not the obligation to maintain the stormwater improvements if they have not been privately maintained and are deemed by the City to pose a safety hazard.

8. Letter of Credit. a) To ensure completion of the Public Improvements authorized under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any work within the Subdivision a letter of credit (the "Letter of Credit") in the amount of \$_____, which represents ___ percent of the estimated cost of the Public Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work within the Subdivision and shall renew automatically thereafter until released by the City. The estimated cost of the work covered by the Letter of Credit is itemized on Exhibit C attached hereto. The Letter of Credit shall be issued by a bank or a financial institution determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, to complete construction of any or all of the Public Improvements within the Subdivision and to pay any fees or costs due to the City by the Developer upon failure of the Developer to complete such work or to satisfy such financial obligations.

b) The City agrees that, prior to drawing on the Letter of Credit, it will provide notice to the Developer and a period of no less than 30 days for the Developer to cure the default. Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Letter of Credit.

c) The Letter of Credit shall be released in full and returned to the Developer after completion of all elements of the Public Improvements and satisfaction of all other financial obligations of the Developer to the City. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the work, that the City has received the required warranty bond, that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Subdivision and that all of the Developer's financial obligations due to the City have been satisfied.

d) It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Public Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, a request by the Developer for a release or reduction of the Letter of Credit shall be evaluated by the City in light of that principle.

e) If at any time the City reasonably determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the Letter of Credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

9. Sanitary Sewer and Water Fees. The Developer agrees to pay the City a sanitary sewer and water connection fee of \$2,527.07 per lot at the time of issuance of a building permit for the lot.

10. Responsibility for Costs. The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

11. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Public Improvements or any other work or undertaking required by this Agreement, and following the notice and opportunity to cure as provided for in this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against any land within the Subdivision which has not been conveyed to unrelated third parties to recover the costs thereof. For this purpose, the Developer, for itself and

its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

12. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted all the Public Improvements, public liability and property damage insurance covering bodily injury, death to persons, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$2,000,000 combined single limit. The City must be named as an additional insured on the policy. The certificate of insurance must provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

13. Floodplain and Shoreland Regulations. a) No structures, including fences and accessory structures and features, may be constructed within the Subdivision below the regulatory flood protection elevation. The Developer must comply with the requirements of the City with regard to flood protection. Any utilities which are installed by the Developer on ground the surface of which is below the regulatory flood protection elevation must be flood proof in accordance with the state building code and City requirements.

b) The City's shoreland regulations must be observed on the lots in the southwestern portion of the Subdivision located within the shoreland overlay district.

14. No Building Permits Approved; Certificates of Occupancy. Approvals granted herein by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. The Developer or the party applying for a building permit will be responsible for payment of the customary fees associated with the building permit and any other deferred fees as specified in this Agreement, including but not limited to the sanitary sewer and water connection fee.

15. Compliance with Laws; Applicable Law. a) The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits within the Subdivision.

b) This Agreement shall be construed according to the laws of Minnesota.

16. Agreement Runs With the Land. This Agreement shall run with the land within the Subdivision and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer's successor in title may be responsible for obligations under this Agreement as required by the City. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Subdivision. The

Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

17. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by it or third parties for damages sustained or costs incurred resulting from the Public Improvements. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

18. Assignment. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.

19. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

a) as to Developer: Southwest Minnesota Housing Partnership

Attention: _____

b) as to City: City of Mankato
10 Civic Center Plaza
Mankato, MN 56002-3368
Attention: _____

with a copy to: Ronald H. Batty
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this section.

20. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

21. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised

from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either Party waives in writing any default or nonperformance by the other Party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

22. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

SOUTHWEST MINNESOTA HOUSING
PARTNERSHIP

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025,
by _____, the _____ of Southwest Minnesota Housing Partnership, a
_____ under the laws of Minnesota, on behalf of the _____.

Notary Public

This document drafted by:

Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 (RHB)

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

Legal Description of the Subdivision

Lots 1 through 8, Block 1;
Lots 1 through 3, Block 2; and
Outlots A and B,
all in the plat of Good Counsel Meadows, Blue Earth County Minnesota.

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**

List of Plan Documents

The following Plan sheets constitute the Plans:

[to be included]

EXHIBIT C TO DEVELOPMENT AGREEMENT

Public Improvement Cost Estimate

Good Counsel Meadows
Southwest Minnesota Housing Partnership
Mankato, MN

September 7, 2025

CONSTRUCTION COST ESTIMATE - PUBLIC IMPROVEMENTS (WORK WITHIN RIGHT-OF-WAY AND PUBLIC EASEMENTS)

BID NO.	SPEC NO.	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	TOTAL
1	2016.601	CONTRACTOR TESTING	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00
2	2021.501	MOBILIZATION	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
3	2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$ 3,500.00	\$ 3,500.00
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	462	\$ 3.75	\$ 1,732.50
5	2104.503	REMOVE CURB AND GUTTER	LIN FT	208	\$ 20.00	\$ 4,160.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	363	\$ 12.00	\$ 4,356.00
7	2105.607	COMMON EXCAVATION	CU YD	323	\$ 15.50	\$ 5,006.50
8	2105.607	SELECT GRANULAR BORROW MOD (CV)	CU YD	113	\$ 28.50	\$ 3,220.50
9	2106.607	EXCAVATION SPECIAL	HR	2	\$ 550.00	\$ 1,100.00
10	2211.509	AGGREGATE BASE CLASS 5	TON	418	\$ 27.50	\$ 11,495.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	82	\$ 145.00	\$ 11,890.00
12	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3;C)	TON	82	\$ 142.00	\$ 11,644.00
13	2451.609	GRANULAR FOUNDATION AND/OR BEDDING	TON	46	\$ 22.00	\$ 1,012.00
14	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	164	\$ 72.00	\$ 11,808.00
15	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,250.00	\$ 1,250.00
16	2503.602	SANITARY SEWER SERVICE	EACH	11	\$ 1,600.00	\$ 17,600.00
17	2503.602	8"x4" PVC WYE	EACH	11	\$ 220.00	\$ 2,420.00
18	2503.603	8" PVC PIPE SEWER	LIN FT	404	\$ 41.50	\$ 16,766.00
19	2504.602	INSTALL WATER SERVICE SYSTEM	EACH	11	\$ 2,650.00	\$ 29,150.00
20	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 1,000.00	\$ 1,000.00
21	2504.602	HYDRANT	EACH	1	\$ 7,830.00	\$ 7,830.00
22	2504.602	6" GATE VALVE AND BOX	EACH	1	\$ 2,650.00	\$ 2,650.00
23	2504.602	8" GATE VALVE AND BOX	EACH	1	\$ 3,500.00	\$ 3,500.00
24	2504.603	6" WATERMAIN	LIN FT	6	\$ 64.50	\$ 387.00
25	2504.603	8" WATERMAIN	LIN FT	382	\$ 68.50	\$ 26,167.00
26	2503.608	DUCTILE IRON FITTINGS	POUND	119	\$ 14.00	\$ 1,666.00
27	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	2	\$ 4,850.00	\$ 9,700.00
28	2506.602	CONSTRUCT SANITARY MANHOLE	EACH	2	\$ 5,250.00	\$ 10,500.00
29	2506.602	CONSTRUCT SANITARY MANHOLE	LIN FT	4	\$ 310.00	\$ 1,240.00
30	2521.518	4" CONCRETE WALK	SQ FT	2796	\$ 9.15	\$ 25,583.40
31	2521.518	6" CONCRETE WALK	SQ FT	772	\$ 12.60	\$ 9,727.20
32	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	208	\$ 45.00	\$ 9,360.00
33	2531.618	TRUNCATED DOMES	SQ FT	20	\$ 65.00	\$ 1,300.00
34	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00
35	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 500.00	\$ 500.00
36	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	2	\$ 150.00	\$ 300.00
37	2573.502	STORM DRAIN INLET PROTECTION	EACH	4	\$ 200.00	\$ 800.00
38	2573.503	SILT FENCE; TYPE MS	LIN FT	930	\$ 2.50	\$ 2,325.00
39	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1030	\$ 3.00	\$ 3,090.00
40	2574.507	COMMON TOPSOIL BORROW	CU YD	55	\$ 18.00	\$ 990.00
41	2574.508	FERTILIZER TYPE 3	POUND	70	\$ 2.00	\$ 140.00
42	2575.508	SEED MIXTURE 25-151	POUND	22	\$ 5.00	\$ 110.00
43	2575.509	MULCH MATERIAL TYPE 1	TON	0.4	\$ 550.00	\$ 220.00

ESTIMATED CONSTRUCTION TOTAL

\$271,196.10

**EXHIBIT D TO
DEVELOPMENT AGREEMENT**

Form of Stormwater Maintenance Agreement

Stormwater Maintenance Agreement

THIS STORMWATER MAINTENANCE AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2025, by and between the City of Mankato, a municipal corporation organized under the laws of the State of Minnesota (the “**City**”), and Southwest Minnesota Housing Partnership, a _____ under the laws of Minnesota (the “**Developer**”). The City and the Developer may hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Developer owns certain real property located within the City and legally described in the attached Exhibit A (the “**Subdivision**”); and

WHEREAS, the Developer is required to construct within Outlot A within the Subdivision certain stormwater improvements (the “**Stormwater Improvements**”) for the benefit of the Subdivision; and

WHEREAS, the City and the Developer entered into a development agreement (the “**Development Agreement**”) related to the development of the Subdivision, including the construction and maintenance of the Stormwater Improvements; and

WHEREAS, the City and the Developer intend to comply with a requirement of the Development Agreement by entering into this Agreement regarding the Stormwater Improvements, which will be recorded separately from the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Construction. The Developer is required, pursuant to the Development Agreement, to construct the Stormwater Improvements in accordance with the plans and specifications approved by the City Engineer.
2. Inspection and Maintenance Schedule. The Developer agrees to inspect and maintain the Stormwater Improvements in accordance with the schedule approved by the City (the “**Maintenance Schedule**”). The approved Maintenance Schedule is attached hereto as Exhibit B and is incorporated in and made part of this Agreement.
3. Maintenance of the Stormwater Improvements. The Developer and its successor or assigns as fee owners of the Subdivision shall be responsible for maintaining, repairing, and replacing the

Stormwater Improvements in accordance with the Maintenance Schedule, and as may otherwise be required, to preserve the designed function of the Stormwater Improvements, and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall conduct periodic inspections of any and all Stormwater Improvements as may be needed and in accordance with the Maintenance Schedule. The Developer shall keep records of all inspections and maintenance activities and submit such records annually to the City. The cost of all inspections and maintenance, including repair and replacement of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns.

4. City's Maintenance Rights. The City may, but is under no obligation to, maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns have failed to maintain the Stormwater Improvements in accordance with the Maintenance Schedule, applicable drainage laws, or as is needed to maintain its designed function. The City may perform the work and recover its costs through special assessments levied against all the land within the Subdivision. The Developer, for itself and its successors and assigns expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing and notice of hearing requirements and any claim that the assessments exceed the benefit to the Subdivision. The Developer, for itself and its successors and assigns, also waives any rights to appeal the special assessments otherwise available pursuant to Minnesota Statutes, section 429.081. The costs recovered through the special assessments include, but are not necessarily limited to, all costs incurred with the contractor hired to perform the work and all administrative, engineering, legal, and other costs incurred to undertake and complete the work. Nothing herein shall be deemed a limitation on the City's authority to recover its costs arising from or related to work performed to maintain, repair, or improve Stormwater Improvements.
5. Indemnification. The Developer hereby agrees to defend, indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation, or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall defend, indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.
6. Costs of Enforcement. The Developer agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.
8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by U.S. certified or registered mail, postage prepaid, and addressed as follows:

To the City:	City of Mankato Attn: City Manager 10 Civic Center Plaza Mankato, MN 56002-3368
To the Developer:	Southwest Minnesota Housing Partner _____ _____ Attn _____

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

9. Successors. All duties and obligations of the Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Subdivision.
10. Modification. This Agreement may be terminated, amended or modified only by a written document executed by the Parties or their respective successors and assigns.
11. Effective Date. This Agreement shall be binding and effective as of the date first written above.
12. Governing Law. This Agreement shall be construed under the laws of Minnesota.
13. Recording. The City shall record this Agreement with the Blue Earth County Recorder or Registrar's office. The Developer hereby agrees to provide any documents or signatures necessary to accomplish such recording.
14. Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall constitute an original but all of which together shall constitute a single instrument.

CITY OF MANKATO

By: _____

Susan MH Arntz

City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Susan MH Arntz, the City Manager of the city of Mankato, a Minnesota municipal corporation,
on behalf of the municipal corporation.

Notary Public

**SOUTHWEST MINNESOTA HOUSING
PARTNERSHIP**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025,
by _____, the _____ of Southwest Minnesota Housing Partnership, a
_____ under the laws of Minnesota, on behalf of the _____.

Notary Public

This Instrument Drafted By:

KENNEDY & GRAVEN, CHARTERED (RHB)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

Stormwater Maintenance Agreement

EXHIBIT A

Legal Description of Property

Lots 1 through 8, Block 1;
Lots 1 through 3, Block 2; and
Outlots A and B,
all in the plat of Good Counsel Meadows, Blue Earth County Minnesota.

Stormwater Maintenance Agreement

EXHIBIT B

Maintenance Schedule

Pond Maintenance Requirements

[to be completed]

**EXHIBIT E TO
DEVELOPMENT AGREEMENT**

Form of Private Street Maintenance and Easement Agreement

Private Street Maintenance and Easement Agreement

THIS PRIVATE STREET MAINTENANCE AGREEMENT AND EASEMENT (the “Agreement”), is made this ____ day of _____, 2025, by and between Southwest Minnesota Housing Partnership, a Minnesota limited liability company (the “Developer”) and the City of Mankato, a municipal corporation under the laws of the state of Minnesota (the “City”).

WITNESSETH:

WHEREAS, the Developer is the fee owner of certain real property located in Blue County, Minnesota, legally described on Exhibit A attached hereto (the “Property”) and

WHEREAS, the Developer has platted the Property as Good Counsel Meadows (the “Subdivision”); and

WHEREAS, by a separate development agreement, the Developer has agreed to construct and maintain a privately-owned street (the “Private Street”) that will provide access to and circulation for the lots in Block 1 of the Subdivision; and

WHEREAS, as a condition of approval of the Subdivision, the City and the Developer must enter into a maintenance agreement regarding the Private Streets.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction and Maintenance of the Private Street.

The Developer hereby agrees to construct, reconstruct, maintain and repair the Private Street at its own expense. The Private Street consists of the grade, base, surface, and other elements and appurtenances which create a driving surface suitable for vehicular traffic. The Developer acknowledges that the City has no obligation to construct, reconstruct, maintain or repair the Private Street and that the City does not intend to accept, acquire, or open the Private Street as a public roadway. Such construction, reconstruction, maintenance and repair shall meet minimum standards set forth in the approved engineering and construction plans for the Subdivision. All the Developer’s obligations regarding the Private Street shall also be obligations of the Developer’s successors or assigns.

2. City's Right to Maintain and Repair.

a) The City may maintain and repair the Private Street if the City reasonably believes that the Developer or its successors or assigns has failed to adequately maintain the Private Street in accordance with section 1 of this Agreement and such failure continues for 30 days after the City gives the Developer, its successors or assigns written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that the Developer is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed.

b) If the Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Subdivision as may reasonably be necessary to gain access to the Private Street to perform such maintenance tasks. In such case, the City shall send an invoice detailing its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Developer or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Private Street within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property and collect the same in single or multiple payments as in the case of special assessments for public improvements pursuant to Minnesota Statutes Chapter 429.

c) The assessments shall bear interest at the rate determined by the City but not more than 2 percent more than the average coupon rate if the City sells debt to pay for the cost of the work or 2 percent over the average rate of return earned by the City on its investment portfolio if the City finances the work without selling debt. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Private Street benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the City engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given. Any maintenance or repairs made by the City pursuant to this section 2 will not result in the establishment of a public roadway.

d) The City has the right but not an obligation to perform maintenance or repair the Private Street. The City intends to exercise this authority only if the conditions of the Private Street are so poor, in the reasonable exercise of the City's discretion,

so as to pose a hazard to the health, safety and welfare to those using the Private Street.

3. Conveyance of Easement. The Developer hereby conveys an easement over the Private Street (the “Easement Area”) for ingress and egress to the City for any public service deemed necessary by the City, including but not limited to, response to police calls, fire calls, rescue and other emergency calls, inspections, maintenance, repair or replacement of sanitary sewer facilities, animal control and other code enforcement issues. This provision does not convey a right to the general public to use the Private Street.

4. Reservation of Rights: All right, title and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Developer.

5. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys’ fees) directly arising out of or directly resulting from the Developer’s, or the Developer’s agents’ or employees’ grossly negligent or intentional acts, or any violation of any applicable safety law, regulation, or code enacted by the City or the State of Minnesota in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled to by law, including but not limited to, the maximum monetary limits on liability established by Minnesota Statutes Chapter 466.

6. Recording; Run with the Land; Successors and Assigns. This Agreement shall be recorded against the Subdivision. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer’s successors and assigns. The terms and conditions of this Agreement shall run with the Subdivision.

7. Costs of Enforcement. The Developer agrees for itself and its successors and assigns to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys’ fees.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

To the Developer: Southwest Minnesota Housing Partnership

Attention: _____

To the City: City of Mankato
10 Civic Center Plaza
Mankato, MN 56002-3368
Attention: City Manager

9. Effective Date. This Agreement shall be binding and effective as of the date first written above.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MANKATO

By: _____
Susan MH Arntz
City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Susan MH Arntz, the City Manager of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

SOUTHWEST MINNESOTA HOUSING
PARTNERSHIP

By: _____

Its: _____

STATE OF MINNESOTA)
) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025,
by _____, the _____ of Southwest Minnesota Housing Partnership, a
_____ under the laws of Minnesota, on behalf of the _____.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (RHB)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Private Street Maintenance and Easement Agreement

EXHIBIT A

The Property is legally described as follows:

Lots 1-8, Block 1, Good Counsel Meadows, Blue Earth County, Minnesota.