

**EXHIBIT A  
TO  
RESOLUTION 26-057  
RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH  
GREGORY S. TAYLOR AND NADINE R. TAYLOR FOR  
WILKE-MILLER-BUESING SIXTH ADDITION**

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**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MARSHALL**

**AND**

**GREGORY S. TAYLOR AND NADINE R. TAYLOR**

**FOR**

**WILKE-MILLER-BUESING SIXTH ADDITION**

---

This document drafted by:

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

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This Development Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Marshall, a municipal corporation under the laws of Minnesota (the “City”), and Gregory S. Taylor and Nadine R. Taylor, as fee owners, (collectively the “Developer”).

WITNESSETH:

WHEREAS, the Developer is fee owner of the real property legally described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the Developer previously submitted an application for approval of the Preliminary Plat for Wilke-Miller-Buesing Sixth Addition for purposes of developing a six unit condominium development; and

WHEREAS, the Planning Commission, on April 9, 2025, held a lawfully noticed public hearing on the plat and recommended plat approval to the City Council; and

WHEREAS, at that same April 9, 2025 meeting, the Planning Commission held a lawfully noticed public hearing on a re-zoning from B-3 to R-3, along with a variance for a reduced rear yard arising out of the uniqueness of the property, and recommended approval of the re-zoning and variance to the City Council; and

WHEREAS, on April 22, 2025, the introduction of the Preliminary Plat, the re-zoning and the variance came before City Council and consideration of each was placed on hold at the written request of the Developer until February 24, 2026; and

WHEREAS, on February 24, 2026, the City Council considered the re-introduction of the ordinance to rezone from B-3 to R-2, along with the preliminary plat of the Wilke-Miller-Buesing Sixth Addition; and

WHEREAS, on March 10, 2026, the City Council approved the rezoning from B-3 to R-2, along with approving the preliminary and final plat of the condominium development (the “Development”) via Resolution 26-022 and approving the variance via Resolution 26-023; and

WHEREAS, Ordinance No. 26-002 and Resolution(s) Nos. 26-022 and 26-023 shall be collectively referred to herein as the “City Approvals”; and

WHEREAS, the City Approvals are contingent upon the Developer entering into a Development Agreement satisfactory to the City.

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

1. Zoning; Adherence to General Plan. a) Subject to execution of this Agreement and all other conditions contained herein and in the City Approvals, the Property has been re-zoned R-2, which furthers the comprehensive plan, and may be developed in accordance with the General Plan, attached as Exhibit B and incorporated by reference, shall mean the comprehensive, high-level conceptual layout, land use map, and development standards approved by the City for the Property which establishes the overarching framework for the Project, including but not limited to: permitted land uses, maximum development densities, building heights, conceptual architectural themes,

general locations of open space, and the macro-layout of primary public and private infrastructure. Approval is strictly conditioned upon the Developer's compliance with all terms and conditions of the City Approvals and this Agreement.

b) Adherence to the City Approvals involves restrictions on the Developer's ability to use and develop the Property. The Developer has carefully reviewed the City's zoning and subdivision ordinance and the terms and conditions of the City Approvals and understands the limitations on the use and development of the Property that such regulations and approvals impose. The Developer has knowingly and willingly agreed to be bound by such regulations and approvals because it has concluded it is in its best interests to see the Property developed pursuant to such regulations and approvals.

2. Right to Proceed. The Developer may not construct public or private improvements or any buildings on the Property until all of the following conditions precedent have been satisfied:

- a) this Agreement has been executed by the Developer and the City;
- b) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- c) final engineering and construction plans in digital form regarding the Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City engineer;
- d) all requirements of Division 66-II and Division 66-III of Marshall City Code, including all required supplementary data and documents requested have been submitted by the Developer and approved by the City engineer;
- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Development and has deposited with the City the additional inspection escrow required by this Agreement;
- f) the Developer has executed a stormwater pond maintenance agreement substantially in the form attached hereto as Exhibit C;
- g) the Developer has submitted and the City has approved the certified grading and drainage plan;
- h) the Developer has submitted and the City has approved the surface water management plan;
- i) all erosion control measures are in place;
- j) the Developer has received all required from the City of Marshall and any other entity having jurisdiction over the Development;
- k) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the City engineer and staff; and
- l) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed to construct the improvements contemplated by this Agreement.

3. Plans; Improvements. a) The Developer agrees to construct the Development in accordance with the terms and conditions of the City Approvals, which are hereby fully incorporated by reference into this Agreement and made a part hereof, and to construct all required improvements in accordance with the approved engineering and construction plans (collectively, the "Plans") and this Agreement. In the event of a conflict between the terms of the City Approvals and this Agreement, this Agreement shall control. 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 or except as expressly provided in this Agreement.

b) In constructing the Development in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements, with the portions of the sanitary sewer and municipal water distribution system that extend into the right of way or utility easements representing the public improvements (collectively, the “Improvements”):

1. site grading;
2. private road/access drive;
3. municipal, sanitary sewer;
4. municipal water distribution system; and
5. stormwater facilities.

c) All work performed by or on behalf of the Developer on or related to the Development, including construction of the Improvements and the dwellings and related improvements, shall be restricted to the hours of 7:00 a.m. through 8:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday. Any deviation from this schedule must be approved by the City Engineer, or the designee of the City Engineer.

4. Erosion Control. a) All construction regarding the 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 MS4 permit with the Minnesota Pollution Control Agency (“MPCA”) and the Developer’s construction stormwater permit with the MPCA. Before any portion of the Property is rough graded, an erosion control plan shall be implemented by the Developer as approved by the City. The City may impose reasonable, 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 excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets or utilities, buildings or other improvements is anticipated immediately thereafter. 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.

b) 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.

c) The Developer agrees to reimburse the City for all expenses the City incurs in connection with any action it takes to control erosion. No grading or construction of the Improvements will be allowed and no building permits will be issued within the Development unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the Property or adjacent areas shall be binding on the Developer and its successors and assigns.

5. Site Grading; Haul Routes. a) In order to construct the Improvements and otherwise prepare the land for development, it will be necessary for the Developer to grade the Property. All site grading must be done in compliance with the Plans and the requirements of the Minnesota Pollution Control Agency regarding contaminated soils. The City may withhold issuance of building permits for structures within the Development until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City. Within 30 days after completion of the grading, the Developer shall provide the City with an “as constructed” grading plan and a certification by a registered land surveyor or engineer.

6. Construction of Improvements. a) All Improvements shall be installed in accordance with the Plans, the City Approvals, the General Plan, this Agreement, City ordinances, and the City’s engineering standards (as hereinafter defined) for utility construction. The Developer shall submit plans and specifications for the Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the City of Marshall and any other agency having jurisdiction before proceeding with construction. The City shall inspect all work related to the installation of the municipal water distribution system and the municipal sanitary sewer 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 28 days after the completion of the Improvements, the Developer shall supply the City with a complete set of reproducible “as constructed” plans, each prepared in accordance with City standards and in AutoCAD format based on Lyon County coordinates. Except as otherwise expressly provided for in this Agreement, the Improvements shall be completed by no later than June 18, 2027. The City may complete all work as necessary to prepare “as constructed” plans at the Developer’s expense.

c) The Developer agrees to require its contractor to provide to the City a warranty bond for the municipal sanitary sewer and municipal water distribution system to cover defects in labor and materials for a period of two years from their completion and acceptance, as completed, by the City. During such period, the Developer agrees to repair or replace any Improvement, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether an 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 Improvement during the warranty period after prior written notice to Developer and opportunity to cure as provided in section 15 of this Agreement, the City may repair or replace the defective portion and may use the Letter of Credit, as hereinafter defined, or special assessments to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all 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 against the Property in the amount of such required reimbursement, provided, however, it does not exceed the amount required for the Letter of Credit. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the Property of the repair or replacement of the 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.

7. Sanitary Sewer and Water Improvements. The Developer agrees to construct sanitary sewer and water improvements to serve the Development. The Developer's work in constructing and extending the utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. All extensions of sanitary sewer main within public right-of-way and utility easements will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. Additionally, the water main extensions within public right-of-way and utility easements, as shown on the Plans, will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. The Plans presently anticipate sanitary sewer and watermain being extended from Canoga Circle to the Development. Depending on timing, the Developer may update the Plans, as defined herein, to accommodate such extensions for review and approval by the City engineer, and if duly approved shall be responsible to perform that work as part of the Improvements. Authorization to perform any utility Improvements on the Property will not be provided by the City unless and until sufficient provisions and assurances are in place for said utilities to connect to City mains, in the City's sole discretion.

8. Stormwater Improvements. a) The Developer agrees to construct the stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include, but are not limited to, any drainage conveyance, all as shown on the Plans.

b) Except for those located within public right-of-way, the stormwater facilities serving the Development will remain private and will be maintained by the Developer at its sole expense. The City does not intend to accept such stormwater facilities as public and does not intend to maintain them. In order to meet the requirements of the City code, the Developer agrees to enter into a Stormwater Pond Maintenance Agreement with the City in the form attached hereto as Exhibit C. The purpose of the Stormwater Pond Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right but not the obligation to do so if the Developer fails in its obligations. The Stormwater pond maintenance agreement will be recorded against all land within the Development and will run with the land. The Developer acknowledges that i) the stormwater facilities have not and will not be accepted by the City; ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work at the direction of the City; iii) the City has the right but not the obligation to perform necessary inspections, monitoring and maintenance; and iv) if the City performs any maintenance work on the stormwater facilities after reasonable notice to the Developer and the failure of the Developer to perform the work, as required, the City has the right to specially assess the cost of such work against the Developer or the lots within the Development and other portions of the Property. Notwithstanding the above, the City will accept and maintain those elements of the stormwater facilities which are located on public rights-of-way.

c) The Developer agrees to inform purchasers of lots within the Development that i) the City does not plan to maintain or pay for maintenance, repair or replacement of the stormwater facilities; ii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer, to do so; and iii) if the City performs any work on the stormwater facilities after reasonable notice to the Developer and the failure of the Developer to perform the work, the City intends to recover the cost of such work against the lots within the Development through assessments.

9. Private Road. All roads will be public and shall be constructed by the Developer in accordance with City Code and approved Plans.

10. Landscaping Plan; Landscape Irrigation Plan; Tree Removal. a) The Developer agrees to install landscaping in accordance with City Ordinance 86-247 Landscaping.

11. Trails and Sidewalks. Sidewalk must be installed along the frontage of Canoga Circle, in accordance with City ordinance and City engineering standards.

12. Letter of Credit. Minnesota Statutes § 462.358, may require that an applicant establish an escrow account or other financial security for the purpose of reimbursing the municipality for direct costs relating to professional services provided during the review, approval and inspection of the project. A municipality may only charge the applicant a rate equal to the value of the service to the municipality. Services provided by municipal staff or contract professionals must be billed at an established rate. a) In order to ensure completion of the Public Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City, prior to the issuance of any City permits related to the Development, a letter of credit (the "Letter of Credit") in the amount of \$200,000. This amount represents the maximum risk exposure for the City, with careful consideration of the Improvements that will eventually be publicly owned and is based on the anticipated sequence of construction and the estimate of cost of each element of the Improvements rather than the aggregate cost of all required Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Improvements and will be held until the work is completed plus a period of two (2) months thereafter to guarantee that restoration work has been satisfactorily completed. The estimated cost of the work covered by the Letter of Credit is itemized on Exhibit D attached hereto. The Letter of Credit shall be issued by a bank 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, in order to complete construction of any or all of the Improvements and other specified work within the Development and to pay any fees or costs due to the City by the Developer after written notice to Developer and Developer's failure to cure the default within a reasonable period.

b) The Letter of Credit shall be released in full and returned to the Developer after satisfaction of all financial obligations by the Developer to the City and after completion of all other requirements of this section. 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 and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Development. Notwithstanding anything herein to the contrary, the Letter of Credit shall not be reduced to less than \$25,000, until such time as the City releases the entire Letter of Credit.

c) 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 Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

d) 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 30 days a substitute Letter of Credit from another bank meeting the City's requirements. If within 30 days of notice the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

13. City Trunk Connection Rates; SAC Fees. In accordance with City policy and to distribute uniformly the costs of public utility infrastructure improvements, the City will charge the Developer trunk connection fees for the availability of sanitary sewer to the Property. The rate is \$1,900 per acre of development. SAC fees are owed for Lots 1-5 of Wilke-Miller-Buesing Sixth Addition as follows: 2.35 acres x \$1,900.00/acre = \$4,465.00 The Developer shall, prior to the acceptance of this Agreement by the City, have arranged and paid for the trunk connection in accordance with this section. The City shall not be bound to accept this Agreement until such payment has been made and confirmed in writing.

14. Park Dedication Requirements. In order to satisfy the City's park dedication requirements with respect to the Development and pursuant to considerations set forth in city code, the Developer shall pay to the City a cash-in-lieu amount of \$4,092.00 prior to the City's execution and release of the final plat.

15. Responsibility for Costs; Escrow for Construction Inspection. a) 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 Development, including the drafting and negotiation of this Agreement. Upon request, the City may provide the Developer a good faith estimate of such costs (the "Cost Estimate"); however, any such estimate is for informational purposes only and shall not be binding or construed as a guaranteed maximum amount. The Developer agrees to reimburse the City in full for such reasonable costs incurred, whether such costs are greater or less than the Cost Estimate, within 45 days after written notice from the City. The City shall use reasonable efforts to notify the Developer of any material anticipated increase above the Cost Estimate. The Developer further 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.

b) The Developer shall also pay a fee for City construction observation and administration relating to construction of the Improvements. Construction observation shall include inspection of all the Improvements. In order to reimburse the City for the reasonable cost of inspection of the Improvements, the Developer shall deposit an additional \$ 4,750 into an escrow account with the City, which shall receive and hold such funds solely under the terms of this Agreement. The City shall reimburse itself for expenses from the escrow and will provide the Developer with a copy of any invoice from the city engineer or evidence of other cost or expense attributed to the escrow prior to deducting such funds from the escrow. If any funds held under this escrow exceed the amount necessary to reimburse the City for its costs under this section, such funds shall be returned to the Developer without interest. If it appears that the actual costs incurred will exceed the estimate, the Developer and the City shall review the costs required to complete the project and the Developer shall deposit additional sums with the City.

16. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Improvements or any other work or undertaking required by this Agreement ("Event of Default"), and such Event of Default continues for 30 days after the City provides notice to the Developer of the nature of the default pursuant to the notice requirements in this Agreement,

or if such default cannot be cured within 30 days, after such time period as may be reasonably required to cure the default provided that Developer is making a good faith effort to cure said default, 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 Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the Property to recover the costs thereof, provided, however. 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.

17. 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 the Improvements, public liability and property damage insurance covering personal injury, including death, 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 \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

18. Floodplain Regulations. No structures, including fences and accessory structures, may be constructed within the Development 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. Additionally, all required work within the floodplain, including filling in existing floodplain, along with the excavation required to provide compensatory floodplain storage, shall be completed by the Developer in accordance with the Plans.

19. No Building Permits Approved; Certificates of Occupancy. a) Approvals granted to date by the City regarding the Development do not include approval of a building permit for any structure. 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 Development. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

b) No building permit shall be issued for any structure within the Development until all streets, except for the final wear course of bituminous, and all utilities have been completed.

c) No certificate of occupancy shall be issued for any structure unless prior thereto the lot has been graded and all landscaping installed in accordance with the Plans, the driveway and parking has been installed, the footing drain tile or sump pump is discharging in an approved location, the water service valve is in proper working order and an as built survey has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount

to ensure completion of the work during the following construction season.

20. Clean up and Dust Control. The Developer shall clean on a daily basis dirt and debris from streets within and adjoining the Development resulting from construction work by the Developer, its contractors, agents or assigns. Prior to any construction on the Property or adjacent areas, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction of the Development.

21. Compliance with Laws. The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Development. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall, among other remedies available to the City, be grounds for denial of building permits on the Property.

22. Agreement Runs with the Land. This Agreement shall run with the Property 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 successors in title may be responsible for certain obligations under this Agreement as required by the City. Upon request by Developer or its successors or assigns, the City will issue a certificate in recordable form which certifies the extent which the Developer is in compliance with the terms of this Agreement, and if Developer has fully complied with and completed all terms of this Agreement, releasing Developer from this Agreement. As of the date hereof, the Developer warrants that to Developer's actual knowledge, there are no unrecorded encumbrances or interests relating to the Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

23. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs incurred to the extent arising from a breach of this Agreement by the Developer or any negligent or intentional act or omission of the Developer. 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 intentional acts or gross negligence by the City.

24. 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.

25. 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: | Gregory S. Taylor<br>Nadine R. Taylor<br>1106 Colombine Dr., PO Box 59<br>Marshall, MN 56258 |
|---------------------|----------------------------------------------------------------------------------------------|

b) as to City: City of Marshall  
344 W Main St.  
Marshall, MN 56258  
Attention: City Administrator

with a copy to: Pamela Whitmore  
Kennedy & Graven  
700 Fifth Street Towers  
150 South Fifth Street  
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. The Developer shall notify the City if there is any change in its name or address.

26. 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.

27. 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.

28. 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.

\*\*\*\*\*

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

CITY OF MARSHALL

By: \_\_\_\_\_  
Robert Byrnes, Mayor

By: \_\_\_\_\_  
Sharon Hanson,  
City Administrator

STATE OF MINNESOTA    )  
                                      ) ss.  
COUNTY OF LYON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Robert Byrnes, the mayor of the City of Marshall, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
                                      ) ss.  
COUNTY OF LYON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Sharon Hanson, the city administrator of the City of Marshall, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

THE DEVELOPER:

By: \_\_\_\_\_  
Gregory S. Taylor, an individual

By: \_\_\_\_\_  
Nadine R. Taylor, an individual

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

      This instrument was acknowledged before me on \_\_\_\_\_ 2026, by  
\_\_\_\_\_, an individual.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

      This instrument was acknowledged before me on \_\_\_\_\_ 2026, by  
\_\_\_\_\_, an individual.

\_\_\_\_\_  
Notary Public

This document drafted by:

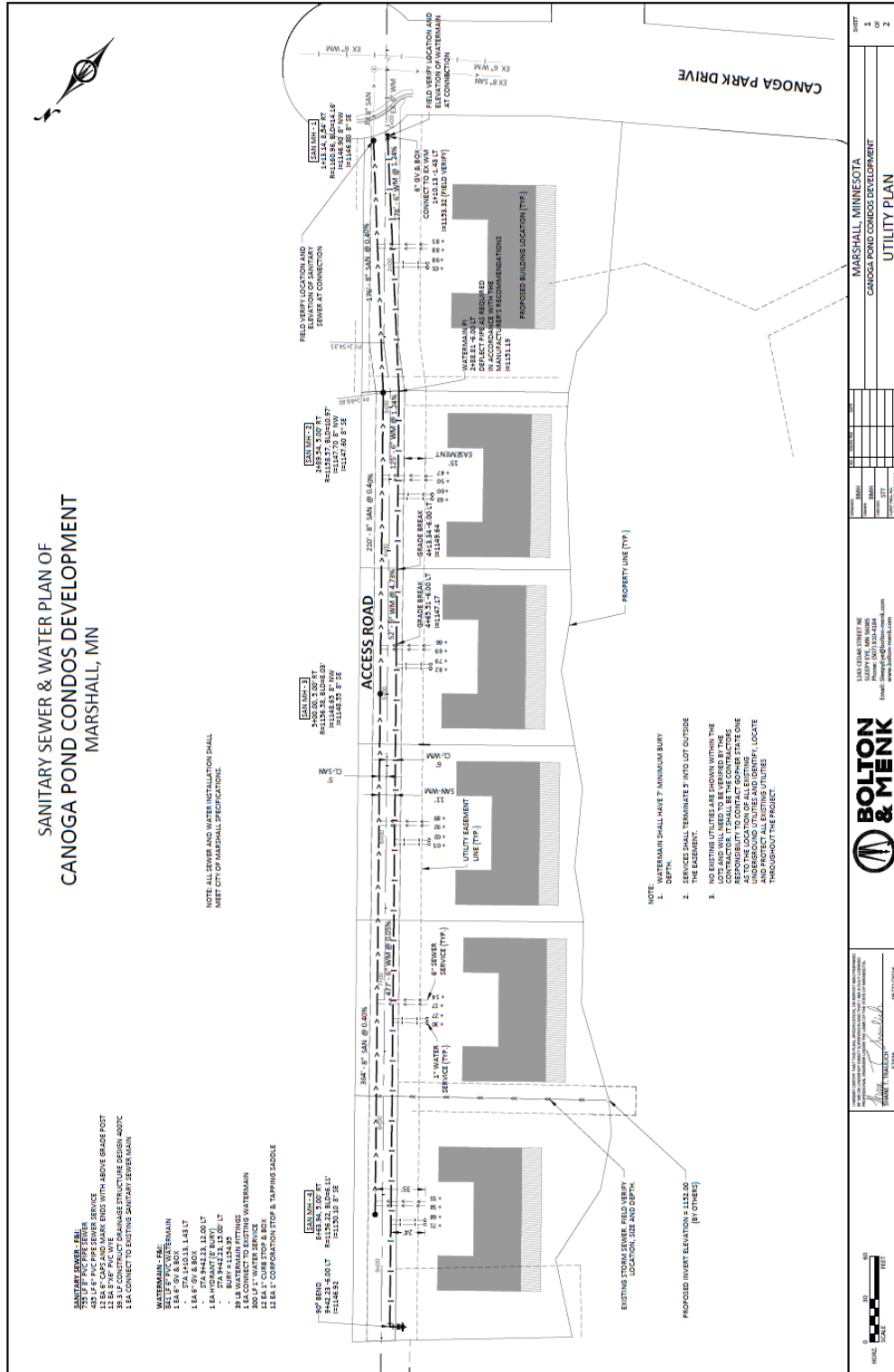
Kennedy & Graven, Chartered  
(PJFW)  
700 Fifth Street Towers  
150 South Fifth Street  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE PROPERTY**

Wilke Miller Buesing Sixth Addition, Block One, Lots 1-6, City of Marshall, Lyon County, Minnesota.

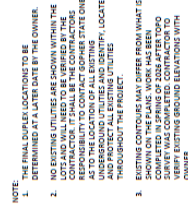
## PLAN DOCUMENTS





NOTE: ALL GRADING AND EROSION CONTROL ITEMS SHALL MEET CITY OF MARSHALL SPECIFICATIONS

**EROSION CONTROL - F&B:**  
 1 ACR PERMANENT SEEDING OR TEMPORARY SEEDING  
 (INCLUDES SEEDING, FERTILIZER, AND HYDRAULIC MULCH MATRIX)  
 3 ACR 1750 ST EROSION CONTROL BLANKET  
 1 EA STABILIZED CONSTRUCTION EXIT  
 3000 LF SILT FENCE, TYPE MS  
 150 LF SEDIMENT CONTROL LOG  
 1 EA INLET PROTECTION



CUT = 2,709 CY  
FILL = 3,153 CY

1243 CEDAR STREET NE  
SLEEPY EYE, MN 56085  
Phone: (507) 830-4184  
E-Mail: [Sleepyeye@bolton-memk.com](mailto:Sleepyeye@bolton-memk.com)  
[www.bolton-memk.com](http://www.bolton-memk.com)

SHEET 2 OF 2

**EXHIBIT C TO  
DEVELOPMENT AGREEMENT**

**STORMWATER MANAGEMENT AND MAINTENANCE/  
BEST MANAGEMENT PRACTICE (BMP) FACILITIES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Gregory S. Taylor and Nadine R. Taylor, husband and wife, hereinafter called the “Developer”, and the City of Marshall, Minnesota, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property legally described on Exhibit A attached hereto, hereinafter referred to as the “Property, a copy of which is marked as Exhibit A and attached hereto”; and

WHEREAS, the Developer is proceeding to build on and develop the Property; and

WHEREAS, the Developer’s site plans for Wilke-Miller-Buesing Sixth Addition and all other documents related thereto, hereinafter called the “Plan”, which are expressly made a part hereof as approved or to be approved by the City or its Housing and Redevelopment Authority (Authority), provide for the detention/retention of surface water/stormwater within the confines of the Property; and

WHEREAS, the City and the Developer, its successors and assigns, agree that the health, safety, and welfare of the residents of the City require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, shall adequately maintain the stormwater management/BMP facilities in accordance with their Stormwater Maintenance Plan. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City’s Surface Water Maintenance Inspection Report form is to be used to establish that the facility is in good working condition and is acceptable to the City.
3. The Developer, its successor and assigns, shall inspect the stormwater management/BMP Facilities annually and shall be responsible for the payment of any associated costs resulting from said inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the City of Marshall Surface Water Management Ordinance and the MS4 permit.

4. The Developer, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Developer, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Developer, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps deemed necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the inspection report. The City may charge the costs, including assessing the City's costs, to the Developer's property taxes of such repairs, to the Developer, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land other than the Developer's "Property" as defined above. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Developer agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences thereof from the Developer's stormwater management/BMP facility. The Developer, its successors and assigns, expressly agree to defend and hold the City harmless from any such third-party claim.
6. The Developer, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and will comply with all federal, state, and local regulations relating to the disposal of material.
7. **In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.**
8. This Agreement imposes no liability of any kind whatsoever on the City and the Developer agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of Lyon County, Minnesota and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

## DEVELOPER

By \_\_\_\_\_  
Gregory S. Taylor

By \_\_\_\_\_  
Nadine R. Taylor

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a corporation under the Laws of the State of Wisconsin, on behalf of said corporation.

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Notary Public

By \_\_\_\_\_  
Robert J. Byrnes  
Its Mayor

By \_\_\_\_\_  
Steven Anderson  
Its City Clerk

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Robert J. Byrnes and Steven Anderson, the Mayor and City Clerk, respectively, of the City of Marshall, Minnesota, on behalf of the City.

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**EXHIBIT A**  
**PROPERTY**

Wilke Miller Buesing Sixth Addition, Block One, Lots 1-6, City of Marshall, Lyon County, Minnesota.

**EXHIBIT D TO  
DEVELOPMENT AGREEMENT  
IMPROVEMENT COST ESTIMATE**

|    |                                                          |      |             |              |
|----|----------------------------------------------------------|------|-------------|--------------|
| 1  | 2021.501/00010 (LS) MOBILIZATION                         | 1    | \$20,000.00 | \$20,000.00  |
| 2  | 2503.603/00108 (L F) 8" PVC PIPE SEWER MAIN              | 755  | \$82.00     | \$61,910.00  |
| 3  | 2503.603/00104 (LIN FT) 6" PVC PIPE SEWER SERVICES       | 435  | \$73.00     | \$31,755.00  |
| 4  | 2503.602/13402 (EACH) 8"X6" PVC WYE                      | 12   | \$650.00    | \$7,800.00   |
| 5  | 2506.503/02420 (L F) CONST DRAINAGE STRUCTURE DES 4007C  | 39.3 | \$875.00    | \$34,387.50  |
| 6  | 2503.602/00042 (EACH) CONNECT TO EXISTING SANITARY SEWER | 1    | \$1,500.00  | \$1,500.00   |
| 7  | 2504.603/02006 (L F) 6" PVC WATERMAIN                    | 836  | \$67.00     | \$56,012.00  |
| 8  | 2504.602/00806 (EACH) 6" GATE VALVE & BOX                | 2    | \$3,100.00  | \$6,200.00   |
| 9  | 2504.602/00020 (EACH) HYDRANT                            | 1    | \$8,100.00  | \$8,100.00   |
| 10 | 2504.602/00203 (EACH) 6" 90 BEND                         | 1    | \$725.00    | \$725.00     |
| 11 | 2503.602/00042 (EACH) CONNECT TO EXISTING WATERMAIN      | 1    | \$1,000.00  | \$1,000.00   |
| 12 | 2504.602/00006 (EACH) 1" WATER SERVICE (COMPLETE)        | 12   | \$1,600.00  | \$19,200.00  |
|    |                                                          |      |             | \$248,589.50 |
|    |                                                          |      |             |              |