

RESOLUTION NO: 22-27

TOWN OF BALDWIN
COUNTY OF SHERBURNE, MINNESOTA

GENTLE WINDS
FINAL PLAT APPROVAL AND
AUTHORIZATION TO EXECUTE AGREEMENTS

WHEREAS, Chendy, Inc. (the "developer") is proposing to subdivide property identified as 01- 035-2200 described by Exhibit A; and

WHEREAS, the Baldwin Township Board of Supervisors approved a preliminary plat subject to conditions for the subdivision at their meeting on 1 August 2022; and

WHEREAS, the developer has submitted application for ^{final} preliminary plat approval to be processed in accordance with Section XX-3-3.C of the Subdivision Ordinance; and

WHEREAS, Section XX-11-5 of the Subdivision Ordinance requires the developer to enter into a development contract to provide the Town construction and warranty securities for the public and private improvements and to provide the Town various remedies in the event that the developer breaches the terms and conditions of said agreement; and

WHEREAS, the Planning Report dated 31 August 2022 prepared by the Town Planner, The Planning Company, LLC, is incorporated herein by reference; and

WHEREAS, the Town Board considered the application at a special meeting on 6 September 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF BALDWIN TOWNSHIP, MINNESOTA THAT:

A. The final plat of Gentle Winds is hereby approved, subject to the following stipulations:

1. Construction on all lots shall comply with the following setback requirements:

A. Front Yard or Side Yard Abutting a Public Road:	
Township Road:	50 feet
B. Side Yard (except as allowed by Section XX-51-5.A):	20 feet
C. Rear Yard:	25 feet

2. Right-of-way dedication for 285th Avenue and 112th Street shall be subject to review and approval of the Town Engineer.
 3. Driveway access to individual lots shall comply with the Town Right-of-Way Ordinance.
 4. Subsurface Sewage Treatment Systems and well utilities for each lot shall be subject to review and approval of the Building Official.
 5. All grading, drainage, and erosion control plans shall be subject to review and approval of the Town Engineer.
 6. The developer shall execute a stormwater maintenance agreement for the final plat, subject to review and approval of the Town Attorney.
 7. The developer shall execute a grading agreement for the final plat, subject to review and approval of the Town Attorney.
 8. All easements shall be subject to review and approval of the Town Engineer.
 9. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land of \$6,000 to the Town prior to recording of the final plat.
 10. The final plat shall be subject to review and approval of the County Surveyor.
 11. The final plat shall be recorded within 120 days of Town Board approval or such approval shall be void.
- B. The Grading Agreement drafted by the Town Attorney attached hereto between Baldwin Township and Chendy, Inc. is hereby approved in form subject to modification of fees, charges, and securities as approved by Town staff.
- C. The Stormwater Maintenance Agreement drafted by the Town Attorney attached hereto between Baldwin Township and Chendy, Inc. is hereby approved in form subject to modification of fees, charges, and securities as approved by Town staff.
- D. The Town Board Chair and Town Clerk/Treasurer are hereby authorized to sign the final plat and execute the agreements on behalf of Baldwin Township.

ADOPTED by the Town Board of Baldwin Township this 6th day of September, 2022.

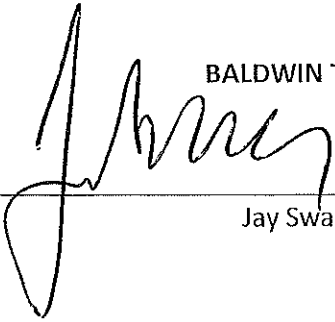
MOTION BY: *Lawrence*

SECONDED BY: *Hudson*

IN FAVOR: *Lawrence, Rush, Swanson, Hudson*

OPPOSED: *NONE.*

BALDWIN TOWNSHIP



Jay Swanson, Chair

ATTEST:



Cathy L. Stevens, Town Clerk/Treasurer

**EXHIBIT A
LEGAL DESCRIPTION**

The Northwest Quarter of the Northwest Quarter of Section 35, Township 35, Range 26, Sherburne County, Minnesota.

AND

That part of the South 98.00 feet of the Southwest Quarter of the Southwest Quarter of Section 26, Township 35, Range 26, Sherburne County, Minnesota, which lies East of the following described line:

Beginning at the Southwest corner of the East Half of said Southwest Quarter of the Southwest Quarter; thence Northerly, along the Northerly extension of the East line of the Northwest Quarter of the Northwest Quarter of Section 35, said Township 35, Range 26, Sherburne County, Minnesota, to the point of intersection with said North line of the South 98.00 feet of the Southwest Quarter of the Southwest Quarter; thence Northerly, to the Northwest corner of said East Half of the Southwest Quarter of the Southwest Quarter, and said line there terminating.

EXCEPT

The North Half of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 35, Township 35, Range 26, Sherburne County, Minnesota.

ALSO EXCEPT

The North Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 35, Township 35, Range 26, Sherburne County, Minnesota.