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DEVELOPMENT AGREEMENT

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17

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DEVELOPMENT AGREEMENT

RIVER BIRCH PLACE

Articles of agreement (hereinafter called the "**Agreement**") made and entered into this 28th day of August 2007, by and between W.W. Lange, LLC, (hereinafter called the "**Developer**"), and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, (hereinafter called the "**City**").

WITNESSETH:

WHEREAS, That part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-two (22), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Southeast ¼ Section; thence North 88°38'31" East, 245.52 feet along the South line of said ¼ Section; thence North 01°06'51" West, 60.00 feet to the point of beginning of the land to be described; thence North 01°06'51" West, 486.04 feet; thence South 88°38'31" West, 245.91 feet to a point on the West line of said ¼ Section; thence along the West line of said ¼ Section North 01°06'51" West, 467.88 feet; thence North 89°38'31" East, 525.87 feet; thence South 01°31'15" East, 209.75 feet; thence North 88°38'31" East, 174.30 feet; thence South 00°36'29" East, 622.14 feet; thence South 88°38'31" West, 73.90 feet; thence North 01°36'17" West, 1.85 feet; thence South 88°38'31" West, 120.70 feet; thence South 01°36'17" East, 141.68 feet; thence North 85°22'39" West, 258.49 feet to the point of beginning.

WHEREAS, the Planning Commission on June 21, 2004, and the Common Council on July 13, 2004 (Ordinance 2004-1107) granted rezoning plan approval to the proposed development plan; and

WHEREAS, the Planning Commission on June 18, 2007, and the Common Council on August 14, 2007 (Ordinance 2007-1226) granted an amendment to the proposed development plan

WHEREAS, the City Engineer's report, attached hereto as Exhibit B, identifying the public improvements and other conditions necessary to this development, and

WHEREAS, Section 236.13(2) of the Wisconsin Statutes and Section 3.16(7) of the Mequon Code of Ordinances provide that as a condition of approval, the City of Mequon shall require that the Developer make and install or have made and installed, any improvements reasonably necessary; and

WHEREAS, the Public Works schedule and budget of the City does not now include installation of the said improvements for the said development, and normally there would be a considerable delay in the installation of said improvements unless the instant Agreement were entered into; and

WHEREAS, the City believes that the orderly, planned development of said lands will best promote the health, safety, and general welfare of the community.

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties agree:

1. The area to be improved shall consist of that area designated in Exhibit D as River Birch Place in the proposed development plan granted Preliminary Plat approval by the Planning Commission.

2. Preliminary Plat approval will be granted within thirty (30) days of the completion of all the following:

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A. Submittal by the Developer to the Department of Community Development of a Preliminary Plat of the proposed development which meets all requirements of the Wisconsin Statutes and the Mequon Code of Ordinances, and which reasonably conforms to the development plan previously granted concept plan approval by the Planning Commission.

3. The improvements required shall be as described on Exhibit B.

4. The Developer will, at its expense, have plans and specifications prepared for the aforesaid improvements and such plans and specifications shall be submitted to the City Engineer for approval. The plans and specifications to be submitted are indicated in Exhibit C.

5. The Developer will contract for and have performed, at its expense, all of the improvements as described on Exhibit B. The City, as a condition of final certification by the City Engineer, will require that copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials for the installation of these improvements be filed with the City.

6. The Developer will pay for all costs incurred by the City in the review of the engineering plans, landscaping plans, inspection of the construction and/or installation of the improvements, installation of street signs, and any other costs that may be incurred by the City in the installation of the improvements for this development. The Developer will pay the costs above enumerated within thirty (30) days after being billed by the City. Billing will be made periodically and/or monthly as the improvements are completed and as costs are incurred. Full cost will include labor, equipment, materials, engineering, inspection and overhead costs incidental to said work. Past due amounts on invoices generated by the City are subject to a one and one-half (1.5) percent per month penalty charge, computed from thirty (30) days after the date of the original invoice.

7. Upon certification by the City Engineer that all of the improvements enumerated in Exhibit B and as required by this document have been satisfactorily constructed, installed or escrowed in accordance with City of Mequon Zoning Code, inspected and found to be in compliance with City requirements and with the following conditions as described below, and that all other requirements of this Agreement have been complied with, Final Plat approval will be granted by the Common Council.

   A. The City Engineer shall only recommend Final Plat approval to the Planning Commission upon certification that all of the improvements enumerated in Exhibit B have been satisfactorily constructed or installed, completed and approved, and letter(s) of credit established as necessary.

   B. Final Plat recommendation shall be by the City Engineer, with the establishment of letter(s) of credit, for only the installation of the final asphalt surface course, street trees, open space landscaping and minimal site restoration. All other improvements must be complete.

   C. The Department of Community Development shall schedule Final Plat recommendation to the Planning Commission only upon certification by the City Engineer that all the improvements have been constructed, installed, and approved.

8. As a condition of Final Plat approval, the Developer will, at the time of Final Plat approval, make payment in full of all special assessments outstanding against the property described in Exhibit A, if any. No special assessments will be levied in connection with the development contemplated by this Agreement.

9. As a condition of Final Plat approval, the requirements of Section 3.16(9)(b) of the Mequon Code of Ordinances pertaining to the required dedication of land for park, recreation and general open space needs generated by the development, or alternate methods in lieu of dedication, will be complied with in the following manner:

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$600 per new unit (16 units) = $9,600.00

10. The following special provisions shall apply:

A. Easements are to be provided on the Plat for the use of the WE Energies, SBC, Cable T.V. and other utilities for provision of services. The Developer shall provide proof of payment for installation prior to Final Plat approval.

B. Underground utility installations shall be made without any street pavement removal, unless otherwise specifically approved.

C. A building permit may be issued for two (2) principal structures (models) prior to the Final Plat being approved and recorded. The Developer agrees and understands that the transfer of title to any unit in this development may not take place until after final certification by the City Engineer that the terms of this Agreement have been complied with and the Final Plat is approved and recorded.

D. The title to the sanitary sewer system, fire protection water supply, streets and all other public improvements as described in Exhibit B, and the land on which they stand, unless located within a dedicated public easement, shall been given in fee simple by the Developer to the City of Mequon, upon recording the Final Plat, as provided by State Statutes, and without recourse, and free and clear of all encumbrances and with access provided from a dedicated street, where necessary.

E. The improvements enumerated in Exhibit B shall be installed in strict accordance with the requirements of the City of Mequon and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or representative.

F. The Developer agrees that it shall be fully responsible for all improvement facilities and appurtenances thereto during the period of the improvement construction and that such damages as may occur to these facilities during this period shall be replaced or repaired by the Developer.

G. No topsoil shall be removed from the subdivision development. The Developer shall not disrupt topsoil where it is unnecessary.

H. The covenants, conditions and restrictions recorded against the property described on Exhibit A shall prohibit future property owners from removing any berms, landscaping or amenities installed on this site as a condition of landscaping, open space, grading or drainage plans without express written consent from the City Engineer and by action of the Planning Commission.

I. Lot owners seeking a building permit are hereby notified that they will be charged an "impact fee" pursuant to the requirements of Section 3.19(9) of the Mequon Code of Ordinances which payment is due prior to obtaining a building permit. The parties understand and acknowledge at this time that the City retains full right and authority to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future, such that the resultant impact fee amounts in effect from time to time may differ from the impact fee assessment which is currently in effect as of the date of this Agreement, and that such modifications and amendments are not susceptible of determination at this time."

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11. The Developer shall not be released or discharged from the obligations assumed under this Agreement until final inspection and approval of all improvements above enumerated has been granted by the City Engineer in writing.

12. The Developer hereby agrees that the costs and value of said improvements will become an integral value of the abutting lots and that no future lot assessment will be made on behalf of the Developer.

13. Provisions of this Agreement which may specify design criteria for required improvements are subject to change by the City Engineer, on a phase-by-phase basis (so long as those changes do not affect improvements already completed and approved in previous phases), for the purpose of reflecting the most up-to-date design standards for required improvements. The design standards in effect at the preliminary approval shall apply to all improvements for a period of two (2) years.

14. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 236.13(2) of the Wisconsin Statues.

15. This Agreement shall be binding upon the heirs, successors, executors, and assigns of the parties hereto.

16. If the Final Plat conforms substantially to the Preliminary Plat as approved, including any conditions of that approval and to local plans and ordinances adopted as authorized by law, it is entitled to approval. If the Final Plat is not submitted within six (6) months of the last required approval of the Preliminary Plat, any approving authority may refuse to approve the Final Plat. The Final Plat may, if permitted by the approving authority, constitute only that portion of the approved Preliminary Plat, which the subdivider proposes to record at that time. The Preliminary Plat shall be deemed an expression of approval or conditional approval of the layout submitted as a guide to the preparation of the Final Plat that will be subject to further consideration by the Planning Commission at the time of its submission.

17. In accordance with section 3.16 (4)(C)(5), if the Developer fails to commence construction within two (2) years of Agreement approval, then the development agreement shall become null and void.

FOR THE COMMON COUNCIL

Christine Nuernberg

Christine Nuernberg, Mayor

Lee Szymborski, City Clerk

OWNER(S)

W.W. Lange , LLC,

Wally Lange

Wally Lange, Managing Member

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this 10 day of September, 2007, the above named Christine Nuernberg, Mayor and Lee Szymborski, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

REBECCA M. ALLEN NOTARY PUBLIC STATE OF WISCONSIN

Rebecca Allen

Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 4-27-08

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EXHIBIT A

DEVELOPMENT AGREEMENT

Development Title - **River Birch Place**

DESCRIPTION OF AREA INCORPORATED IN THE SAID DEVELOPMENT:

LEGAL DESCRIPTION

That part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-two (22), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Southeast ¼ Section; thence North 88°38'31" East, 245.52 feet along the South line of said ¼ Section; thence North 01°06'51" West, 60.00 feet to the point of beginning of the land to be described; thence North 01°06'51" West, 486.04 feet; thence South 88°38'31" West, 245.91 feet to a point on the West line of said ¼ Section; thence along the West line of said ¼ Section North 01°06'51" West, 467.88 feet; thence North 89°38'31" East, 525.87 feet; thence South 01°31'15" East, 209.75 feet; thence North 88°38'31" East, 174.30 feet; thence South 00°36'29" East, 622.14 feet; thence South 88°38'31" West, 73.90 feet; thence North 01°36'17" West, 1.85 feet; thence South 88°38'31" West, 120.70 feet; thence South 01°36'17" East, 141.68 feet; thence North 85°22'39" West, 258.49 feet to the point of beginning.

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EXHIBIT B

CITY OF MEQUON

WISCONSIN

* * * * *

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CITY ENGINEER'S REPORT

DEVELOPMENT TITLE: **RIVER BIRCH PLACE**

The proposed development plans granted concept approval by the Planning Commission have been reviewed by the Engineering Division and this report is hereby submitted in accordance with the procedural requirements established by the Common Council.

The following public works improvements and conditions are necessary:

1. Sanitary Sewer System

   a. Installation of a sanitary sewer system designed to meet the ultimate needs of this development, in accordance with the City's sanitary sewer system plan. Installation of one sewer lateral from the sanitary sewer main to each proposed lot.

   b. Connection to the existing sanitary sewer shall be done in accordance with the City's specifications.

2. Water Supply System

   a. Design and installation of a water supply and distribution system for the proposed development with mains, hydrants, valves and laterals for each lot, shall be in compliance to the We Energies Water Specifications.

   b. Connection to the We Energies Water Service system in accordance with the We Energies Franchise agreement.

3. Fire Protection Water Supply

   a. Water for fire protection will be supplied by the We Energies water system,

4. Grading

   a. The developer shall submit a master site grading plan. The Developer shall grade the lots in conformance with the approved grading and drainage plan. The future owners/builders who construct the residence shall be responsible for siting the residence, rough and fine grading the building pad to comply with the master grading plan.

   b. Rough grade as necessary to establish lot grades in accordance with future building grades, topsoiling, seeding and mulching, as required to all exposed ground surfaces to prevent erosion.

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c. The Developer shall provide separate detail and soil analysis by a competent soils engineer for lots requiring fill. The results shall be made available to the City Engineer prior to final plat approval.

d. The grading plan shall include proposed finished yard grades. Certification will be required to within six (6) inches of finish yard grade.

e. Grading will be kept to a minimum.

f. The Developer is responsible for topsoiling, seeding and mulching, as required to all exposed ground surfaces to prevent erosion.

g. The Developer shall be responsible for topsoiling, seeding and mulching all exposed ground surface and damage caused by his utility contractors.

5. Storm Drainage System

a. Installation and construction of a complete storm drainage system, including stormsewer, culverts, curb and gutter, and open ditches as required to adequately drain the surface water from and through the development. Erosion protection and minimum velocity design shall be provided for in the storm drainage system design. All areas adjacent to existing and proposed roadways shall be restored to conform with the approved roadway cross-section.

b. Additional considerations will be required on all ditch slopes exceeding five percent (5%). All roadside ditches or drainage easements shall have a minimum one percent (1%) slope. Areas less than one percent (1%) will require further analysis.

c. The development will be required to provide on-site stormwater detention and demonstrate to the City Engineer that the development will comply with the City's stormwater ordinance and MMSD Chapter 13 rules and regulations.

d. The Developer shall submit hydrologic calculations for the 2, 10 and 100 year development conditions.

e. The Developer shall provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, the retention pond must demonstrate that the 2, 10 and 100 year discharge rate will be less than pre-settlement conditions.

f. Six (6) inch PVC sump lines must be installed to pick up sump discharge to all lots that do not have roadside ditches. All sump lines will discharge into a storm sewer or another location approved by the City Engineer.

g. Detention Basin/Pond Maintenance Agreement:

The following requirements are applicable to this development and conditions of approval of the Preliminary Plat and the development agreement, pertaining to detention basin/pond maintenance.

1. Detention basin/pond shall be maintained and cared for by the Developer and subsequently, at such time as the Developer passes control of the subdivision and responsibility for general subdivision maintenance to the (Homeowners Association), it shall be maintained by the Association.

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2. If, in the opinion of the City of Mequon, either the Developer (in keeping with the limitations upon its responsibility as expressed below) or the Association fail to maintain such detention basin/pond, and/or the owner of the remainder of the open space shall fail to maintain it, the City is authorized to give the Developer and/or the Association written notice requiring either or both within thirty (30) days thereafter, to cure the failure and to maintain and to provide the required care. If the Developer (in keeping with their limitations upon its responsibility as expressed below) or the Association fails to comply with the demands of the notice, the City shall have the right to provide the required maintenance and to include in the annual tax bill for each unit in this development a proportionate share of the cost of such maintenance.

3. Developer covenants and the City acknowledges that this development, Homeowners Association will be created or caused to be created by the Developer as a non-profit, non-stock, Wisconsin corporation; the members of which will be the individual owners of the units in this development.

   The City further acknowledges that the Developer intends to impose through agreement the above referenced maintenance responsibilities prior to the sale by the Developer of all the units in this Development. The Developer shall have no further responsibility for such maintenance, only after arms length sale of all the lots/units by the Developer.

4. The Developer/Association agrees, at its expense, to provide normal, visual and customary cleaning and maintenance to the detention basin(s), lake(s), and pond(s) located in this Development, which may include weed and algae control, bank stabilization, outlet structure (including trash rack), dredging and biological control.

5. Dredging of the detention basin/pond requires approval under Section 30.20 Wisconsin Statutes, a permit to remove materials from the bed of a pond ultimately connected to the Milwaukee River from the Wisconsin Department of Natural Resources (WDNR).

6. The application of EPA/State Registered Chemicals to detention basins/ponds or lakes is regulated the WDNR. With few exceptions, a permit must be filed with, and approved by the WDNR, prior to chemical treatment. In certain circumstances, a representative of the Department will monitor or supervise the chemical treatment. Contact the Department for additional information.

7. The detention basin(s)/pond(s) shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall be responsible to recertify the detention basin(s)/pond(s) as a condition of transferring ownership to the Homeowners Association.

8. The Developer shall establish a Drainage Letter of Credit in the amount of $4,000.00/unit. The Letter of Credit will extend for a period of five (5) years from the Common Councils approval of the Final Plat. The Developer, as a condition of releasing the Letter of Credit, shall have the detention basin(s)/pond(s) recertified. The Developer is responsible to rectify any deficiencies. After certification by the developer at expiration of the Letter of credit and approval by the City Engineer, the maintenance and inspection shall be transferred to the Homeowners Association.

   The detention basin(s)/pond(s) shall be inspected in compliance with the Inspection Report Form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Homeowners Association and City Engineer for review and approval. Specific areas shall include, but not limited to:

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- Pond Containment Berms are Stable and Free of Animal Burrowings
- Detention Storage Volume
- Erosion
- Vegetative Cover
- Sediment Accumulation
- Trash Rack/Culvert Functions
- Outlet Flow
- High Water Level
- Water Surface Elevation at time of Survey
- Normal Pond Water Level
- Emergency Overflow

9. The City Engineer has the authority to stop work, amend, or alter remediation measures to the detention basin/ponds. Failure to comply will result in the issuance of a municipal citation in an amount prescribed by law, not less than Thirty Dollars ($30.00) nor more than Five Hundred Dollars ($500.00), and the costs to prosecute for each violation. Each day a violation exists shall constitute a separate offense.

10. Upon seventy five percent (75%) of the lots within this development being sold, a Homeowners Association shall be created.

11. This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

This agreement shall be recorded with the Ozaukee County Register of Deeds office. The Development covenants and restrictions shall include this language and not by reference.

6. Erosion and Run-off Control

a. Installation and construction of improvements in the proposed development shall be done in conformance with the City in cooperation with the Ozaukee County Land Conservation Guidelines (SCS) and Department of Natural Resources "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements, with respect to erosion and sedimentation control. Temporary stormwater quality measures during construction activities shall include, as a minimum, the installation of silt fence and temporary sediment basins.

b. The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or designated agent. The City may request temporary mulching if ground is exposed for more than seven (7) days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established Best Management practices. The City will decide what situation is appropriate for sod and will determine the sediment trap method to be used.

c. The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

d. Excavated soil shall not be allowed to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

e. The surface of exposed bare soils shall be protected by mulches or by temporary annual grasses, or erosion matting.

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f. The Developer will periodically inspect and maintain any measures utilized above. All erosion control devices shall be inspected after each rain event.

7. Streets

a. Construction of a twelve (12) inch road base consisting of seven (7) inches of one and one-half inch (1 ½") crushed stone base course and five (5) inches of ¾" T.B. for all new streets. The initial surface shall consist of two and one-half inches (2 ½") of bituminous binder course. The roads shall be constructed to the City's typical cross-section and in accordance with the City's standard specifications for land development.

b. An additional one and one-half inch (1 ½") asphalt surface course is to be placed within three (3) years, or at such time mutually agreed upon in writing between the Developer and the City Engineer. The Developer shall provide an estimate of the final surface course and shall provide the City with a Letter of Credit. The estimate shall include inspection, shouldering, road failures, base repairs, curb repair or replacement, and defects and utility adjustments.

c. Should the money in the account be inadequate to defray the cost of surfacing to include inspection, shouldering, road failures, base repairs, curb repair replacement, and defects and utility adjustments, the developer shall make up any shortage of funds.

d. The Developer shall provide to the City a cash deposit or letter of credit to provide security for compensation to the City for wear and tear and accelerated deterioration of City streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the approved development.

Prior to commencement of any construction activity, the Developer shall establish with the City a Letter of Credit, for road damage, in the amount equal to $1,000 per residential unit in the proposed development. Prior to the commencement of any construction activity, the following provisions shall be complied with.

1) The Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the development. The Developer shall agree to confine the movement of his construction equipment to the approved route unless approved otherwise by the City Engineer or Public Works Director.

2) Prior to commencement of construction, the City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or SCR, shall be used as the base line for establishing the level of damage that occurs as a result of the development.

3) At the conclusion of the construction activity and prior to the recording of the final plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route.

4) Based upon the post SCR as compared to the pre SCR, a loss of road service life as a result of the Developer's increase in traffic loading, can be calculated. The amount of service life loss will be determined in accordance with the following table.

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TABLE 1

Loss in SCR	Loss of Service Life (Yrs)
.5	1
1.0	3
1.5	4
2.0	6
2.5	7
3.0	9
3.5	10
4.0	12
4.5	13
5.0	15

5) The Developer will then be responsible for reimbursement to the City from the Letter of Credit for the loss of service life to its roads in accordance with the following equations. Any shortfall or overage in the Letter of Credit shall be paid to the City or refunded to the Developer in accordance with Paragraph 6 below.

$$\left(\frac{x}{y} \bullet z\right) \bullet L = \$$$

x = Loss of road service life in years from Table 1
y = Avg road life = 20 years
z = Cost of road reconstruction per mile = $118,000.00
L = Length of road as a fraction of a mile
$ = Dollar amount owed to City by Developer for accelerated deterioration of City roads as a result of his/her development

6) The value of "z" shall be calculated in January of each year and shall be based upon the average of the previous five years of City cost for the reconstruction of roads with the City of Mequon. Should a development span calendar years, the most current value of "z" shall be applied towards the calculation of the amount owed to the City for the accelerated deterioration of City roads as a result of the development. The value of "z" for calendar year 2004 is $118,000.00

7) Prior to the recording of final plat, the Developer will pay to the City the difference between the pre development escrowed amount or Letter of Credit amount and that calculated pursuant to Paragraph 5 above. Should there be excess funds in the road escrow account, those funds shall be promptly returned to the Developer.

The road amount and road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City of Mequon.

8. Landscaping and Open Spaces

a. A street tree plan shall be subject to the review and approval of the Tree Board and Planning Commission. Street Trees of not less than 3" diameter shall be planted at intervals of not more than thirty feet (30') on all street frontage in the development including frontage on existing and new streets. The total number of trees required shall be determined on the

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basis of the total street frontage divided by 30 feet. The location and planting configuration can vary. The species and installation of street trees shall conform to the street tree ordinance.

b. Landscape plans for the open space, public street cul-de-sac, private road entrance and detention pond buffering shall be designed by a licensed landscape architect and shall be reviewed and approved by the Planning Commission. The City may have a licensed landscape architect review the submitted. landscape plans.

c. Signage and entryway landscape plans shall be reviewed and approved by the Planning Commission.

d. Pedestrian and bike path plans shall address the public use of the paths and maintenance and shall be subject to the review and approval of the City Engineering Department.

e. A landscaping escrow equal to 125% of the improvement costs for installation of land -scape and hardscape amenities shall be submitted to the City Engineering Department. This Letter of Credit will be used by the City to construct the required improvements if the applicant does not install the required improvements within one year of the building permit being issued.

f. A Letter of Credit account equal to 25% of the landscape and hardscape amenities contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the Developer.

9. Miscellaneous

a. The Developer shall be responsible to restore and maintain all construction areas. Any trees, brush, shrubs or vegetative material to be removed shall first be approved by the City.

b. The Developer shall be responsible for maintaining and repairing all damage done to City streets and State highways as a result of excessive hauling operations and development construction.

c. The Developer shall be financially responsible for the installation of street signs. The City shall install said signs.

d. All construction shall conform to the "Standards and Specifications for Development Construction in the City of Mequon," latest edition.

e. Wetland boundaries, if applicable, shall be identified and marked in the field and verified by the Wisconsin Department of Natural Resources. The wetlands shall be identified on the plat.

f. The City Engineer may make changes to the approved plans and specifications for any of the improvements covered under this Agreement which are necessary to correct oversights, omissions, and errors to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at his expense without any claim for reimbursement.

10. Inspection

The Developer shall be responsible to reimburse the City for all costs involved in the inspection of the installation/construction of improvements in the development and preparation of record drawings for City files. The inspection shall be conducted by the City or authorized agent contracted by the City. The Developer shall be periodically invoiced for inspection services.

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11. Special Provisions

a. The Development process shall strictly conform to the conditions set forth in the Development Agreement. Request for final plat approval is subject to Engineering Department certification that all improvements required to be installed have been completed and approved. The City will accept Letters of Credit for completion of restoration, seeding, street tree installation.

b. A $64,000.00 letter of credit, approved by the City Attorney, (based on 16 plex condominiums @ $4,000.00/unit) shall be established by the developer to be used in the event future drainage problems occur as a result of this development. The terms of the letter of credit shall be subject to the City Attorney's review and approval with the term not to exceed five (5) years from the date of final plat approval.

Date: 8/7/07

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EXHIBIT C

CITY OF MEQUON
WISCONSIN
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ENGINEERING DEPARTMENT
DEVELOPMENT AGREEMENT

DEVELOPMENT TITLE: RIVER BIRCH PLACE

Plans and specifications to be submitted to the City Engineer shall be done in accordance with the City's standard specifications.

1. **Streets**

   a. Street plans including plan and profile view, road cross-section and specifications. Plans must show any storm drainage details such as inlet and flow line elevations, locations and sizes of all pipe systems along roadways.

2. **Sanitary Sewer System**

   a. Installation of a sanitary sewer system designed to meet the ultimate needs of this development, in accordance with the City's sanitary sewer system plan. Installation of one sewer lateral from the sanitary sewer main to each proposed lot or unit.

   b. Connection to the existing sanitary sewer shall be done in accordance with the City's specifications.

3. **Water Supply System**

a. Installation of water supply and distribution system for the proposed development with mains, hydrants, valves and laterals for each lot or unit.

b. Design plans and specifications shall be done in accordance with the We Energies Franchise Agreement.

c. Construction and connection to the We Energies Water Service system shall be in accordance with We Energies Franchise agreement.

4. **Fire Protection Water Supply**

   a. Water fire protection will be supplied by We Energies Water Service.

5. **Grading and Drainage System**

   a. Grading and drainage plans showing 2' contours for both existing and proposed grades, proposed building pad grades, culverts or storm sewers. Cross-section and profiles of all drainageways and erosion protection as required, must be indicated on the plans and detailed.

   b. Drainage System Plan showing all tributary areas to the proposed subdivision drainage system and downstream analysis. Included on the system plan should be all proposed and existing drainage structures in the drainage system area.

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c. Site grading plan showing only minimum setback and offset dimensions, and proposed building grades.

d. Drainage easements must be shown by dimension and detailed cross-section.

e. Erosion Control Plan for land disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show location and dimensions of all construction site management measures to control erosion and sedimentation.

6. **Miscellaneous**

a. Submittal and Planning Commission approval of the appropriate stewardship plan conservation easement, maintenance agreement and street tree landscape plan.

b. If the storm system design includes underground piping a set of utility plans showing all plan and profile views of sanitary, water and storm sewer shall be used and kept current during all phases of construction.

c. Submittal of underground utility easements.

d. All sanitary, drainage, water and other utility easements must be shown on the plat. All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the developers expense. These documents shall be required at the time of final plat approval and approved by the City.

e. Submittal of a proposed driveway culvert size plan.

f. Sump pump discharge plan.

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EXHIBIT D

CITY OF MEQUON
WISCONSIN
* * * * *

ENGINEERING DEPARTMENT
DEVELOPMENT AGREEMENT

Development Title **RIVER BIRCH PLACE CONDOMINIUMS**

As a condition of final plat approval, the Developer, in accordance with the requirements of Section 58-640 of the Mequon Code of Ordinances, will make payment in full of the following sewer connection charge: $3,200.00 (16 dwelling units @ $200 per unit not served by sewer lines built or contracted by the City.) This charge will only be applied if the development is required to install a public sanitary sewerage system.