

GLACIER VALLEY CONDOMINIUMS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911, ("City") and, **Kurey Ridge, LLC**, a limited liability corporation with a business address of _____, the owner and developer ("Developer") of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Glacier Valley Condominiums, a residential subdivision on property within the corporate limits of the City ("Proposed Development"), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

WHEREAS, a Certified Survey Map of the Glacier Valley Condominiums, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City with conditions remaining to be satisfied; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as 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, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Development;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in the Proposed Development, to the standards set forth by the City and pursuant to paragraph 4 below:
 - a. Sanitary sewer mains, manholes and laterals
 - b. Water mains, valves, hydrants, hydrant leads, fittings, and services
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
 - d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures
 - e. Street Lights
 - f. All other infrastructure required for development not specifically set forth in this agreement
2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items.

3. The Developer shall provide a fully executed and signed *Waiver of Special Assessment Notices and Hearing*, shown in ***Exhibit 3***, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. City Administration Fees
- b. Sanitary Sewer Area Assessment
- c. Televising of sanitary and storm sewer lines
- d. Street Name Signs
- e. Traffic Control Signs
- f. Temporary Asphalt Surface
- g. Concrete Pavement
- h. Sidewalks installed at time of Concrete Paving

An estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3h is attached hereto as ***Exhibit 4***. The actual final costs for items 3a-3h will be used as the basis for the amount of the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the 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 and street lights for the Proposed Development. Said information provided by Developer shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Development under the supervision of City of Appleton inspectors.

6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in paragraph 1.

7. The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Development and this agreement.

8. The Developer shall establish a level loop on the hydrant(s) in the Proposed Development and a copy of all benchmarks shall be provided to the City.

9. The City agrees to accept the dedication of all the Public Improvements in the Proposed Development, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

10. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed

Development, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.

11. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Development have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.

12. The schedule for the Proposed Development shall be as follows:

A. Infrastructure installation may commence after City approval of the Certified Survey Map, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.

B. Building Permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of Building Permits.

13. The City agrees to waive any parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, in exchange for parkland dedications and conveyances previously completed as part of the original Glacier Ridge Development along with future planned phases of the Proposed Development.

14. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

15. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights is 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 shall be responsible for all costs associated with the decorative streetlights. The Developer shall 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.

16. The City represents and warrants to Developer that it 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.

a. 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.

b. 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.

17. The Developer represents and warrants to the City that Developer is a Limited Liability 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 transaction contemplated by this Agreement have been taken in accordance with applicable law.

a. 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 limited liability corporation bylaws or agreements 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.

18. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

19. This Agreement, along with *Exhibits 1, 2, 3, and 4*, 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.

20. 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.

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

[SIGNATURE PAGE TO FOLLOW]

KUREY RIDGE, LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 2016, the above-named persons,
_____ and _____, to me known to be the persons who
executed the foregoing instrument and acknowledge the same.

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

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)

: ss.

OUTAGAMIE COUNTY)

Personally came before me on this _____ day of _____, 2016, the above-named Timothy M. Hanna and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

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

Approved as to Form:

Tony Saucerman, Director of Finance

James P. Walsh, City Attorney

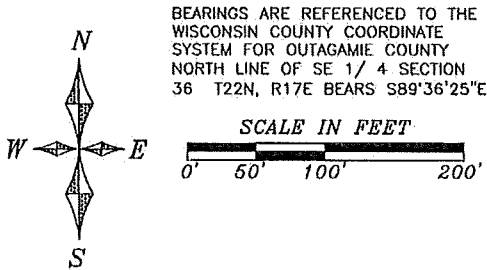
This instrument was drafted by:
James P. Walsh, Appleton City Attorney

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October 2016

CERTIFIED SURVEY MAP NO. _____

EXHIBIT 2

ALL OF LOT ONE (1), GLACIER RIDGE, BEING LOCATED
IN THE NORTHEAST OF THE SOUTHEAST 1/4 AND
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36,
TOWNSHIP 22 NORTH, RANGE 17 EAST, CITY OF APPLETON,
OUTAGAMIE COUNTY, WISCONSIN.



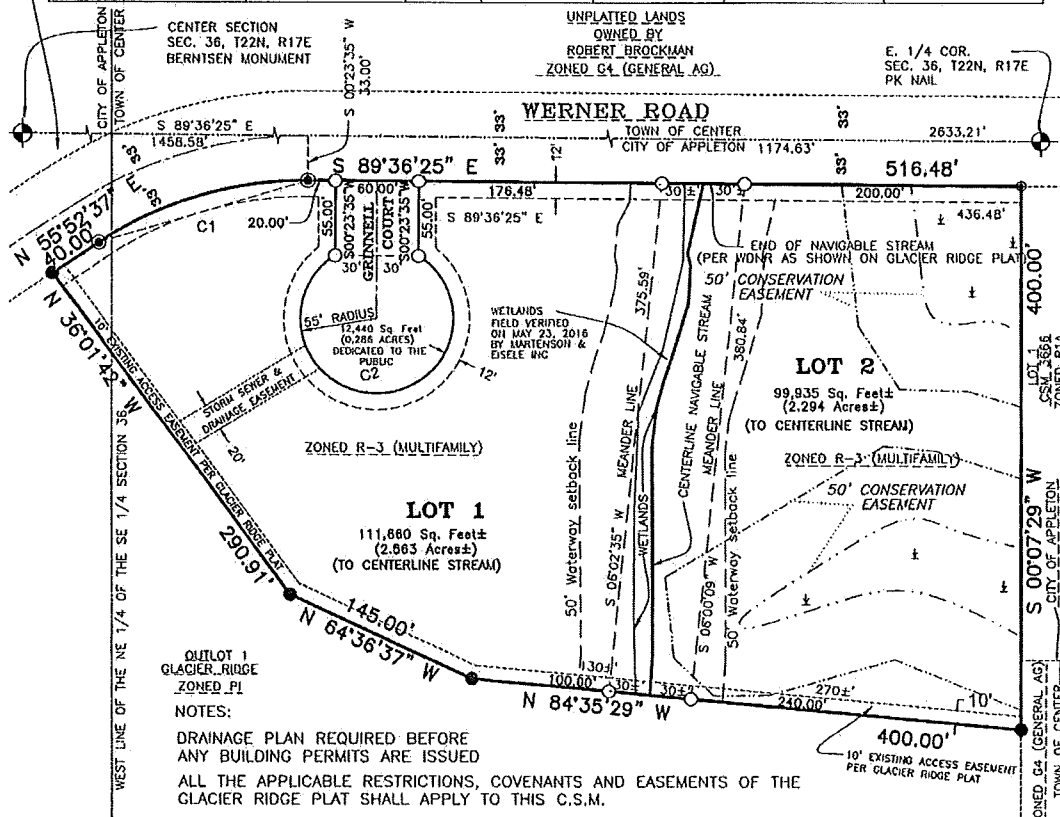
BEARINGS ARE REFERENCED TO THE
WISCONSIN COUNTY COORDINATE
SYSTEM FOR OUTAGAMIE COUNTY
NORTH LINE OF SE 1/4 SECTION
36 T22N, R17E BEARS S89°36'25"E

LEGEND

- = 3/4" DIA. ROUND STEEL REBAR FOUND
- = 1-5/16" O.D. IRON PIPE FOUND
- = 1-5/16" O.D. DIA. x 24" LONG IRON PIPE SET
WEIGHING 1.13 LBS./LIN. FOOT SET
- ⊙ = 1 1/4" DIA. ROUND STEEL REBAR FOUND
- = 10' EXISTING ACCESS EASEMENT
PER GLACIER RIDGE PLAT
- = 12' UTILITY EASEMENT PER THIS C.S.M.
- 1 = WETLAND PER GLACIER RIDGE PLAT

CURVE DATA TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	34°30'58"	S73°08'08"W	267.00'	160.85'	158.42'	N55°52'37" E	S 89°36'25" E
C2	293°53'18"	S89°36'25" E	55.00'	282.11'	60.00'	S 56°33'04" E	N57°20'14" E



SCHULER & ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
2711 N. MASON ST., SUITE F, APPLETON, WI 54914

PREPARED FOR:
MEIERS BUILDERS
4875 MELMAR CT.
APPLETON, WI 54913

L-16-4433
SHEET 1 OF 4

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:

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.

Street Address _____ Signature of Owner _____ Date _____

[illegible]

FIELD NOTES:

Unit No. _____ Inspector/Surveyor Name _____
Date sidewalk/apron marked _____

Total amount of sidewalk to be replaced _____

Of that total, what amount is due to tree damage _____

Apron: Type of existing surface _____ Size of existing apron _____

Date given to Field Supervisor _____

Date returned to office _____

Glacier Valley Condominiums

Plarmigan Court - Werner Road to CDS -165' south (~9,100 SF pavement)

Number of Lots: 2 (By Certified Survey Map)

Number of Units: 2

Developer: Meiers Builders

Unit No.: IL-07

Project Engineer: Pete Neuburger

Work Order No. 214436

Exhibit 4

September 27, 2016

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2017) (ESTIMATED)	Special Assessments (2022) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$7,500.00	\$0.00	\$7,500.00	\$2,475.00	\$5,025.00	4010	
Sanitary Sewer Area Assessment	\$295.58	\$0.00	\$295.58	\$295.58	\$0.00	5431	(\$25.35/1000 s.f.)*(11,660 s.f.)
Sewer Televising	\$280.00	\$0.00	\$280.00	\$280.00	\$0.00	5427 5222	(400 Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$750.00	\$0.00	\$750.00	\$750.00	\$0.00	4010	
Temporary Asphalt (estimated cost)	\$15,165.00	\$0.00	\$15,165.00	\$15,165.00	\$0.00	4010	(1,011 s.y.) x (\$15.00/s.y.)
Concrete Pavement (estimated cost)	\$33,000.00	\$0.00	\$33,000.00	\$0.00	\$24,750.00	4010	(165 LF) x (\$200.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$3,300.00	4010	(1,000 s.f.) x (\$4.00/s.f.)
Sanitary Sewer	\$10,000.00	\$10,000.00	\$0.00			5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$14,500.00	\$14,500.00	\$0.00			5230	Private Contractor hired by Developer
Water Main	\$16,000.00	\$16,000.00	\$0.00			5371	Private Contractor hired by Developer
Sanitary Laterals	\$6,000.00	\$6,000.00	\$0.00			-	Private Contractor hired by Developer
Storm Laterals	\$6,500.00	\$6,500.00	\$0.00			-	Private Contractor hired by Developer
Water Services	\$7,500.00	\$7,500.00	\$0.00			-	Private Contractor hired by Developer
Grading & Graveling	\$31,000.00	\$31,000.00	\$0.00			4010	Private Contractor hired by Developer
Street Lights	\$5,300.00	\$5,300.00	\$0.00			4010	Private Contractor hired by Developer
TOTALS	\$157,790.58	\$96,800.00	\$60,990.58	\$18,965.58	\$33,075.00		