

DEVELOPMENT AGREEMENT

City of Appleton | North Appleton Properties, LLC

Comet Ridge 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 Appleton Properties, LLC (“**Developer**”), which is the part owner and developer of certain property lying within the city of Appleton, the remaining ownership of which is held by the Jane E. Dorn Revocable Trust, collectively referred to herein as the “**Property Owners.**”

RECITALS

WHEREAS, the Developer has proposed to develop the Comet Ridge Development (“**Comet Ridge**”), a residential subdivision on property, owned within the corporate limits of the City described in **Exhibit 1** attached hereto; said; and

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

WHEREAS, a preliminary plat of Comet Ridge, shown in **Exhibit 2** attached hereto, has been conditionally approved by the Common Council on October 15, 2025; and

WHEREAS, a phasing plan has been developed, shown in **Exhibit 3** attached hereto, illustrating how the final platting of the property is contemplated to occur in phases over time; and

WHEREAS, a final plat of Comet Ridge, phase one, 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 development of the Land, 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 agreement. The city agrees that with respect to the provision of parks, trails, and complete streets, platting and development of future phases shall comply with the adopted City Plans and policies in existence at 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 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.
- 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 partnership

agreement 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:
- 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 development;
 - 2.01.05 Street excavation and graveling, terrace seeding, lot filling and grading and seeding; and
 - 2.01.06 All other infrastructure required for development not specifically set forth in this agreement.
- 2.02 The Developer shall provide an estimate for items in Sections 2.01.01-2.01.06, for each phase of the project, subject to the City's review and approval, prior to the installation of the items for the Proposed Subdivision. The Developer shall provide the City an initial financial guarantee in the amount of 120% of the total identified within the Developer-financed construction column in Exhibit 6. Said guarantee shall be in the form of a performance bond, irrevocable letter of credit, cash held in escrow, or similar guarantee determined to be equivalent by the City. The guarantee will be released in whole or in part after the City, in its sole discretion, determines requirements of the development have been met. Within 60 days of the Developer's request for a partial release of the Letter of Credit, the City shall either advise of corrections to be made or shall reduce the Letter of Credit by the documented and verified expenditure of completed improvements.
- 2.03 The Developer shall provide a fully executed and signed *Waivers of Special Assessment Notices and Hearing (Exhibit 5)* for the development, acknowledging and consenting to pay the Special Assessment levied by the City for the items in Sections 2.03.01 – 2.03.08, 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 items 2.03.01-2.03.08 for the development are 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 Development and following the City's Special Assessment Policy at the time of billing.

Concrete paving and sidewalks will be assessed to the abutting property owners in accordance with the City's Special Assessment Policy. Concrete paving and sidewalks adjacent to any regional stormwater pond will be equally and fairly assessed on a per-lot basis to each Development Property that is served by any regional stormwater facility.

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

Concrete streets shall be installed, no sooner than, seventy-five (75%) of the lots in the Proposed Development have been issued building permits or after a five (5) year period. Road cuts and proof rolls shall not occur during frozen/cold weather conditions. Building permits can be issued prior to asphalt road surface installation provided all other required approvals are received in order to proceed, and once the City has opened the streets to the public.

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 Temporary Asphalt Roadway and Trails
- 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 Concrete sidewalks and sidepaths installed on lots owned by the Developer at the time of concrete paving
- 2.04 The Developer's responsibilities related to the North Sanitary Sewer Project shall include:
 - 2.04.01 Executing of and costs related to environmental investigations and permitting (wetland and waterways), geotechnical testing for the entirety of the project.

The Developer will be promptly reimbursed by the City for necessary and reasonable Martenson & Eisele fees for aforementioned work. The Developer is responsible for maintaining accurate and complete records of all costs associated with the work including invoices, receipts, contracts, and documentation related to the costs.

- 2.04.02 Creation and acquisition of sanitary sewer easement (from CTH JJ south to northern plat line) Sanitary sewer connection from limits of project west of Kurt Avenue (**Exhibit 7**) to subdivision sanitary sewer at Marv Avenue.
- 2.05 The Developer shall be responsible for the design, permitting, and costs related to:
 - 2.05.01 A trail connection to Thornbrook Estates within Outlot 2 of Comet Ridge Plat, in accordance with City of Appleton Department of Parks and Recreation standards and specifications, at the time of street excavation and gravelling.
 - 2.05.02 Sidepaths, which shall be constructed initially in 8-inch gravel concurrently with street excavation and gravelling, , as illustrated in **Exhibit 8** – Comet Ridge Plat – New Street Design Approvals. The Developer acknowledges and accepts that the City shall not maintain nor plow the sidepath if any portion of the sidepath remains unpaved. Further, the Developer acknowledges and accepts that in the interim condition, there may be undesirable apron grades prior to the concrete paving of the street.
 - 2.05.03 Each phase of construction, is subject to additional detailed stormwater and infrastructure review (including but not limited to water, sanitary, surface drainage, storm sewer, and storm water treatment facilities) due to the level of assumptions made and/or feasibility-level analysis provided. Assumptions incorporated within any models and analyses that result in insufficient level of treatment and capacity for conveyance may result in reconfiguration/reconstruction of any infrastructure installed prior to completion of a comprehensive and detailed analysis.
- 2.06 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, sidepath and trail construction, and all appurtenances. 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.

- 2.07 The Developer's contractor shall perform the 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 streets, roads, courts, avenues, drives, and public ways in the Plat. 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 final plat and this Agreement.
- 2.10 The Developer plans to construct a pond on Outlot 3 of the Comet Ridge preliminary plat ("O.L. 3 pond") to meet storm water management requirements. The City is agreeable to taking ownership of O.L. 3 pond contingent upon certain requirements:
- 2.10.01 The O.L. 3 pond transfer of ownership from developer to city is contingent upon an agreement being executed between developer and Stone Ridge West Estates that provides for public storm water conveyance to the pond and authorization of use of pond capacity that meets all applicable ordinance requirements.
- 2.10.02 The O.L. 3 pond will be accepted for City ownership at no cost no sooner than upon completion of construction of seventy-five percent (75%) of the lots in the Proposed Development that are tributary to the pond provided that all active farming operations within the drainage area tributary to the regional pond have permanently ceased, and when perennial surface vegetation (low mow fescue) is fully established in accordance with City specifications.
- 2.10.03 The pond will be constructed initially by Developer with an annual cover crop and perennial low mow fescue with a final landscape plan for the pond provided by the City.
- 2.10.04 Prior to the transfer of O.L. 3 pond, the Developer shall inspect and maintain the pond and all temporary drainage swales tributary to the pond in accordance with City standards per an Operation and Maintenance agreement that is subject to City approval, shall provide documentation demonstrating compliance with the approved Stormwater Management Plan, including as-built pond survey, bathymetric survey demonstrating a minimum of five (5) feet of sediment storage capacity between the pond normal water level and the pond bottom at all locations, and a professional engineer certification confirming the pond has been constructed in accordance with City approved

plans and specifications.

The Developer shall provide the City with copies of the recorded drainage easements as signed and recorded by the Developer with ten (10) days of execution of this Agreement.

- 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 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 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 his own cost, any damage caused by the installation of any improvements within the Proposed Development.
- 2.14 The estimate of costs paid by the Developer for items 2.03.01-2.03.08 for Comet Ridge (Phase 1) 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, for all phases of the development. Developer shall provide cost estimates to the City for all future phases of development.
- 2.15 The Developer shall pay the cost of all items listed in 2.03.01-2.03.08, subject to the following related to sidewalks and sidepaths: the owner of each lot shall be responsible for the lot's sidewalk or sidepath construction and related expense. Sidewalks or sidepaths shall be installed by the respective property owner within 6 months of the issuance of a building permit. Any frontage where the sidewalk or sidepath has not been installed by the time the City installs the permanent concrete pavements (typically 5 to 10 years from the recording of the 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 approvals of all phases of platting as follows: City approval of Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Plans and Specifications;
 - 2.16.02 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.

- 2.17 Developer shall complete all phases, as outlined in **Exhibit 3**, of the Proposed Development within 5 years of the date of the signing of this agreement. Any phases of development not completed within 5 years will require a new or amended development agreement. Regardless of timing, any subsequent phases of the development must be adopted and approved in a new or amended development agreement.
- 2.18 The Developer shall pay 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 nor 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 Developer and City agree that there will be no parkland dedication in this development. The City has exercised its option for Fee in Lieu of Parkland Dedication, to be payable at the time of building permit in accordance with Section 17-29 Appleton Municipal Code.
- 3.02 Developer and City agree that, as it relates to the Sanitary Sewer Southern Connection:
- 3.02.01 City shall decommission the sewer lift station on O.L. 1 of Marshall Heights Subdivision, as illustrated in **Exhibit 7**.
- 3.02.02 The Developer shall include the design, permitting and installation of sanitary sewer main from south plat line to existing gravity sanitary sewer main within Marshall Heights Subdivision.

ARTICLE IV.

CITY RESPONSIBILITIES

- 4.01 The City agrees that it shall be responsible for the following:

- 4.01.1 Budget, Design, County Highway right-of-way permitting specific to the Sanitary Sewer Project; and
 - 4.01.2 Wisconsin Department of Natural Resources permitting for sewer extension and Notice of Intent specific to the Sanitary Sewer Project; and
 - 4.01.3 The creation of sanitary sewer easement (from CTH JJ north to Spartan Drive, as illustrated in **Exhibit 7** and any associated City Permits.
 - 4.01.4 Prepare a final landscape plan for the O.L. 3 pond. Upon ownership transfer, the City will install native seed and plantings on the pond sideslopes and emergent zones, respectively, and assess all associated costs on a per lot basis for all lots tributary to the regional pond
- 4.02 The City further agrees that it shall be responsible for constructing the North Sanitary Sewer project between Spartan Drive and a point located at the north Plat Line of Comet Ridge, as illustrated in **Exhibit 7**.
- 4.03 The City agrees to accept the dedication of all the Public Improvements in the plat, 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 and this Agreement.

ARTICLE V. ADDITIONAL PROVISIONS

- 5.01 This Agreement, along with **Exhibits 1, 2, 3, 4, 5, 6, 7 and 8**, 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, states, 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 any 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

DEVELOPER: North Appleton Properties, LLC
4226 E Appleseed Drive
Appleton, WI 54913
ATTN: Greg Gauerke

With a copy to: Developer's Attorney if applicable

5.05 **Approval of Common Council.** This Agreement was considered by the Common Council at their regular meeting held on _____, 2026 and approved by a vote of _____ for and _____ against.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

DEVELOPER and PROPERTY OWNER : North Appleton Properties, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 2026, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

ADDITIONAL PROPERTY OWNER

Jane E. Dorn Revocable Trust

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this _____ day of _____, 2026, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____

Notary Public, State of Wisconsin

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 _____, 2026_, 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 acknowledge 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

Jeri A. Ohman, Finance Director

This instrument was drafted by:
Amanda Abshire, Deputy City Attorney
City law A25-0486

Exhibit 1

Legal Description & Property Ownership

Lots 1 and 2 of CSM 8919, DOC #2346878 Outagamie County R.O.D.
Parcel ID # 31-6-5710-01 (lot 1) and #31-6-5710-02

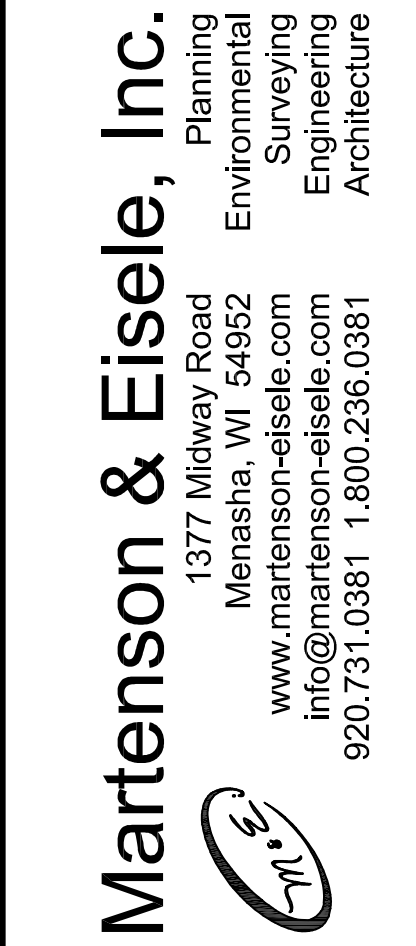
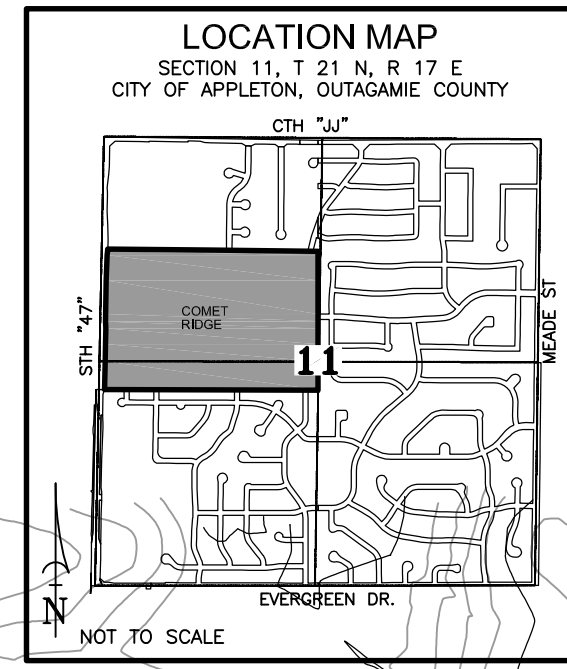
Lot 1: North Appleton Properties, LLC
Lot 2: Jane E. Dorn Revocable Trust

DRAFT

Exhibit 2
Preliminary Plat

DRAFT

Received 8-29-25
Community Development
Department

[illegible]

PRELIMINARY PLAT
COMET RIDGE
ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 8713, BEING ALL OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND ALL OF THE SOUTHEAST
1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST OF THE
SOUTHWEST 1/4, AND PART OF THE NORTHWEST OF THE SOUTHWEST
1/4, ALL IN SECTION 11, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF
APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

SCALE	DATE
1" = 100'	08-26-2025
COMPUTER FILE	
1-1306-003_P-PLAT.dwg	

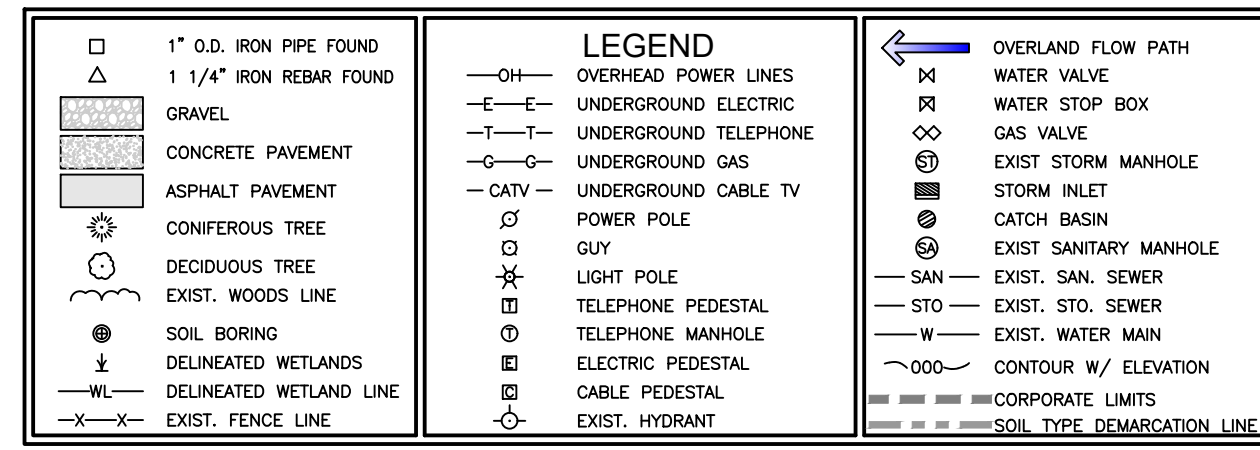
DRAWING NO.
SHEET 1 OF 2

Curve	Radius	Delta	Length	Chord Bearing	Chord	Tangent In	Tangent Out
1	130.00	013°21'56"	30.33	N 20°36'01.0"E	30.26	N 27°16'59"E	N 1°55'03"E
2	170.00	022°19'15"	81.10	S 13°36'59.5"W	80.33	S 36°54'11"W	S 00°03'00"E
3	170.00	022°55'21"	68.01	S 15°49'18.5"W	67.56	S 27°16'59"W	S 04°21'38"W
4	170.00	022°55'21"	68.01	S 15°49'18.5"W	67.56	S 27°16'59"W	S 04°21'38"W
5	60.00	060°00'00"	62.83	00°03'00.0"W	60.00	N 29°57'00"E	S 30°03'00"W
6	60.00	090°17'43"	94.56	75°05'51.5"E	85.07	S 59°45'17"E	N 29°57'00"E
7	60.00	054°11'17"	54.47	S 34°08'15.5"E	54.47	S 59°45'17"E	N 29°57'00"E
8	60.00	055°28'57"	59.10	S 22°17'28.5"W	55.86	S 50°01'57"W	S 05°27'00"E
9	60.00	099°55'03"	104.63	80°00'31.5"W	91.87	N 30°03'00"W	S 50°01'57"W
10	230.00	014°15'00"	57.20	N 08°33'39.0"E	57.06	N 89°26'21"W	S 01°01'59"E
11	70.00	013°21'56"	16.33	N 20°36'01.0"E	16.29	N 27°16'59"E	N 13°55'03"E
12	60.00	150°00'00"	157.08	N 45°33'39.0"E	115.91	S 59°26'21"E	N 29°26'21"E
13	60.00	047°44'57"	79.30	S 18°18'12.5"W	88.65	S 74°50'21"W	S 27°05'24"E
14	60.00	047°44'57"	50.00	S 50°57'52.5"W	48.57	S 27°05'24"W	S 20°39'33"E
15	60.00	038°46'48"	40.61	S 43°02'57.0"E	39.84	S 20°39'33"E	S 8°26'21"E
16	120.00	042°49'06"	89.68	N 21°58'12.0"E	87.61	N 43°22'45"E	N 00°33'39"E
17	130.00	042°49'06"	97.15	N 21°58'12.0"E	94.91	N 43°22'45"E	N 00°33'39"E
18	130.00	016°24'38"	37.16	N 08°44'58.5"E	37.03	N 16°24'58.5"E	N 00°33'39"E
19	130.00	026°26'27"	59.99	N 30°09'31.5"E	59.46	N 43°22'45"E	N 16°56'18"E
20	180.00	090°00'00"	31.72	N 08°33'39.0"E	31.72	N 89°26'21"W	S 00°33'39"E
21	180.00	042°49'06"	134.52	N 21°58'12.0"E	131.41	N 43°22'45"E	N 00°33'39"E
22	180.00	024°50'42"	78.05	N 12°59'00.0"E	77.44	N 25°24'21"E	N 00°33'39"E
23	180.00	017°58'24"	26.46	N 34°23'33.0"E	26.42	N 43°22'45"E	N 25°24'21"E
24	230.00	026°16'30"	105.47	N 33°29'00.0"W	104.55	N 20°20'45"W	N 46°37'15"W
25	230.00	008°07'18"	32.60	N 42°33'36.0"W	32.58	N 38°29'57"W	N 46°37'15"W
26	230.00	018°09'12"	72.87	N 29°25'21.0"W	72.57	N 20°20'45"W	N 38°29'57"W
27	430.00	020°17'45"	152.32	S 79°48'07.5"W	151.52	S 89°57'00"W	S 69°39'15"W
28	430.00	008°01'29"	60.22	S 73°39'59.5"W	60.18	S 77°40'44"W	S 69°39'15"W
29	430.00	008°01'29"	60.22	S 73°39'59.5"W	60.18	S 77°40'44"W	S 69°39'15"W
30	430.00	003°04'19"	23.05	S 88°24'50.5"W	23.05	S 89°57'00"W	S 86°52'41"W
31	370.00	020°17'45"	131.06	S 79°48'07.5"W	130.38	S 89°57'00"W	S 69°39'15"W
32	370.00	020°17'45"	54.27	S 84°07'48.0"E	54.27	S 89°57'00"W	S 69°39'15"W
33	370.00	011°53'30"	76.79	S 84°00'15.0"W	76.66	S 89°57'00"W	S 78°03'10"E
34	230.00	008°01'29"	28.16	N 10°06'04.0"E	28.16	N 00°08'36"E	N 00°08'36"E
35	230.00	014°48'43"	59.86	S 22°26'23.0"E	59.29	N 00°08'36"E	N 00°20'21"E
36	230.00	005°40'38"	22.79	N 02°41'43.0"E	22.78	N 00°08'36"E	N 05°02'30"E
37	180.00	005°40'38"	218.37	N 02°41'43.0"E	205.33	N 00°08'36"E	N 05°02'30"E
38	180.00	015°00'41"	47.16	S 07°38'56.5"E	47.02	S 15°09'17"W	N 00°08'36"E
39	180.00	020°22'05"	63.99	S 25°20'19.5"W	63.65	S 35°31'22"W	S 15°09'17"E
40	180.00	019°03'07"	60.00	S 45°04'20.0"E	59.72	S 54°03'12"E	S 35°31'22"E
41	180.00	015°01'56"	47.23	S 62°08'17.0"W	47.09	S 69°39'15"W	S 54°37'19"E
42	430.00	020°17'45"	152.32	S 79°48'07.5"W	151.52	S 89°57'00"W	S 69°39'15"W
43	430.00	005°03'06"	38.16	S 72°11'48.0"E	38.15	S 89°57'00"W	S 69°39'15"W
44	430.00	009°20'15"	70.08	S 79°24'28.5"W	70.00	S 84°04'36"W	S 74°44'21"E
45	430.00	005°52'24"	44.08	S 89°00'48.0"E	44.06	S 89°57'00"W	S 84°04'36"W
46	370.00	020°17'45"	131.06	S 79°48'07.5"W	130.38	S 89°57'00"W	S 69°39'15"W
47	370.00	007°02'34"	45.48	S 86°25'43.0"W	45.45	S 89°57'00"W	S 82°54'26"E
48	370.00	012°45'45"	82.42	S 76°51'33.5"E	82.25	S 82°12'26"W	S 70°08'41"E
49	370.00	009°29'26"	31.17	S 69°53'58.0"E	31.17	S 70°08'41"E	S 69°15'15"E
50	120.00	069°30'39"	145.58	S 34°53'55.5"W	136.82	S 69°39'15"W	N 00°08'36"E
51	120.00	069°30'39"	145.58	S 34°53'55.5"W	136.82	S 69°39'15"W	N 00°08'36"E
52	270.00	007°59'45"	37.89	S 86°08'43.0"E	37.65	N 89°51'24"W	S 82°08'51"E
53	270.00	007°40'11"	36.14	S 78°18'45.5"W	36.12	S 82°08'51"E	S 74°28'40"E
54	70.00	074°20'04"	80.44	S 37°18'38.0"E	74.44	S 74°28'40"E	N 00°08'36"E
55	130.00	074°20'04"	169.66	S 37°18'38.0"E	157.08	S 74°28'40"E	N 00°08'36"E
56	130.00	018°16'43"	41.47	S 09°16'57.5"W	41.30	S 18°20'19"W	N 00°08'36"E
57	130.00	035°51'13"	70.09	S 61°52'36.0"E	69.91	S 74°28'40"E	S 49°16'32"E
58	130.00	025°12'08"	57.18	S 61°52'36.0"E	56.72	S 74°28'40"E	S 49°16'32"E
59	330.00	015°39'56"	90.23	S 82°18'38.0"E	89.95	N 89°51'24"W	S 74°28'40"E
60	330.00	005°38'20"	20.96	S 61°17'50.0"E	20.95	S 78°07'00"W	S 74°28'40"E
61	330.00	012°01'36"	69.27	S 84°07'48.0"E	69.14	N 00°08'36"E	S 78°07'00"W
62	170.00	015°39'56"	46.48	N 00°41'22.0"E	46.34	N 00°08'36"E	N 15°31'20"W
63	170.00	001°09'18"	4.43	N 00°26'03.0"E	4.43	N 00°08'36"E	N 00°08'36"E
64	170.00	014°30'38"	43.05	N 08°16'01.0"E	42.94	N 01°00'42"W	N 15°31'20"W
65	430.00	016°48'28"	126.14	N 8°16'01.0"E	125.69	S 88°42'52"E	S 74°28'40"E
66	430.00	008°04'30"	68.11	N 7°09'00.0"E	68.04	S 88°42'52"E	S 74°28'40"E
67	430.00	007°43'58"	58.03	N 87°25'09.0"E	57.99	S 88°42'52"E	N 83°33'10"E
68	170.00	007°43'58"	69.60	N 87°25'09.0"E	69.60	S 88°42'52"E	N 83°33'10"E
69	430.00	020°29'21"	153.77	N 19°53'55.5"E	152.95	S 89°51'24"E	N 69°39'15"E
70	430.00	001°17'20"	9.67	N 70°17'55.0"E	9.67	N 70°56'35"E	N 69°39'15"E
71	430.00	012°01'36"	123.43	S 84°07'48.0"E	122.88	S 89°51'24"E	N 69°39'15"E
72	430.00	002°41'53"	20.25	S 88°47'39.5"E	20.25	S 89°51'24"E	N 87°26'43"E
73	170.00	015°39'56"	46.48	S 82°18'38.0"E	46.34	N 89°51'24"E	S 74°28'40"E
74	230.00	015°39'56"	62.89	S 82°18'38.0"E	62.89	N 89°51'24"E	S 74°28'40"E
75	230.00	002°00'56"	8.09	N 00°51'52.0"E	8.09	N 00°08'36"E	N 01°52'20"W
76	230.00	015°39'56"	54.79	N 08°41'50.0"E	54.67	N 01°52'20"W	N 15°31'20"W
77	370.00	0108°04'35"	108.54	S 76°46'03.5"E	106.26	S 89°51'24"E	S 63°23'31"E
78	370.00	016°30'44"	106.63	N 83°01'46.0"E	106.26	S 89°51'24"E	S 63°23'31"E
79	370.00	000°17'44"	1.91	N 74°37'32.0"E	1.91	N 74°46'24"E	S 74°28'40"E
80	170.00	011°08'09"	32.89	N 21°03'54.5"E	32.84	N 15°31'20"E	S 26°36'29"E
81	230.00	026°45'05"	107.39	N 76°46'03.5"E	106.41	S 89°51'24"E	S 63°23'31"E
82	230.00	012°01'36"	69.27	N 84°07'48.0"E	69.14	N 00°08'36"E	S 78°07'00"W
83	230.00	017°32'31"	70.42	N 8°08'36.0"E	70.42	N 89°51'24"E	S 82°08'51"E
84	230.00	003°13'42"	12.96	N 88°31'45.0"E	12.96	S 89°51'24"E	S 86°54'54"E
85	60.00	060°00'00"	62.83	00°03'00.0"W	60.00	S 50°03'00"W	S 50°03'00"W
86	60.00	044°20'04"	46.43	S 52°18'38.0"E	45.28	N 74°28'40"E	N 50°08'36"E
87	60.00	065°06'15"	68.18	S 72°58'12.5"E	64.57	S 09°44'15"W	S 40°25'05"E
88	60.00	050°09'20"	52.52	S 50°09'20.0"E	50.86	S 09°44'15"W	S 40°25'05"E
89	60.00	045°48'01"	47.96	S 32°38'15.5"E	46.70	S 55°32'16"E	S 09°44'15"E
90	60.00	094°36'20"	99.07	N 76°09'34.0"E	88.19	N 29°51'24"W	S 55°32'16"E
91	170.00	026°45'05"	78.37	S 76°46'03.5"E	78.65	N 89°51'24"E	S 63°23'31"E
92	170.00	026°45'05"	79.37	S 76°46'03.5"E	78.65	N 89°51'24"E	S 63°23'31"E
93	230.00	011°05'09"	44.50	N 20°03'54.5"E	44.43	N 15°31'20"W	S 26°36'29"E
94	230.00	012°01'36"	69.27	N 84°07'48.0"E	69.14	N 00°08'36"E	S 78°07'00"W
95	230.00	015°39'56"	62.89	S 82°18'38.0"E	62.69	N 89°51'24"E	S 74°28'40"E
96	370.00	020°29'21"	132.31	N 79°53'55.5"E	131.61	S 89°51'24"E	N 69°39'15"E
97	370.00	010°16'14"	66.33	N 89°00'29.0"E	66.24	S 89°51'24"E	S 79°52'22"E
98	370.00	010°13'07"	65.99	N 87°44'58.0"E	65.90	N 79°52'22"E	S 79°52'22"E
99	230.00	020°29'21"	153.77	N 19°53'55.5"E	152.95	S 89°51'24"E	N 69°39'15"E
100	230.00	019°07'05"	76.74	S 10°47'12.5"E	76.39	N 01°13'40"E	S 20°20'45"E
101	70.00	020°17'45"	16.33	N 20°36'01.0"E	16.29	N 27°16'59"E	N 13°55'03"E
102	70.00	020°17'45"	16.33	N 20°36'01.0"E	16.29	N 27°16'59"E	N 13°55'03"E
103	330.00	030°55'25"	178.11	N 74°40'53.5"E	175.95	S 89°51'24"E	N 59°13'11"E
104	330.00	017°50'04"	102.72	N 74°08'59.0"E	102.30	N 83°04'01"E	N 59°13'11"E
105	330.00	007°04'35"	40.76	N 66°36'18.5"E	40.73	N 89°51'24"E	N 83°04'01"E
106	330.00	016°30'44"	106.63	N 83°01'46.0"E	106.26	S 89°51'24"E	S 63°23'31"E
107	230.00	016°39'27"	66.87	S 71°43'14.0"E	66.63	S 80°02'58"E	S 63°23'31"E
108	230.00	010°05'38"	40.52	S 85°05'47.0"E	40.47	N 89°51'24"E	S 80°02'58"E
109	230.00	010°05'38"	40.52	S 85°05'47.0"E	40.47	N 89°51'24"E	S 80°02'58"E
110	270.00	007°34'35"	35.70	N 86°21'18.5"E	35.68	S 89°51'24"E	N 82°34'01"E
111	270.00	021°13'13"	100.00	N 71°57'24.0"E	99.43	S 82°44'17"E	N 82°34'01"E
112	270.00	012°02'42"	69.27	N 84°07'48.0"E	69.14	N 00°08'36"E	S 78°07'00"W
113	170.00	005°40'34"	16.84	N 43°46'58.0"E	16.83	N 40°56'41"E	N 46°37'15"W
114	170.00	005°40'34"	228.55	N 43°46'58.0"E	225.55	N 40°56'41"E	N 46°37'15"W
115	180.00	043°45'05"	65.00	N 39°06'28.5"E	64.86	N 46°37'15"W	N 89°51'24"W
116	180.00	013°18'05"	65.00	N 39°06'28.5"E	64.86	N 46°37'15"W	N 89°51'24"W
117	180.00	013°18'05"	65.00	N 39°06'28.5"E	64.86	N 46°37'15"W	N 89°51'24"W
118	180.00	013°18'05"	65.00	N 39°06'28.5"E	64.86	N 46°37'15"W	N 89°51'24"W
119	180.00	013°18'05"	65.00	N 39°06'28.5"E	64.86	N 46°37'15"W	N 89°51'24"W
120	280.00	003°46'54"	18.48				

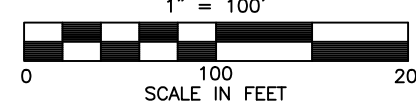
Exhibit 3
Phasing Plan

DRAFT

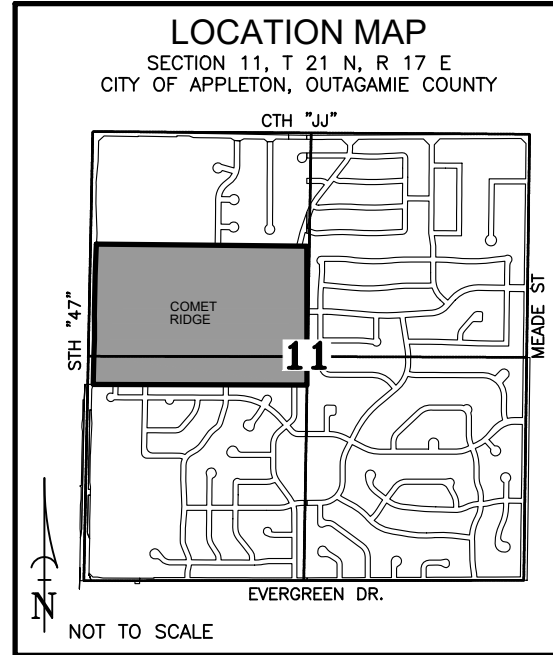
COMET RIDGE



BEARINGS ARE REFERENCED TO THE OUTAGAMIE
COUNTY COORDINATE SYSTEM (NAD83) WHICH HAS
THE WEST LINE OF THE NORTHWEST 1/4 OF
SECTION 11, RECORDED TO BEAR S01°12'23"W



PHASING KEY



Martenson & Eisele, Inc.

 1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381
 Planning
 Environmental
 Surveying
 Engineering
 Architecture

[illegible]

PHASING & CONSTRUCTION TIMELINE

SCALE 1" = 100'	DATE 11-12-2025
COMPUTER FILE 1-1306-003_Phasing.dwg	

DRAWING NO.
PHASING

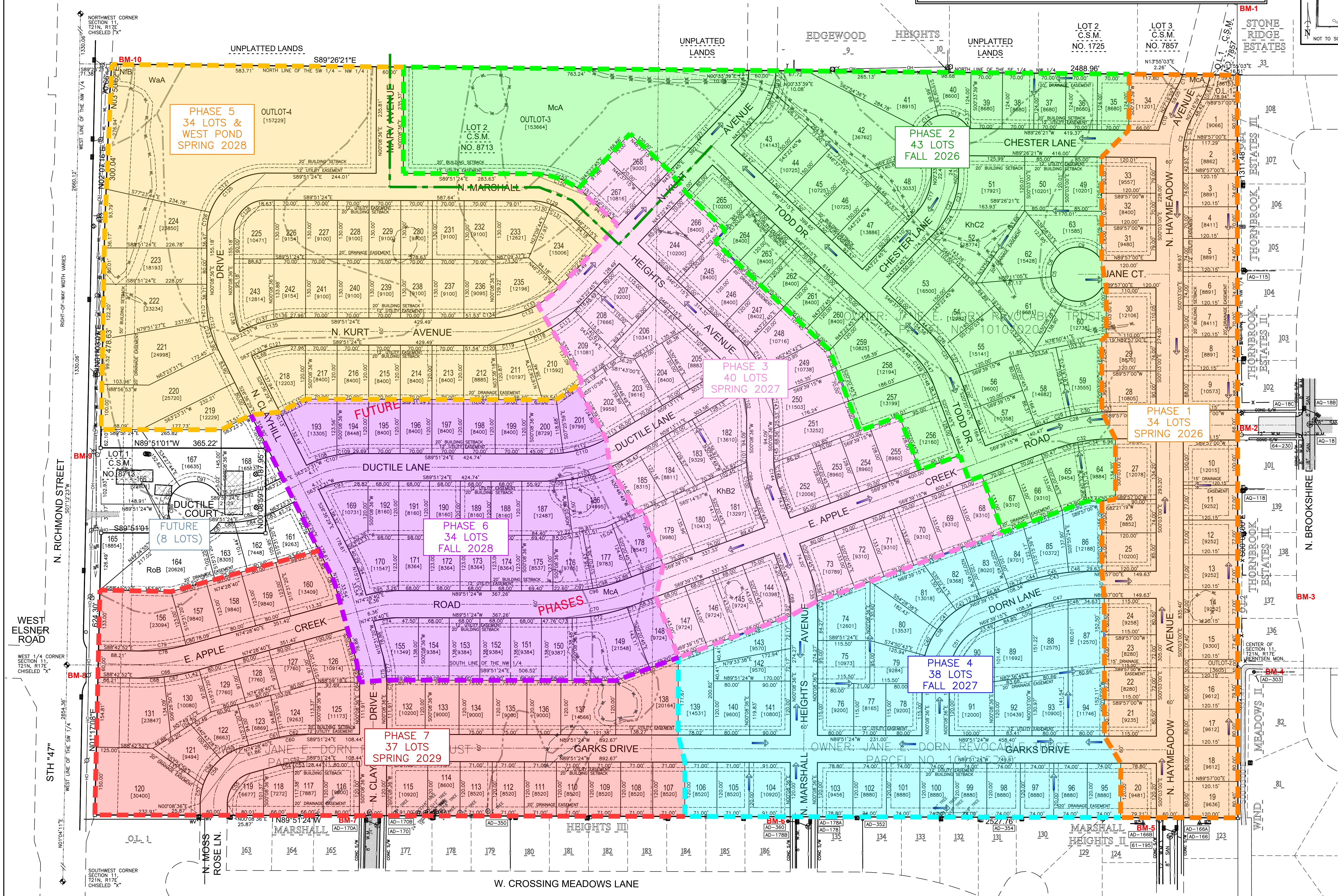
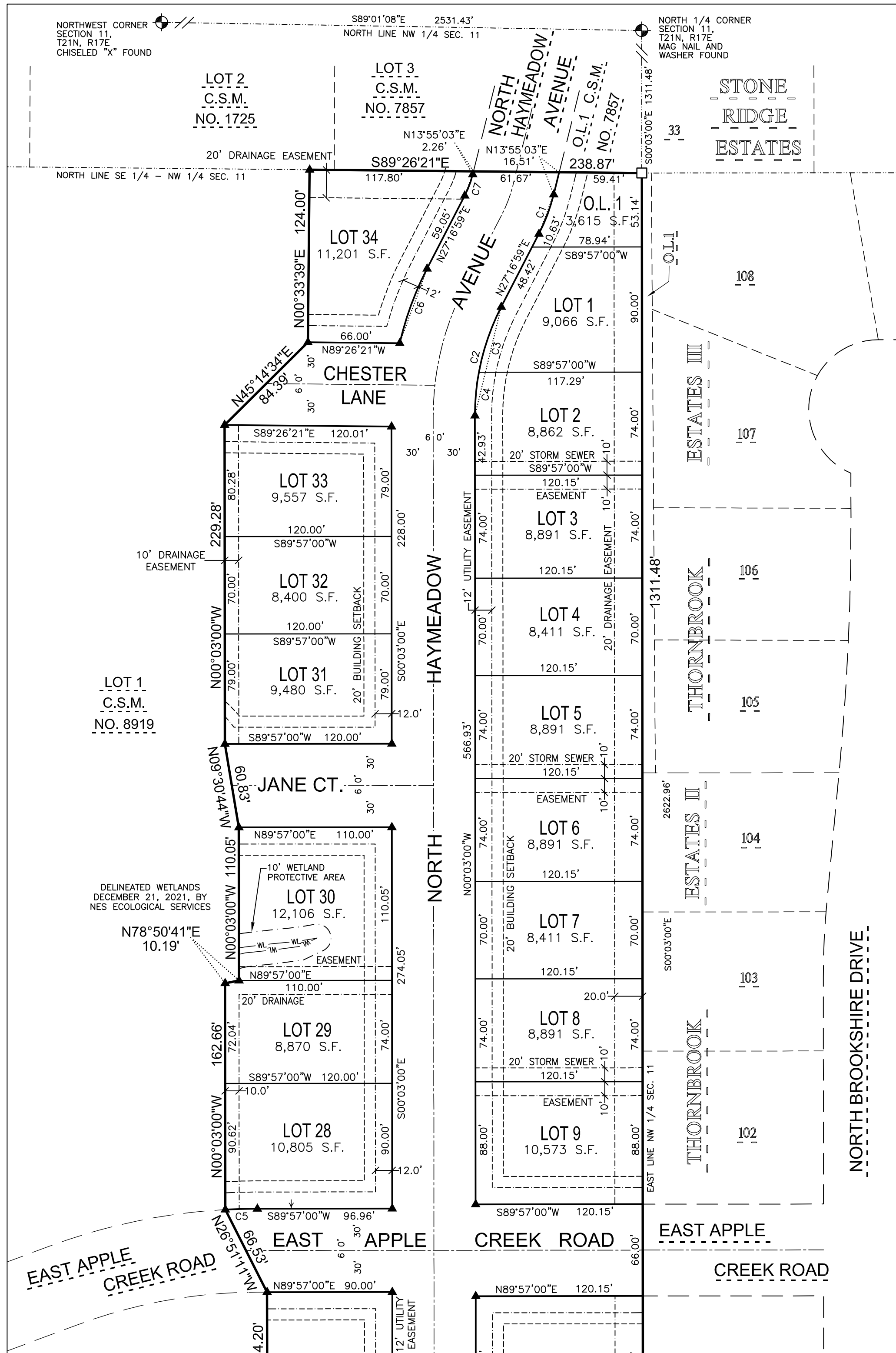


Exhibit 4
Final Plat – Phase 1

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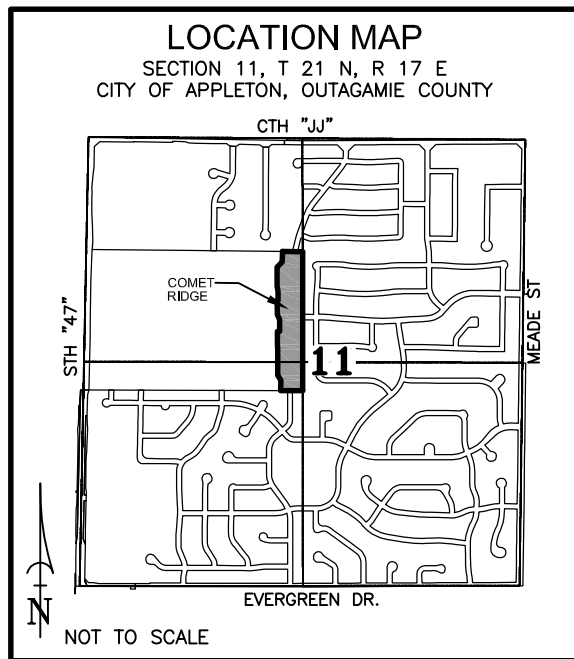
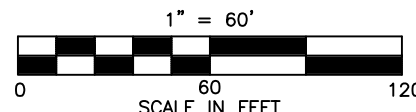
COMET RIDGE

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 11, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



Curve	Radius	Delta	Length	Chord Bearing	Chord	Tangent In	Tangent Out
130.00'	013°21'56"	30.33'	130.00'	N 13°36'59.5"E	30.33'	N 13°36'59.5"E	N 13°36'59.5"E
170.00'	027°19'59"	81.10'	170.00'	N 27°19'59.5"E	81.10'	N 27°19'59.5"E	N 27°19'59.5"E
170.00'	016°48'04"	49.85'	170.00'	N 16°48'04.5"E	49.85'	N 16°48'04.5"E	N 16°48'04.5"E
170.00'	010°53'15"	31.25'	170.00'	N 10°53'15.5"E	31.25'	N 10°53'15.5"E	N 10°53'15.5"E
430.00'	003°04'19"	23.05'	430.00'	N 3°04'19.5"E	23.05'	N 3°04'19.5"E	N 3°04'19.5"E
230.00'	014°15'00"	16.33'	230.00'	N 14°15'00.5"E	16.33'	N 14°15'00.5"E	N 14°15'00.5"E
70.00'	013°21'56"	16.33'	70.00'	N 13°21'56.5"E	16.33'	N 13°21'56.5"E	N 13°21'56.5"E

BEARINGS ARE REFERENCED TO THE OUTAGAMIE COUNTY COORDINATE SYSTEM (NAD83) WHICH HAS THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 11, RECORDED TO BEAR S89°01'08"E



- LEGEND**
- 1" O.D. ROUND IRON PIPE SET, 24" LONG, WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT CORNERS
 - 1-1/4" O.D. ROUND REINFORCING BAR SET, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 - 1" IRON PIPE FOUND
 - 1-1/4" IRON REBAR FOUND
 - GOVERNMENT CORNER
 - DELINEATED WETLANDS
 - NO ACCESS TO RIGHT-OF-WAY (SEE ACCESS RESTRICTION CLAUSE)
 - UTILITY EASEMENTS** - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

- DRAINAGE EASEMENT NOTES:**
- DRAINAGE EASEMENTS ARE CONVEYANCE PATHS FOR STORM WATER. THE PLACEMENT OF FILL, BUILDINGS, BERMS, RETAINING WALLS, TREES, LANDSCAPING OR ANY OTHER FEATURES THAT IMPEDES DRAINAGE OR INTERFERES WITH THE FLOW OF WATER OR CHANGES THE SHAPE OR A DRAINAGE EASEMENT IS STRICTLY PROHIBITED.
 - MAINTENANCE OF ALL DRAINAGE EASEMENTS WITHIN THE LAND DIVISION OR SERVING THIS SUBDIVISION ARE THE SOLE RESPONSIBILITY OF THE LOT OWNERS FOR THE PURPOSE OF CONVEYING AND MANAGING STORM WATER THROUGH THE PLAT.
 - UPON FAILURE OF THE PROPERTY OWNERS TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS, THE CITY OF APPLETON RETAINS THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENT OF THE MAINTENANCE AND/OR REPAIRS SHALL BE ASSESSED AMONG THE PROPERTY OWNERS OF THIS SUBDIVISION IN EQUAL AMOUNT OR WHERE THE CAUSE CAN BE SPECIFICALLY IDENTIFIED, THEN THE PAYMENT SHALL BE ASSESSED TO THE SPECIFIC PROPERTY OWNER(S).

NOTES:

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 20 SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.

FRONT YARD BUILDING SETBACKS ARE 20 FEET MINIMUM FROM NORTH HAYMEADOW AVENUE, CHESTER LANE, JANE COURT, EAST APPLE CREEK ROAD, DORN LANE, AND GARKS DRIVE. THE MINIMUM REAR YARD BUILDING SETBACKS ARE 25 FEET AND MINIMUM SIDE YARD BUILDING SETBACKS ARE 6 FEET AS LISTED IN THE CITY OF APPLETON ZONING ORDINANCE, R-1B SINGLE-FAMILY DISTRICT.

THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATTED AREA.

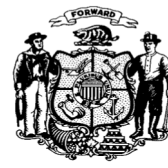
DUE TO EXTENSIVE GRADING TO PREPARE THE SITE FOR CONSTRUCTION, A WAIVER OF THE REQUIREMENTS OF §236.15 OF THE WISCONSIN STATUTES AND CHAPTER 17 OF THE APPLETON MUNICIPAL CODE RELATING TO THE PLACEMENT OF SURVEY MONUMENTS FOR LOTS 1 THROUGH 27 OF THIS PLAT HAS BEEN APPROVED BY THE CITY OF APPLETON, DATED JULY 16, 2024. PURSUANT TO §17-3(5), APPLETON MUNICIPAL CODE, ALL MONUMENTS SHALL BE IN PLACE WITHIN ONE (1) YEAR OF THE GRANTING OF THE MONUMENT WAIVER.

OUTLOT-2 BEING DEDICATED TO THE PUBLIC FOR PUBLIC TRAIL.

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



Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
Info@martenson-eisele.com
920.731.0381 1.800.236.0381
Planning
Environmental
Surveying
Engineering
Architecture

Revised September 30, 2025
Drawing No. 1-1306-003
Sheet 1 of 2
This Instrument drawn by: C. Cleary

COMET RIDGE

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 11, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER R. CLEARY, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED COMET RIDGE, AT THE DIRECTION OF NORTH APPLETON PROPERTIES, LLC, PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 11, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1311.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1311.48 FEET TO THE CENTER CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 331.47 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 24 SECONDS WEST, ALONG THE NORTH LINE OF MARSHALL HEIGHTS II, A DISTANCE OF 259.36 FEET; THENCE THE FOLLOWING FIVE CALLS ARE ALONG EAST LINES OF LOT 2 OF CERTIFIED SURVEY MAP NO. 8919; THENCE NORTH 00 DEGREES 08 MINUTES 36 SECONDS EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 31 DEGREES 06 MINUTES 01 SECOND WEST, A DISTANCE OF 70.18 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 304.61 FEET; THENCE NORTH 04 DEGREES 48 MINUTES 49 SECONDS WEST, A DISTANCE OF 60.21 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 82 DEGREES 21 MINUTES 19 SECONDS EAST, ALONG A SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, A DISTANCE OF 30.27 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, A DISTANCE OF 134.20 FEET; THENCE NORTH 26 DEGREES 51 MINUTES 11 SECONDS WEST, ALONG AN EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, A DISTANCE OF 66.53 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, A DISTANCE OF 162.66 FEET; THENCE NORTH 78 DEGREES 50 MINUTES 41 SECONDS EAST, ALONG A SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919, A DISTANCE OF 10.19 FEET; THENCE THE FOLLOWING FIVE CALLS ARE ALONG EAST LINES OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8919; THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.05 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.83 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 229.28 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 34 SECONDS EAST, A DISTANCE OF 84.39 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 39 SECONDS EAST, A DISTANCE OF 124.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 238.87 FEET TO THE POINT OF BEGINNING. CONTAINING 469,779 SQ.FT. [10.785 ACRES].

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE MADE SUCH LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS SHOWN HEREIN.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF OUTAGAMIE COUNTY AND THE CITY OF APPLETON IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND THIS DAY OF , 2025.

CHRISTOPHER R. CLEARY, PROFESSIONAL LAND SURVEYOR S-2551

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

NORTH APPLETON PROPERTIES, LLC, DULY ESTABLISHED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID NORTH APPLETON PROPERTIES, LLC, CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

NORTH APPLETON PROPERTIES, LLC, FURTHER CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: DEPARTMENT OF ADMINISTRATION, OUTAGAMIE COUNTY, AND CITY OF APPLETON.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS DAY OF , 2025.

GREG GAUERKE - MEMBER

STATE OF WISCONSIN)) SS
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME THIS DAY OF , 2025,
THE ABOVE OWNER(S) TO ME KNOWN TO BE THE PERSON(S), WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY NORTH APPLETON PROPERTIES, LLC, GRANTORS, TO

WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE, AND TIME WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

GREG GAUERKE - MEMBER

DRAINAGE EASEMENT PROVISIONS

AN EASEMENT FOR DRAINAGE IS HEREBY GRANTED BY NORTH APPLETON PROPERTIES, LLC, GRANTOR, TO

CITY OF APPLETON, GRANTEE,

THE GRANTOR, THEIR RESPECTIVE LESSEES, SUCCESSORS, HEIRS OR ASSIGNS, SHALL HAVE FULL USE AND ENJOYMENT OF THE PROPERTY REFERENCED ABOVE PROVIDED THAT SUCH USE DOES NOT INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, REPLACE, OPERATE, MAINTAIN AND REPAIR SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES. IT IS FURTHER AGREED THAT AFTER MAINTAINING, REPAIRING, REPLACING OR RELOCATING OF SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES GRANTEE SHALL RESTORE UNIMPROVED SURFACES SUCH AS GRASS, GRAVEL AND DIRT ON SAID PROPERTY, AS CLOSELY AS POSSIBLE, TO THE CONDITION PREVIOUSLY EXISTING. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN. GRANTEE DOES HEREBY AGREE TO COMPENSATE FULLY FOR ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY FROM SAID MAINTENANCE, REPAIR, REPLACEMENT OR RELOCATION OF SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES, THAT OCCUR OUTSIDE OF THE ABOVE DESCRIBED EASEMENT AREA. BUILDINGS OR ANY OTHER TYPE OF STRUCTURE OR IMPEDIMENT TO DRAINAGE SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "DRAINAGE EASEMENT". GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK. GRANTOR SHALL MAINTAIN GROUND SURFACE AND VEGETATION SO AS NOT TO IMPEDE DRAINAGE.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

GREG GAUERKE - MEMBER

STORM SEWER EASEMENTS PROVISION

AN EASEMENT FOR STORM SEWER IS HEREBY GRANTED BY NORTH APPLETON PROPERTIES, LLC, GRANTOR, TO

CITY OF APPLETON, GRANTEE,

THE GRANTOR, THEIR RESPECTIVE LESSEES, SUCCESSORS, HEIRS OR ASSIGNS, SHALL HAVE FULL USE AND ENJOYMENT OF THE PROPERTY REFERENCED ABOVE PROVIDED THAT SUCH USE DOES NOT INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, REPLACE, OPERATE, MAINTAIN AND REPAIR SAID STORM SEWER AND ASSOCIATED APPURTENANCES. IT IS FURTHER AGREED THAT AFTER MAINTAINING, REPAIRING, REPLACING OR RELOCATING OF SAID STORM SEWER AND ASSOCIATED APPURTENANCES GRANTEE SHALL RESTORE UNIMPROVED SURFACES SUCH AS GRASS, GRAVEL AND DIRT ON SAID PROPERTY, AS CLOSELY AS POSSIBLE, TO THE CONDITION PREVIOUSLY EXISTING. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN. GRANTEE DOES HEREBY AGREE TO COMPENSATE FULLY FOR ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY FROM SAID MAINTENANCE, REPAIR, REPLACEMENT OR RELOCATION OF SAID STORM SEWER AND ASSOCIATED APPURTENANCES, THAT OCCUR OUTSIDE OF THE ABOVE DESCRIBED EASEMENT AREA. BUILDINGS OR ANY OTHER TYPE OF STRUCTURE SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "STORM SEWER EASEMENT" GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

GREG GAUERKE - MEMBER

COMMON COUNCIL RESOLUTION:

RESOLVED, THAT COMET RIDGE, IN THE CITY OF APPLETON, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

ON THIS DAY OF , 2025.

JACOB A. WOODFORD, CITY MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

KAMI LYNCH, CITY CLERK DATE

CITY TREASURER'S CERTIFICATE:

I, JERI A. OHMAN, BEING THE DULY QUALIFIED AND ACTING FINANCE DIRECTOR OF THE CITY OF APPLETON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF ON ANY OF THE LAND INCLUDED IN COMET RIDGE.

JERI A. OHMAN, CITY FINANCE DIRECTOR DATE

COUNTY TREASURER'S CERTIFICATE:

I, , BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF OUTAGAMIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF AFFECTING THE LANDS INCLUDED IN COMET RIDGE.

DATE SIGNED COUNTY TREASURER

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

Martenson & Eisele, Inc.

1377 Midway Road Planning
Menasha, WI 54952 Environmental
www.martenson-eisele.com Surveying
info@martenson-eisele.com Engineering
920.731.0381 1.800.236.0381 Architecture

Revised September 30, 2025

Drawing No. 1-1306-003

Sheet 2 of 2

This Instrument drawn by: C. Cleary

Exhibit 5:
Waivers of Special Assessment Notices and Hearing

DRAFT



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:

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 _____

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, Phase 1

DRAFT

Comet Ridge Plat								Exhibit 6
Number of Lots: 34 plus 2 Outlots				Gross Area: 469,794.6 SF (10.785 ac)				rev 02/04/2026
Lot Area: 330,985 / 323,765 SF (w and w/out Outlots)				Developer: North Appleton Properties, LLC				DRAFT
Total C/L Footage: 2296.32				Work Order: TBD				
Total Pavement Area (to b/curb): 8063.2 SY								
DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2026 ESTIMATED)	Special Assessments (2031 ESTIMATED)	Special Assessments (2033 ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$18,370.56	\$0.00	\$18,370.56	\$18,370.56	\$0.00	\$0.00		(2296.32 C/L Ft.) x (\$8.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$120,948.00	\$0.00	\$120,948.00	\$120,948.00	\$0.00	\$0.00		(8063.2 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment	\$4,296.36	\$0.00	\$4,296.36	\$4,296.36	\$0.00	\$0.00	5431	(\$13.27/1000 s.f.)*(323,765 s.f.)
Sewer Televising (estimated cost)	\$3,214.85	\$0.00	\$3,214.85	\$3,214.85	\$0.00	\$0.00	5427 5222	(4592.642 LF) x (\$0.70 / LF)
Street Name / Traffic Control Signs (estimated cost)	\$4,592.64	\$0.00	\$4,592.64	\$4,592.64	\$0.00	\$0.00	4010	(2296.32 C/L Ft.) x (\$2.00 / C/L. Ft.)
Concrete Pavement (estimated cost)	\$459,264.00	\$0.00	\$459,264.00	\$0.00	\$459,264.00	\$0.00	4010	(2296.32 LF) x (\$200.00/LF)
Concrete Pavement Adjacent to East Pond (est. cost)	\$78,984.12	\$0.00	\$78,984.12	\$0.00	\$0.00	\$78,984.12	4010	(918.42 FF) x (\$86/FF)
Sidewalks - with Concrete Pavement (estimated cost)	\$142,703.40	\$0.00	\$142,703.40	\$0.00	\$142,703.40	\$0.00	4010	(20386.2 s.f.) x (\$7.00/s.f.)
Sidewalks - w/ Conc Pave Adj to East Pond (est. cost)	\$39,492.06	\$0.00	\$39,492.06	\$0.00	\$0.00	\$39,492.06	4010	(918.42 FF) x (\$43.00/FF)
Sidepaths - with Concrete Pavement (estimated cost)	\$36,078.00	\$0.00	\$36,078.00	\$0.00	\$18,039.00	\$0.00	4010	(5154 s.f.) x (\$7.00/s.f.)
East Pond Native Seeding/Plantings (estimated cost)	\$45,848.00	\$0.00	\$45,848.00	\$0.00	\$0.00	\$45,848.00	4010	sideslope/upland, shoreline, emergent zones
Sanitary Sewer	\$188,380.80	\$188,380.80	\$0.00	n/a	n/a	n/a	5431	Private Contractor hired by Developer
Storm Sewer	\$826,964.25	\$826,964.25	\$0.00	n/a	n/a	n/a	5230	Private Contractor hired by Developer
Erosion Control/Restoration	\$53,866.54	\$53,866.54	\$0.00	n/a	n/a	n/a	5230	Private Contractor hired by Developer
East Stormwater Pond	\$338,980.67	\$338,980.67	\$0.00	n/a	n/a	n/a	5230	Private Contractor hired by Developer
Water Main	\$307,996.00	\$307,996.00	\$0.00	n/a	n/a	n/a	5371	Private Contractor hired by Developer
Grading & Graveling	\$203,325.51	\$203,325.51	\$0.00	n/a	n/a	n/a	4010	Private Contractor hired by Developer
General/Topsoil Strip	\$30,023.96	\$30,023.96	\$0.00	n/a	n/a	n/a	4010	Private Contractor hired by Developer
Street Lights/Utilities	\$104,240.00	\$104,240.00	\$0.00	n/a	n/a	n/a	4010	Private Contractor hired by Developer
Initial 8-inch gravel sidepaths	\$6,050.00	\$6,050.00	\$0.00	n/a	n/a	n/a	4010	Private Contractor hired by Developer
Trail w/ 2-inch asphalt	\$3,250.00	\$3,250.00	\$0.00	n/a	n/a	n/a	4010	Private Contractor hired by Developer
Design Engineer Fees and Contingencies	\$402,903.77	\$402,903.77	\$0.00	n/a	n/a	n/a	4010	Private Contractor hired by Developer
TOTALS	\$3,419,773.49	\$2,465,981.50	\$953,791.99	\$151,422.41	\$620,006.40	\$164,324.18		

Exhibit 7:
Illustration of City and Developer Led Portions of Sanitary Sewer Project

DRAFT

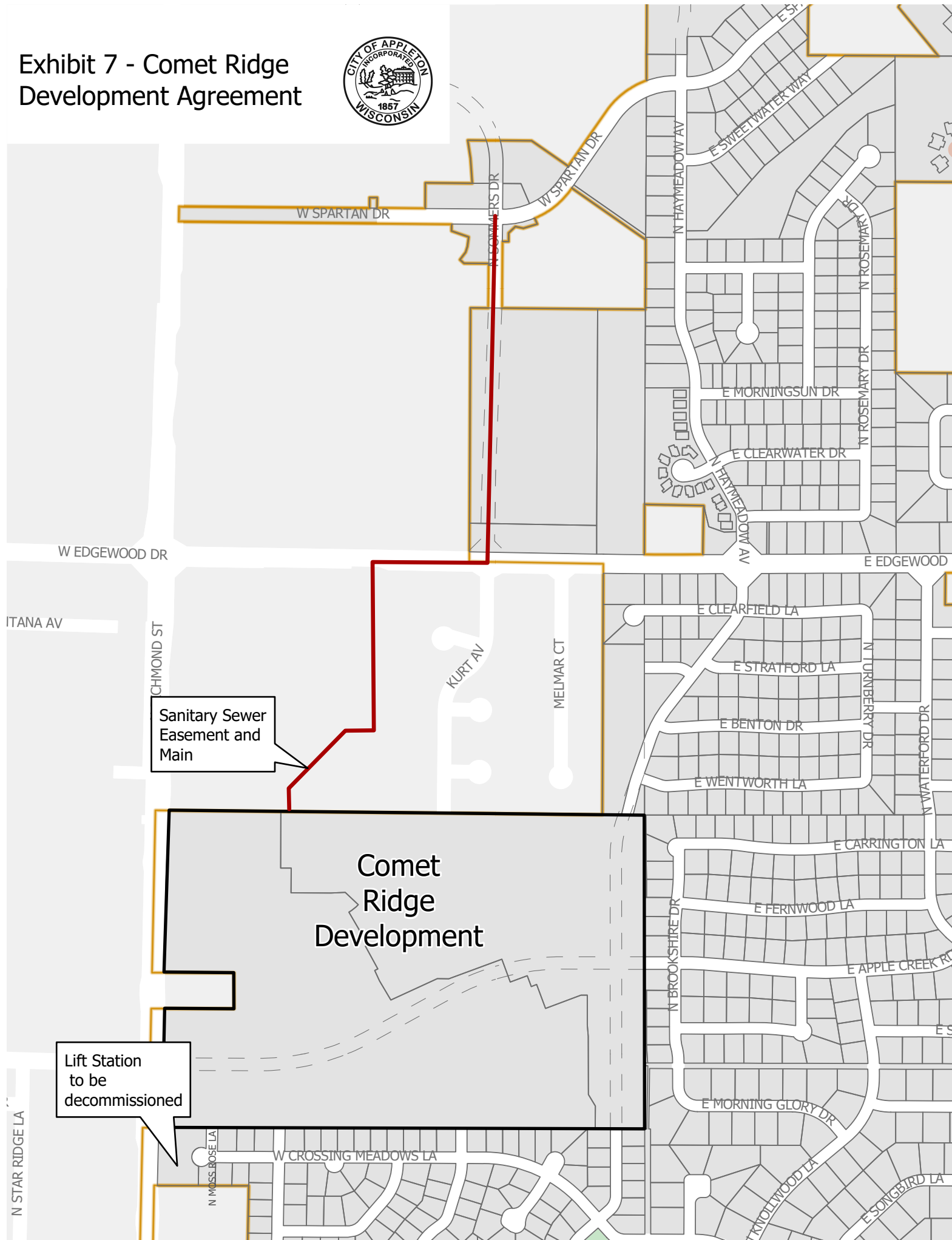


Exhibit 8
Comet Ridge Plat – New Street Design Approvals

DRAFT



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: October 6, 2025
To: Municipal Services Committee
From: Laura Jungwirth, Director of Public Works
Pete Neuberger, Deputy Director of Public Works / City Engineer
Eric Lom, City Traffic Engineer
Subject: Comet Ridge Plat - New Street Design Approvals

Since the City's adoption of the Complete Streets Design Guide and Complete Streets Policy in 2024, the Department of Public Works (DPW) has presented new street design criteria to the Municipal Services Committee and Common Council for approval prior to Final Plat.

Action Item:

Approve the roadway design parameters for proposed streets in the Comet Ridge plat as follows:

- Haymeadow Avenue (north plat limits to Apple Creek Road and south plat limits to approximately 160 feet north of Garks Drive):
 - Collector street designation.
 - 60' right-of-way.
 - 5' concrete sidewalk on both sides along the right-of-way line.
 - 8.5' vegetated terraces on both sides, adjacent to sidewalks.
 - Street having a future concrete pavement section with curb & gutter; the pavement section is 33' wide (from back of curb to back of curb).
 - On-street parking on both sides.
 - Future supplemental traffic calming spot features may be determined administratively with final design.
- Haymeadow Avenue (Apple Creek Road to approximately 160 feet north of Garks Drive):
 - Collector street designation.
 - 60' right-of-way.
 - 5' concrete sidewalk on west side along the right-of-way line.
 - 10' concrete side path on east side along the right-of-way line.
 - 6' vegetated terraces on both sides, adjacent to sidewalks.
 - Street having a future concrete pavement section with curb & gutter; the pavement section is 33' wide (from back of curb to back of curb).
 - On-street parking on both sides.
 - Future supplemental traffic calming spot features may be determined administratively with final design.

- Apple Creek Road (east plat limits to STH47/Richmond Street):
 - Collector street designation.
 - 60' right-of-way.
 - 5' concrete sidewalk on north side along the right-of-way line.
 - 10' concrete side path on south side along the right-of-way line.
 - 7.5' vegetated terraces on both sides, adjacent to sidewalks.
 - Street having a future concrete pavement section with curb & gutter; the pavement section is 30' wide (from back of curb to back of curb).
 - On-street parking on one side only.
 - Future supplemental traffic calming spot features may be determined administratively with final design.

- Chester Lane (Haymeadow Av to Todd Dr), Jane Court (Haymeadow Av to cul de sac), Todd Drive (Apple Creek Rd to Kurt Av), Kurt Avenue (north plat limits to Clayhill Dr), Marv Avenue (north plat limits to Marshall Heights Av), Clayhill Drive (Marshall Heights Av to south plat limits), Marshal Heights Avenue (Clayhill Dr to south plat limits), Ductile Lane (Marshall Heights Av to cul de sac), Dorn Lane (Haymeadow Av to Garks Dr), Garks Drive (Haymeadow Av to south plat limits)
 - Local street designation
 - 60' right-of-way.
 - 5' concrete sidewalks on both sides along the right-of-way line.
 - 11.5' vegetated terraces on both sides, adjacent to sidewalks.
 - Street having a future concrete pavement section with curb & gutter; the pavement section is 27' wide (from back of curb to back of curb).
 - On-street parking on one side only.
 - Future supplemental traffic calming spot features may be determined administratively with final design.