

**LAND DEDICATION AGREEMENT
EVERS DEVELOPMENT**

This Agreement is made by and between the Evers Family LTD Partnership (“Evers”) and the City of Appleton (“City”).

WHEREAS, Evers is the owner of certain lands; and

WHEREAS, the City and Evers desire to set forth their respective duties and responsibilities with respect to the development of the land and construction of Sequoia Drive; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. CITY

1.1 City shall be responsible for the installation of sanitary sewer, storm sewer and watermain in the Sequoia Drive right-of-way in 2020 as indicated by Area 1 “ROW” on the attached Exhibit A. The properties adjacent to Sequoia Drive shall not be assessed by the City for any costs for the installation of sanitary sewer, storm sewer or watermain infrastructure within the right-of-way of Sequoia Drive.

1.2 If Area 2 is served or annexed by City, and the City pays for the installation of sanitary sewer on the Evers property outside of Sequoia Drive as indicated conceptually by Area 2 “ROW” on attached Exhibit A to serve the area east of Sequoia Drive, then the costs would be recovered through connection fees at the time of development per the Assessment Policy in effect at the time of development.

1.3 City shall construct Sequoia Drive from the North Edgewood Estates Development to Broadway Drive with grade, gravel and temporary asphalt pavement in 2020 as indicated by Area 1 “ROW” on attached Exhibit A. The properties adjacent to Sequoia Drive shall not be assessed by the City for any costs for the grade, gravel and temporary asphalt to construct Sequoia Drive.

1.4 City shall construct stormwater conveyance in Area 1 east of Sequoia Drive and a stormwater pond on land south of the Evers property sized to address stormwater management water quality and peak flow control for Sequoia Drive and Evers property as shown as Area 1 on attached Exhibit A.

1.5 City shall assess for concrete pavement and sidewalk installation when such construction occurs, according to the City's Special Assessment Policy in effect at the time of construction. Concrete street paving will not be installed until over 75% of the developable lots abutting the street have homes constructed on them.

2. EVERS

2.1 Evers shall dedicate all land necessary for the 70' right-of-way extension of Sequoia Drive as indicated by Area 1 "ROW" on attached Exhibit A. Dedication of said land shall be at no cost to the City.

2.2 Evers shall grant to the City all easements necessary to construct stormwater conveyance to stormwater pond referenced in Section 1.4, as deemed necessary by the City.

2.3 If Area 2 is served by the City, then Evers shall dedicate to the City all land necessary for the City to construct sanitary sewer outside of Sequoia Drive right-of-way as indicated conceptually by Area 2 "ROW" on attached Exhibit A, as deemed necessary to facilitate development of the Evers property east of the quarry.

2.4 Evers shall pay for any and all costs associated with constructing an additional stormwater pond to serve land beyond that outlined in section 1.4 above.

2.5 Evers shall pay all costs associated with sanitary laterals, storm laterals and water services necessary to serve any development adjacent to Sequoia Drive. Upon request by Evers the City could install laterals in conjunction with work described in sections 1.1 and 1.2 above with all costs paid by Evers at the time of installation.

2.6 If Evers desires sewer service before 7/1/2026 for Area 1 "Developable (A)" including existing home at 3839 East Broadway Drive prior to sanitary sewer installation in Area 2 "ROW" as described in Section 1.2, then Evers shall be responsible for all costs associated with temporary lift station and forcemain. After 7/1/2026 the City would be responsible for all costs. City would maintain said lift station and forcemain until gravity system installed.

2.7 Evers shall annex all property per the Appleton/Little Chute Boundary Agreement as land is platted for development.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2019, Timothy M. Hanna, Mayor and Kami Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

APPROVED AS TO FORM:

James P. Walsh, City Attorney
City Law: A19-0841
Last Update: 11/14/2019

EVERS FAMILY LTD PARTNERSHIP

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2019,
_____ and _____, to me known to
be the persons who executed the foregoing instrument and acknowledged the same in the
capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

EXHIBIT A

LEGEND

