# DEVELOPMENT AGREEMENT

## City of Appleton | North Meadows Investment LTD
## Wilden Development

**THIS AGREEMENT**, made by and between the City of Appleton, Outagamie County, Wisconsin, a body politic and municipal corporation by its Common Council ("**City**"), and North Meadows Investment Ltd., a Wisconsin corporation ("**Developer**"), which is the owner and developer of certain property lying within the city of Appleton.

## RECITALS

**WHEREAS**, the Developer has proposed to develop the Wilden Portfolio Park Development ("Wilden" or the "Proposed Development"), a mixed-use subdivision on property owned within the corporate limits of the City described in ***Exhibit 1*** attached hereto; and

**WHEREAS**, Chapter 17 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

**WHEREAS**, a "Preliminary Plat" of Wilden, shown in ***Exhibit 2*** attached hereto, was conditionally approved by the Common Council on June 18, 2025; and

**WHEREAS**, a "Final Plat" of Wilden, shown in ***Exhibit 4*** attached hereto, has been submitted to the City for review and comment; and

**WHEREAS**, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities between the City and the Developer for on-site and off-site public improvements and fees in connection with the proposed subdivision; and

**WHEREAS**, the City and the Developer, for their mutual benefit, desire to set forth their respective duties and responsibilities with respect to the Proposed Development and have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed subdivision.

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

## ARTICLE I.
## REPRESENTATIONS AND WARRANTIES

1.01 The City represents and warrants to Developer that the City has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

1.01.01 The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.

1.01.02 When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

1.01.03 The City further represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter at the time of this Agreement. The City agrees that the provision of parks, trails, complete streets, and platting shall comply with the adopted City plans and policies in existence as of the date this Agreement was executed. Relevant City plans include the Complete Streets Guide and policy, the Official Map, the Comprehensive Outdoor Recreation Plan, the Trails Master Plan, and the City Comprehensive Plan – *Plan Appleton*.

1.02 The Developer represents and warrants to the City that Developer is a Wisconsin corporation, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transactions contemplated by this Agreement have been taken in accordance with applicable law.

1.02.01 The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's governing documents or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over

Developer or its properties.

## ARTICLE II.
## DEVELOPER RESPONSIBILITIES

2.01 The Developer shall be responsible for the installation of the following (collectively, the "Infrastructure"):

2.01.01 Sanitary sewer mains, manholes and laterals;

2.01.02 Water mains, valves, hydrants, hydrant leads, fittings and services;

2.01.03 Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals;

2.01.04 Storm water facilities necessary to meet storm water management requirements for the Proposed Development;

2.01.05 Street excavation and graveling, terrace seeding, lot filling and grading and seeding;

2.01.06 Temporary asphalt, temporary curbs and temporary curb ramps;

2.01.07 Sidewalks, side paths, and trails; and

2.01.08 All other private infrastructure required for the Proposed Development not specifically set forth in this Agreement. For clarity, the private infrastructure referred to in this paragraph is not included in the definition of "Infrastructure".

2.02 The Developer shall provide an estimate for the Infrastructure, subject to the City's review and approval, prior to the installation of the Infrastructure for Wilden. In order to ensure the safe completion of the Infrastructure to a reasonably sufficient condition, and in addition to any requirements under the TIF Agreement, the Developer agrees to provide the following:

2.02.01 The Developer has agreed to provide, and the City shall have the right to draw upon, the letter of credit (LOC) in the amount of Eleven Million Dollars ($11,000,000) as permitted in accordance with that certain Tax Incremental Development Agreement between the City and the Developer dated July 29, 2026 (the "TIF Agreement"), the terms of which are incorporated herein by

reference.

2.02.02 During the term of this Agreement, the Developer shall be obligated to ensure that, in the event the City draws on the LOC in accordance with this Agreement, or the TIF Agreement, the LOC will be replenished by the Developer so that the City has eleven million dollars ($11,000,000) of security for carrying out the obligations under this Agreement.

2.02.03 The Developer shall provide, immediately following each funded draw request required to pay for the Infrastructure required hereunder, pay applications establishing the use of funds for public infrastructure to the City Engineer.

2.02.04 Upon the closing of financing for the Development, Developer shall cause its lender to provide a verification of available funds sufficient to carry out performance under this Agreement, in a total of 120% of developer-funded Infrastructure costs in Exhibit 6, less the $11 million LOC.

2.03 The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (***Exhibit 5****)* for the Proposed Development, acknowledging and consenting to pay the Special Assessment levied by the City for the items in Sections 2.03.01 – 2.03.07 and 2.18 (the "City Work"), as set forth herein, that may be furnished and/or installed by the City.

An estimate of costs and associated special assessments to be paid by the Developer for the City Work for the Proposed Development is attached hereto as ***Exhibit 6***. The actual final costs for said items will be used as the basis for the special assessments billed to the Developer in accordance with the City's Special Assessment Policy at the time of billing.

Concrete paving, including any concrete sidewalks, curb ramps, and related infrastructure will be assessed to the abutting property owners in accordance with the City's Special Assessment Policy in effect at the time of construction, unless stated otherwise within this agreement. To the extent required, concrete paving and sidewalks adjacent to any regional stormwater pond will be equally and fairly assessed on a per-lot basis to each property within Wilden that is served by any regional stormwater facility.

The Developer will be assessed only for the cost of those lots owned by the Developer.

Concrete streets shall be installed following the earlier of issuance of building permits for no

fewer than seventy-five percent (75%) of the lots in the Proposed Development, or after five (5) years from City approval of the Infrastructure. Road cuts and proof rolls shall not occur during frozen/cold weather conditions.

The Developer acknowledges that the following may be furnished and/or installed by the City, subject to Developer's signing of ***Exhibit 5***:

2.03.01 City Administrative Fees

2.03.02 Intentionally Omitted

2.03.03 Sanitary Sewer Area Assessment

2.03.04 Sewer Televising

2.03.05 Street Names/Traffic Control Signs

2.03.06 Concrete Pavement abutting lots owned by the Developer at the time of concrete paving

2.03.07 Intentionally Omitted

2.04 Intentionally Omitted.

2.05 The Developer shall be responsible for the design, permitting, and costs related to the following items required for pedestrian facilities:

2.05.01 Installation of all paved sidewalks, sidepaths, and bike trails including those within the right of way, as depicted on the construction documents prepared by Excel Engineering, and approved by the City Engineer.

2.05.02 Installation of gravel trails as depicted on the construction documents prepared by Excel Engineering, and approved by the City Engineer.

2.06 The Developer shall provide the City with copies of all final costs, invoices, labor costs, contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling, sidepath, sidewalk, and trail construction, and all appurtenances. Said information provided by Developer shall

meet the City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

2.07 The Developer's contractor shall perform the installation and testing of the water main, sanitary sewer and storm sewer under the supervision of the City of Appleton inspectors.

2.08 The Developer shall provide lien waivers to the City from the prime contractor, subcontractors, suppliers and consultants.

2.09 The Developer agrees to convey by deed or dedication to the City all the public streets, roads, courts, avenues, drives, and other public ways in the Plat.

2.10 Developer shall be responsible for design, permitting and costs related to the installation of the stormwater management facilities in accordance with the stormwater management plan approved by the City. Developer shall grant to the City an easement allowing the City to perform inspections of the stormwater management facilities by Developer, or its assigns, if any, in accordance with a Stormwater Management Plan.

2.10.01 Public Ponds – Developer shall be responsible for design, permitting and costs related to the installation of the stormwater management facilities commonly referred to as the "Ballard Pond" (the "Public Pond"). City shall be responsible for the ongoing maintenance and repair of the Public Pond; provided that, Developer, and/or its successors and assigns, shall be responsible for reimbursing the City for such maintenance and repair. The foregoing rights and obligations shall be more particularly set forth in that certain Ballard Pond Maintenance Agreement referenced on Exhibit 3 as Item No. 8.

2.10.02 Private Ponds – Developer shall be responsible for design, permitting and costs related to the installation of the stormwater management facilities shown on the civil engineering drawings prepared by Excel Engineering as approved by the City Engineer and not including the Public Pond as described in Section 2.10.01 herein (the "Private Ponds"). Developer, and/or its successors and assigns, shall be responsible for the ongoing maintenance and repair of the Private Ponds; provided that, the City shall have self-help rights for such maintenance and repair in the event of default by Developer. The foregoing rights and obligations shall be more particularly set forth in that certain Stormwater Maintenance Agreement referenced on Exhibit 3 as Item No. 7.

2.11 Upon completion of construction, and prior to acceptance of streets, the Developer shall provide a certification from a professional land surveyor licensed in the State of Wisconsin that all monumentation within the Proposed Development is properly installed within three inches (3") of finished grade.

2.12 The Developer shall establish a level loop on the hydrants in the Final Plat and a copy of those benchmarks shall be provided to the City.

2.13 The Developer shall repair or replace existing City infrastructure and/or monumentation, as directed by the City and to the City's satisfaction, at its own cost, for any damage caused by the installation of any improvements within the Proposed Development.

2.14 The estimate of costs paid by the Developer for the City Work for Wilden is attached hereto as ***Exhibit 6*** and shows the items and amounts projected to be paid by the Developer. The actual final costs for these items will be used as the basis for the special assessments billed to the Developer.

2.15 The Developer shall pay the cost of all items listed in Sections 2.03.01-2.03.07. Any frontage where the sidewalk or sidepath has not been installed by the time the City installs the permanent concrete pavements (typically five (5) to ten (10) years from the recording of the Final Plat) will be installed by the City and the cost assessed against the respective lot per the City's Special Assessment Policy in place at the time of concrete paving.

2.16 The Schedule for the Proposed Development shall be as follows:

2.16.01 Infrastructure installation may commence after City issuance of permits authorizing the work to be performed;

2.16.02 Building permits may be issued upon completion of hard-surface access roads and live fire hydrants. Occupancy permits shall not be issued until all Infrastructure required to serve the lot for which the permit was issued is completed. Notwithstanding the foregoing, construction may commence upon portions of Thrivent's new building upon City issuance of permits authorizing the work to be performed.

2.17 Intentionally Omitted.

2.18 The Developer shall pay, or cause to be paid, the entire cost associated with installation of underground gas, electric, telephone, USPS mail delivery facilities, and cable TV utilities and streetlights. Streetlights shall be standard wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer will be responsible for all costs associated with the decorative

streetlights. The Developer will be responsible for requesting said decorative lights from We Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

2.19 Developer recognizes the City will not own or maintain USPS mailboxes and/or cluster mailbox units. Developer shall make provisions for the permitting, installation, and maintenance of said mailboxes by future property owners and/or homeowners' association(s).

## ARTICLE III.
## DEVELOPER AND CITY SHARED RESPONSIBILITIES

3.01 The Developer and City agree there will be no parkland dedicated in the Wilden Portfolio Park plat. The City will collect a park fee in the amount of $900.00 per dwelling unit proposed within Wilden Portfolio Park Plat from the landowner upon the issuance of a building permit pursuant to Section 17-29(f)(1) of the Municipal Code.

3.02. FORCE MAJEURE. A "Force Majeure Event" shall be defined as any event or circumstance beyond the reasonable control of the Party claiming relief, including acts of God, fires, floods, earthquakes, tornadoes, severe weather conditions, epidemics, pandemics, public health emergencies, quarantines, strikes, lockouts, labor disputes, civil commotion, war, terrorism, sabotage, riots, governmental actions or restrictions, changes in law, inability to obtain permits or approvals through no fault of the claiming Party, material shortages, supply chain disruptions, utility failures, telecommunications failures, changes to economic conditions, and any other similar or dissimilar causes beyond the reasonable control of the claiming Party.

In the event that a Force Majeure Event delays or prevents construction of the Infrastructure under this Agreement for a period of sixty (60) days with no reasonably foreseeable restart date, the Parties shall jointly assess the feasibility for Developer to complete the Infrastructure, which assessment shall include, but is not limited to:

i. evaluating Infrastructure then actively under construction or in active development (the "Active Work");
ii. the portions of the Infrastructure not commenced (the "Uncommenced Work");
iii. the expected duration of the Force Majeure Event and its impact on the Wilden schedule;
iv. the feasibility and cost of completing the Active Work during or immediately following the Force Majeure Event;
v. the appropriate sequencing and timing for resuming the Uncommenced Work.

vi. if necessary, determining parameters for termination of the Infrastructure in order to create safe conditions for the public, that comply with applicable plans and codes to the maximum extent practicable for any Active Work (the "Safe Termination Condition").

Following the joint assessment, the Parties shall work cooperatively and in good faith to develop and implement a written cooperative completion plan based on the scope and magnitude of the Force Majeure Event and the anticipated time to complete the Infrastructure (the "Cooperative Completion Plan").

If the City and Developer cannot mutually agree to a Cooperative Completion Plan, or if the Developer defaults in the performance under the Cooperative Completion Plan, then, in addition to any other rights hereunder, the City shall have the right to draw on the LOC in order to carry out performance of the Infrastructure to the Safe Termination Condition, in accordance with Section 2.02 of this Agreement.

## ARTICLE IV.
## CITY RESPONSIBILITIES

4.01 The City shall coordinate with Developer on the release of existing easements upon execution and recording of new easements for pedestrian trails, sanitary sewer, storm sewer, drainage, water main and stormwater management facilities.

4.02 The City agrees that it shall be responsible for compliance with the terms and conditions of obligations arising in conjunction with the Dam System, including, but not limited to, any emergency action plan (EAP) and inspection, operation and maintenance plan (IOM), subject to the reimbursement of costs and expenses related thereto by Developer or its assigns.

4.03 The City agrees to accept the dedication of all Infrastructure, whether by deed, dedication or easement, subject to the City's acceptance of the Infrastructure in accordance with and subject to the terms of the City's Subdivision Ordinance and this Agreement. The City shall be responsible, at its own cost and expense, for maintenance, repair and replacement of the Infrastructure upon acceptance by the City.

## ARTICLE V.
## ADDITIONAL PROVISIONS

5.01 This Agreement, along with ***Exhibits 1, 2, 3, 4, 5, and 6,*** and the TIF Agreement, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

5.02 It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

5.03 This Agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.

5.04 **Notices**. All notices, statements, and other communications given hereunder shall be made in writing by personal delivery or by mailing the same by certified mail, return receipt requested, or by next day express delivery, addressed to the other as aforesaid, and the date of such personal delivery, the next day if by express delivery, or the date five (5) days after such mailing shall be deemed the date on which such notice is effective. Except as otherwise specified herein, all notices sent to the City hereunder shall be directed to the attention of the Mayor.

CITY: Director of Community Development
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
Phone: 920-832-6468
Attn: Community Development Director

With a copy to: City Attorney
100 North Appleton Street
Appleton, WI 54911-4799
Phone: 920-832-6423

To the Developer:

North Meadows Investment Ltd.
c/o Thrivent
Attn: Jana Ott
901 Marquette Avenue, Suite 2500
Minneapolis, MN 55402
Email: jana.ott@thrivent.com

and:

North Meadows Investment Ltd.
c/o Thrivent
Attn: Eric Merriman
600 Portland Avenue S.
Minneapolis, MN 55415
Email: eric.merriman@thrivent.com

With a copy to: Reinhart Boerner Van Deuren s.c.
Attn: Nathan J. Wautier
22 East Mifflin Street, Suite 700
Madison, WI 53703
Email: nwautier@reinhartlaw.com

5.05 **Approval of Common Council**. This Agreement was considered by the Common Council at their regular meeting held on _____, 20___ and approved by a vote of _____ for and _____ against.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

**DEVELOPER: NORTH MEADOWS INVESTMENT LTD.**

By: _____

Printed Name: Eric Merriman

Title: President

STATE OF MINNESOTA)
: ss.
_____ COUNTY )

Personally came before me on this ____ day of _____, 20___, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**CITY OF APPLETON**

By: _____
Jacob A. Woodford, Mayor

By: _____
Amy Molitor, City Clerk

STATE OF WISCONSIN )
: ss.
OUTAGAMIE COUNTY )

Personally came before me on this ____ day of _____, 20___, the above-named Jacob A. Woodford, Mayor and Amy Molitor, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

Approved as to form:

Provision has been made to pay the liability that will accrue under this contract.

_____
Christopher R. Behrens, City Attorney

_____
Jennifer L. Messerschmidt, CPA
Finance Director

This instrument was drafted by:
Amanda Abshire, Deputy City Attorney
City law A

***Exhibit 1***

Legal Description & Property Ownership

**Legal Description:**

Lot 2 of Certified Survey Map No. 8790 prepared by Excel Engineering dated October 11, 2024 and recorded in the Register of Deeds of Outagamie County, Wisconsin, on December 4, 2024, as Document No. 2327579.

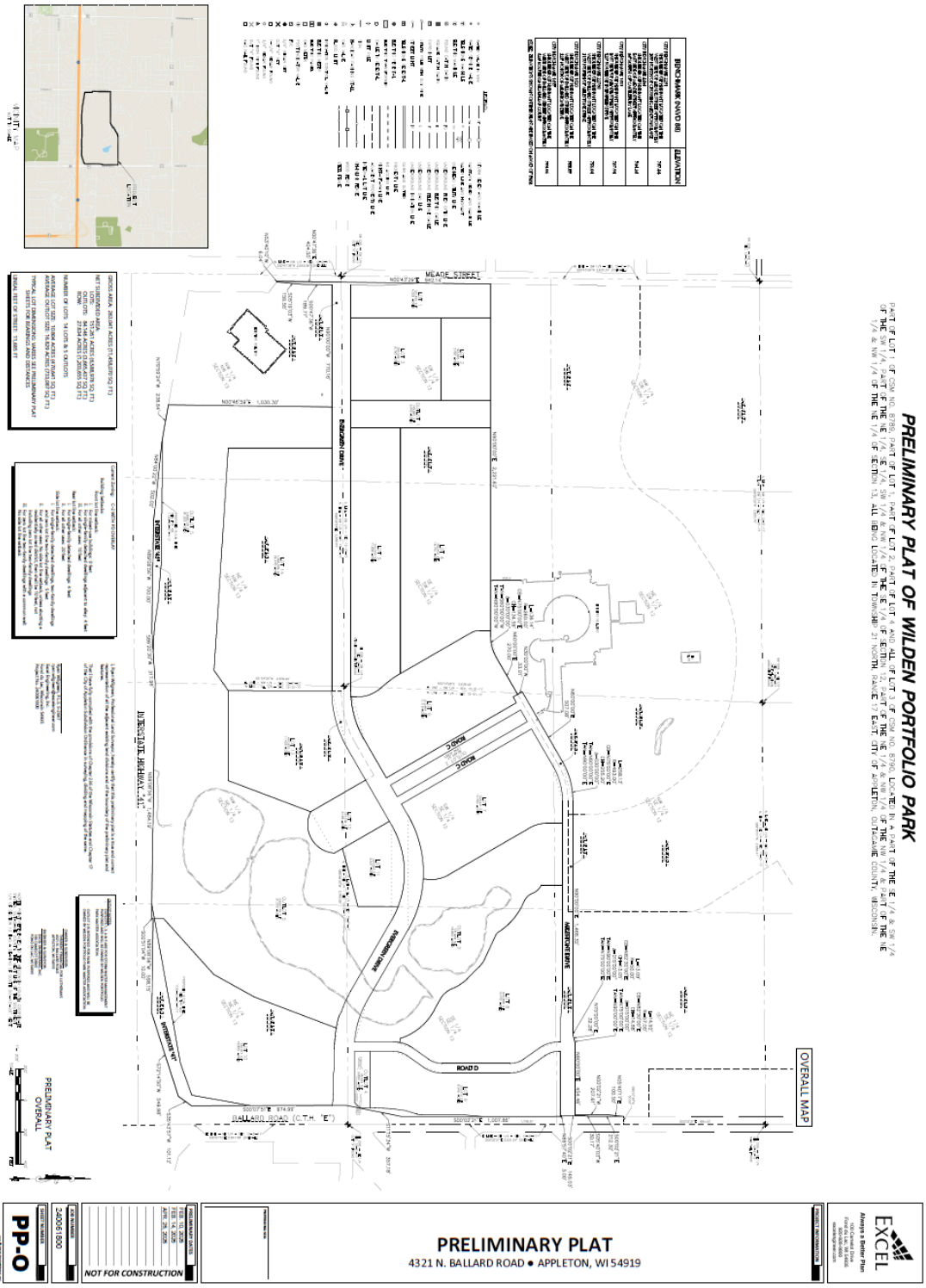
**Tax Identification Number:** 311646104

**Owner Name:** North Meadows Investment Ltd.

***Exhibit 2***

Preliminary Plat

Appears on following page


PRELIMINARY PLAT OF WILDEN PORTFOLIO PARK
PRELIMINARY PLAT
4321 N. BALLARD ROAD • APPLETON, WI 54919
PP-0
NOT FOR CONSTRUCTION
OVERALL MAP
MEADE STREET
BALLARD ROAD (C.T.H. "E")
ROAD D
PRELIMINARY PLAT OVERALL

## *Exhibit 3*
## *Schedule of Easements*

**Wilden Portfolio Park**
**EXHIBIT 3: City/Thrivent Easements & Agreements**

*Last Updated:* 8/21/2026

| | Item | Installation Responsible Party | Infrastructure Ownership | Maintenance Responsible Party | Notes |
|---|---|---|---|---|---|
| 1 | **Public Utility Easement** | Developer | City | City | Easement for sanitary sewer main, water main, storm sewer main |
| 2 | **Drainage Easement** | Developer | Developer | Developer | Easement for overland flow through swales and ditches; single easement that covers all drainage channels. City has right to enter |
| 3 | **Temporary Drainage Easement** | Developer | Developer | Developer | Easement for overland flow through swales and ditches while pond and storm water infrastructure is under construction |
| 4 | **Public Trail Easement** | Developer | City | City | Easement for public trails outside of public ROW |
| 5 | **Temporary Cul De Sac** | Developer | City | City | Easement for termination of Milestone until extended |
| 6 | **Developer Trail Easement** | Developer | Developer | Developer | Easement for public access to Developer trails and park/Developer owned and maintained |
| 7 | **Stormwater Maintenance Agreement** | Developer | Developer | Developer | Agreement and easement for stormwater ponds not including Ballard Pond/Dams |
| 8 | **Ballard Pond Maintenance Agreement** | Developer | City | City, assess costs to Developer | Agreement and easement for maintenance of existing Ballard pond and related dams, as modified by Developer |
| 9 | **Dam Maintenance Agreement** | Developer | City | City, assess costs to Developer | Agreement and easement for the maintenance and reporting related to Chapter 31 dam system |

Exhibit continues on following page

Trails Easements
Appears on following page

– PRIVATE WILDEN TRAILS

– PUBLIC CITY TRAILS

10' WIDE NEW/MODIFIED APPLE CREEK TRAIL (ASPHALT)

10' WIDE NEW ASPHALT TRAIL THROUGH PARK

10' WIDE NEW/MODIFIED APPLE CREEK TRAIL (ASPHALT)

10' WIDE NEW/MODIFIED APPLE CREEK TRAIL (ASPHALT)

10' WIDE NEW/MODIFIED APPLE CREEK TRAIL (ASPHALT)

16' WIDE NEW STAMPED CONCRETE TRAIL

4' WIDE NEW DECOMPOSED GRANITE TRAIL

10' WIDE NEW GRAVEL TRAIL

20' WIDE NEW ASPHALT/DECOMPOSED GRANITE TRAIL

10' WIDE NEW ASPHALT TRAIL

10' WIDE NEW GRAVEL TRAIL

10' WIDE NEW GRAVEL TRAIL

10' WIDE MODIFIED APPLE CREEK TRAIL (ASPHALT)

10' WIDE MODIFIED APPLE CREEK TRAIL (ASPHALT)

10' WIDE MODIFIED APPLE CREEK TRAIL (ASPHALT)

NORTH

1" = 150'

SCALE

150' 0 150' 300'

FEET

TRAIL EXHIBIT


EXCEL

**Always a Better Plan**

100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com


PROJECT INFORMATION

FINAL ENGINEERING FOR:

# WILDEN PORTFOLIO PARK

BALLARD ROAD • APPLETON, WI

PROFESSIONAL SEAL

ISSUED FOR PERMIT

PERMIT DATE JUN. 12, 2026

REVISIONS

AUG. 19, 2026

JOB NUMBER

240061800

SHEET NUMBER

**EX**

***Exhibit 4***
Final Plat

[Exhibit appears on following page]

# WILDEN PORTFOLIO PARK

PART OF LOTS 1 & 2 OF CSM NO. 9011, PART OF LOTS 1, 2 & 4 AND ALL OF LOT 3 OF CSM NO. 8790, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4, PART OF THE SE 1/4 & SW 1/4 OF THE SW 1/4, PART OF THE NE 1/4, SE 1/4, SW 1/4 & NW 1/4 OF THE SE 1/4 OF SECTION 12, PART OF THE NE 1/4 & NW 1/4 OF THE NW 1/4 & PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 13, ALL BEING LOCATED IN TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

SHEET 1 OF 9 SHEETS | VOL. PG.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

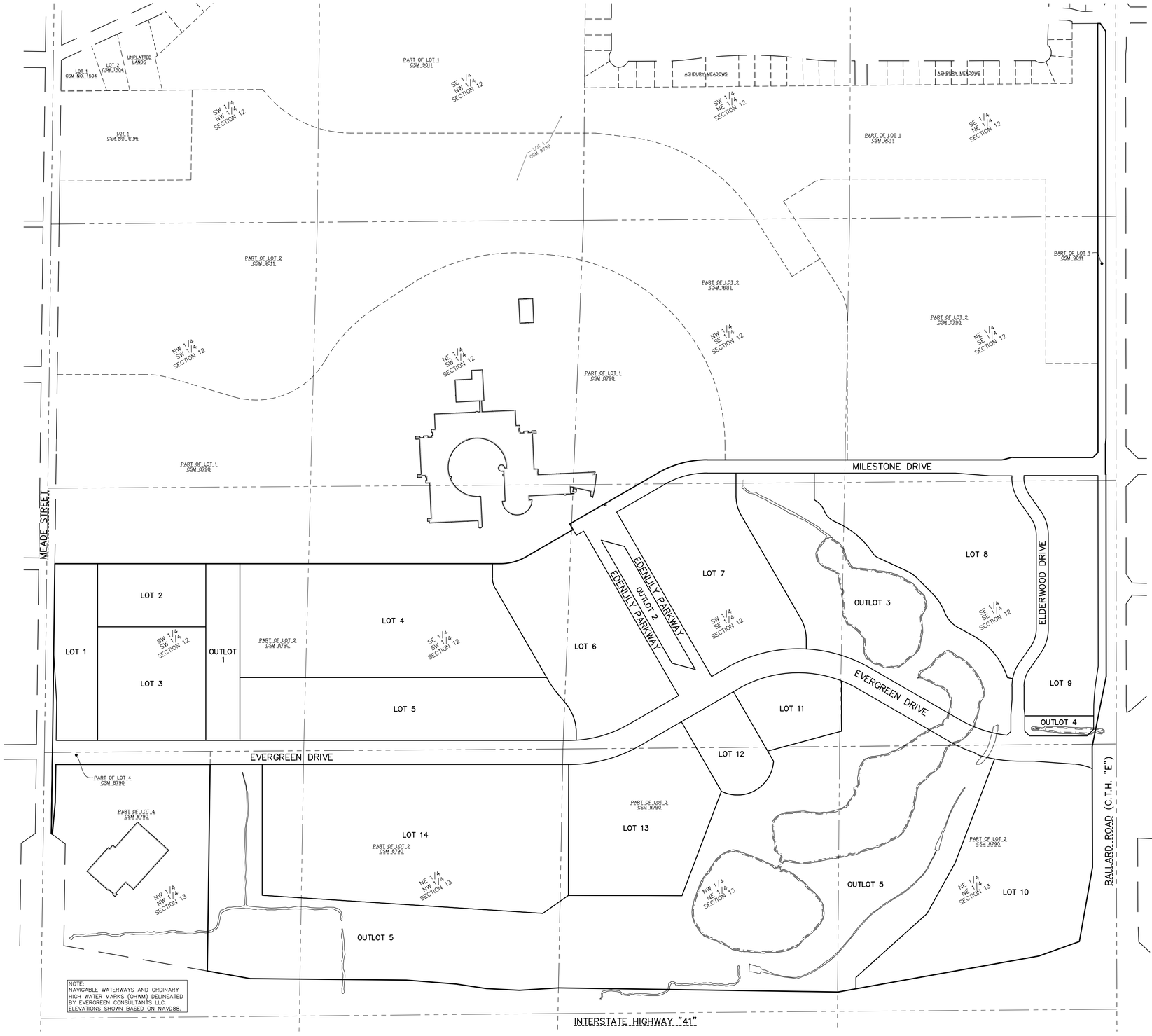
PRELIMINARY DATE: DECEMBER 23, 2025
REVISED DATE: JUNE 10, 2026

OWNER & SUBDIVIDER:
NORTH MEADOWS INVESTMENT LTD
4321 N. BALLARD ROAD
APPLETON, WI 54919

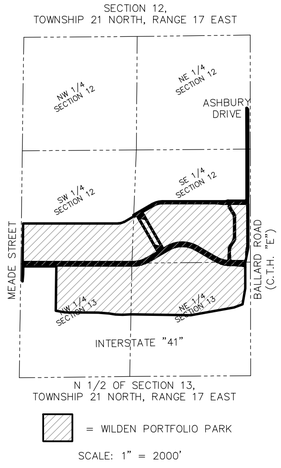
THRIVENT FINANCIAL FOR LUTHERANS
4321 N. BALLARD ROAD
APPLETON, WI 54919

ENGINEER & SURVEYOR:
EXCEL ENGINEERING, INC.
100 CAMELOT DRIVE
FOND DU LAC, WI 54935

OVERALL MAP




TOTAL AREA
261.571 ACRES
11,394,027 SQ. FT.




**TRANS 233 NOTES:**

-There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Statts., and shall be enforceable by the Department of Transportation.

-The lots of this land division may experience noise at levels exceeding the levels in s.Trans 405.04, Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

-As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with C.T.H. "E" (Ballard Road) or I.S.H. "41", as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Statts., and shall be enforceable by the Department of Transportation.

Current Zoning: C-2 WITH PD OVERLAY

Building Setbacks:
- Front lot line setback:
  - i. For mixed-use buildings: 0 feet
  - ii. For single-family detached dwellings adjacent to alley: 4 feet
  - iii. For all other uses: 10 feet
- Rear lot line setback:
  - i. For single-family detached dwellings: 4 feet
  - ii. For all other uses: 20 feet
- Side lot line setback:
  - i. For single-family detached dwellings, two-family dwellings and zero lot line two-family dwellings: 5 feet
  - ii. For all other uses: No side lot line setback, unless abutting a residentially zoned district, then shall be 10 feet, not including zero lot line two-family dwellings
  - iii. For zero lot line two-family dwellings with a common wall: No side lot line setback

NOTE:
NAVIGABLE WATERWAYS AND ORDINARY HIGH WATER MARKS (OHWM) DELINEATED BY EVERGREEN CONSULTANTS LLC. ELEVATIONS SHOWN BASED ON NAVD88.

NOTE:
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

LEGEND:
- ■ 1–1/4" O.D. x 30" REBAR SET WEIGHING 4.30 LB/FT.
- ● 3/4" O.D. x 24" REBAR SET WEIGHING 1.50 LBS/FT.
- ○ 3/4" O.D. REBAR FOUND
- ▲ 1" O.D. IRON PIPE FOUND
- ✕ CUT "X" FOUND
- ⊡ MAG NAIL FOUND
- SECTION CORNER MONUMENT FOUND

1"= 300' SCALE: 300' 0 300' 600' FEET

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY. THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 12 HAS A BEARING OF SOUTH 00°-43'-29" WEST.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT. LINEAR MEASUREMENTS ARE GROUND LEVEL DISTANCES UNLESS OTHERWISE NOTED. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF-SECONDS.


EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 240061800

***Exhibit 5:***
Waivers of Special Assessment Notices and Hearing

## Exhibit 5

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING
UNDER S.66.0703 WISCONSIN STATUTES

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, to wit:
All Items listed in Section 2.03.01 through 2.03.07; items subject to assessment of costs incurred by City per Sections 2.18 and 2.10.02; items subject to assessment of costs incurred by City per Exhibit 3.

The undersigned owner(s) of property benefited by the above proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S.66.0703 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S.66.0703 (7) of the Wisconsin Statutes, I/we hereby waive all special assessment notices and hearings required by S.66.0703 (7), and I /we hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec.66.0703 (7) Wisconsin Statutes.

Property Address Signature of Owner(s) Date

Wilden Portfolio Park Plat

OFFICE USE ONLY

Notes:

Project Unit No. _____ Authorized City Representative: _____

Final Cost of Assessable Improvements: _____

Date work completed: _____

Date billed to Property Owner: _____

Billed by: _____

## ***Exhibit 6*** :
Cost Estimates – Final Plat

# Wilden Portfolio Park

# Exhibit 6

rev 8/20/26

**Number of Lots: 14 plus 5 Outlots**
**Lot Area: 10,195,209 SF / 6,548,852 SF (w and w/out Outlots)**
**Total C/L Footage: 11,531.31**
**Total Pavement Area (to b/curb): 55,920 SY (not including Ballard Rd & Meade St)**

**Gross Area: 11,394,027 SF (261.57 ac)**
**Developer: Land By Label LLC**
**Work Order: TBD**

| DESCRIPTION | TOTAL PROJECT COSTS | Developer Financed Construction (Private Contracts) | Up-Front City Costs | Special Assessments (2027 *ESTIMATED*) | Special Assessments (2032 *ESTIMATED*) | Special Assessments (2033 *ESTIMATED*) | Account to be Credited | NOTES / COMMENTS |
|---|---|---|---|---|---|---|---|---|
| City Administrative Fees (estimated cost) | **$92,250.48** | **$0.00** | **$92,250.48** | $92,250.48 | $0.00 | $0.00 | | (11,531.31 C/L Ft.) x ($8.00 / C/L. Ft.) |
| Sanitary Sewer Area Assessment | **$88,409.50** | **$0.00** | **$88,409.50** | $88,409.50 | $0.00 | $0.00 | 5431 | ($13.50/1000 s.f.)*(6,548,852 s.f.) |
| Sewer Televising (estimated cost) | **$16,143.83** | **$0.00** | **$16,143.83** | $16,143.83 | $0.00 | $0.00 | 5427<br>5222 | (11,531.31 LF) x ($0.70 / LF) x 2 (st&san) |
| Street Name / Traffic Control Signs (estimated cost) | **$23,062.62** | **$0.00** | **$23,062.62** | $23,062.62 | $0.00 | $0.00 | 4010 | (11,531.31 C/L Ft.) x ($2.00 / C/L. Ft.) |
| Concrete Pavement (estimated cost) | **$4,473,600.00** | **$0.00** | **$4,473,600.00** | $0.00 | $4,473,600.00 | $0.00 | 4010 | (55,920 SY) x ($80.00/LF) not including Ballard & Meade |
| Sanitary Sewer | **$3,281,740.00** | **$3,281,740.00** | **$0.00** | n/a | n/a | n/a | 5431 | Private Contractor hired by Developer |
| Water Main | **$3,098,700.00** | **$3,098,700.00** | **$0.00** | n/a | n/a | n/a | 5371 | Private Contractor hired by Developer |
| Storm Sewer | **$6,532,252.00** | **$6,532,252.00** | **$0.00** | n/a | n/a | n/a | 5230 | Private Contractor hired by Developer |
| Storm Water Ponds | **$1,400,000.00** | **$1,400,000.00** | **$0.00** | n/a | n/a | n/a | 5230 | Private Contractor hired by Developer |
| Bridges/Structures | **$3,025,000.00** | **$3,025,000.00** | **$0.00** | n/a | n/a | n/a | 5230 | Private Contractor hired by Developer |
| Temporary Asphalt | **$1,615,000.00** | **$1,615,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| Asphalt Bike Trails | **$171,000.00** | **$171,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| Concrete Pavement - Ballard Rd | **$628,000.00** | **$628,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| Concrete Pavement - Meade St | **$300,000.00** | **$300,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| Sidewalks - with Concrete Pavement in right-of-way | **$80,000.00** | **$80,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | (10,000 s.f.) x ($8.00/s.f.) |
| Sidepaths - with Conc Pavement in right-of-way | **$1,173,572.82** | **$1,173,572.82** | **$0.00** | n/a | n/a | n/a | 4010 | (130,396.98 s.f.) x ($9.00/s.f.) |
| Erosion Control/Restoration/Site Grading/Grade&Gravel | **$9,525,000.00** | **$9,525,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| Street Lights/Utilities | **$2,900,000.00** | **$2,900,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| Design Engineer Fees and Contingencies | **$2,000,000.00** | **$2,000,000.00** | **$0.00** | n/a | n/a | n/a | 4010 | Private Contractor hired by Developer |
| **TOTALS** | **$40,423,731.26** | **$35,730,264.82** | **$4,693,466.44** | **$219,866.44** | **$4,473,600.00** | **$0.00** | | |