

DEVELOPMENT NAME
DEVELOPER'S AGREEMENT

This Agreement, made this _____ day of _____, 20____, by and between the CITY OF GREENFIELD, a municipal corporation, with principal offices located at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "CITY" and _____, hereinafter called "DEVELOPER".

WHEREAS, DEVELOPER has presented CITY a Planned Unit Development Project known as "_____, hereinafter called DEVELOPMENT. DEVELOPMENT includes a 7 Lot, 2 Outlot single family subdivision, currently located on Lot 3, Certified Survey Map No. _____, City of Greenfield, Milwaukee County, Wisconsin, 20 Tax Key No. _____, attached hereto and labeled as Exhibit No. 1; and

WHEREAS DEVELOPMENT is currently zoned R-1, and meets the criteria of its zoning as established in Section 21.01.0400 of Greenfield Municipal Code; and

WHEREAS, DEVELOPER plans to develop DEVELOPMENT and certain "Required Improvements" must be provided for; and

WHEREAS, CITY, at the _____ Planning Commission, and at the _____ Common Council meetings have approved the execution of this agreement for the purpose of street and utility extension for DEVELOPMENT,

NOW, THEREFORE and in consideration of the approval of the CITY of DEVELOPMENT, DEVELOPER promises, covenants and agrees as follows:

SECTION 1. PARTIES BOUND

This Agreement shall be binding upon DEVELOPER, its heirs, executors, administrators, successors, assigns, Homeowners Association and individual lot owners.

A "Notice of Developer's Agreement" shall be recorded at the Register of Deeds Office, Milwaukee County, Wisconsin, which shall be legal notice of this agreement.

This Agreement is supplementary to and in conjunction with all those documents, agreements, conditions, and covenants affecting and relating to DEVELOPMENT, which are made a part hereof and incorporated herein as part of this Agreement.

SECTION 2. LAND DIVISION ISSUES

DEVELOPER has caused the "_____" subdivision final plat to be prepared, attached hereto and labeled as Exhibit No. 2. DEVELOPER acknowledges that said final plat shall be recorded at the Register of Deeds Office, Milwaukee County, Wisconsin, by CITY, in conjunction with the Notice of Developers Agreement for DEVELOPMENT.

SECTION 3. REQUIRED IMPROVEMENTS

DEVELOPER has caused a detailed Civil Site Construction Plan set to be prepared identifying the "Required Improvements" for DEVELOPMENT, attached hereto and labeled as Exhibit No. 3. Exhibit No. 3 documents shall be referenced when determining if "Required Improvements" are "Public" or "Private". If "Required Improvements" are not clearly identified as "Public" or "Private" on Exhibit No. 3 documents, CITY shall determine the "Public" or "Private" status of said "Required Improvements".

A. EROSION CONTROL

1. DEVELOPER has caused a detailed erosion control plan to be prepared for DEVELOPMENT. This plan is attached hereto as part of Exhibit No. 3.
2. DEVELOPER agrees to follow all Wisconsin Department of Natural Resource (hereinafter called WI DNR) requirements (Ch. 283, WI Stats., Ch. NR 151 and NR 216 WI Adm. Code) for erosion control and storm water discharge / runoff during construction and grading of DEVELOPMENT.
3. DEVELOPER acknowledges that written reports of all erosion control inspections conducted by DEVELOPER must be maintained throughout the project and shall be provided to the CITY or WI DNR upon request.
4. DEVELOPER agrees to follow all requirements of CITY Municipal Code (Ord. No. 1828) for erosion control. DEVELOPER is required to apply for a CITY soil erosion control permit prior to the commencement of any construction and/or grading. Erosion control measures shall be installed prior to mass site grading and/or underground utility work.
5. Failure by DEVELOPER to maintain the erosion control devices and/or practices may result in CITY revoking the erosion control permit, and/or initiating legal or equitable action as may be necessary to ensure that all provisions of the soil erosion control permit are met. If said soil erosion control permit is revoked, DEVELOPER shall be required to apply for a new erosion control permit and pay all appropriate permit fees.
6. Failure by DEVELOPER to conduct and document proper erosion control inspections and reporting practices may result in CITY performing said inspections and reporting, at DEVELOPER expense.
7. DEVELOPER agrees to remove any spilled, dropped, washed, or tracked materials in public right-of-way and/or on existing street pavements caused by DEVELOPMENT construction as soon as possible, or when directed to do so by CITY.

B. GRADING

1. DEVELOPER has caused a detailed site grading plan to be prepared for DEVELOPMENT. This plan is attached hereto as part of Exhibit No. 3. DEVELOPER is responsible to conform to these plans for the site development to ensure that no disruption and/or damage is caused to abutting properties and to ensure that proper drainage within DEVELOPMENT is provided.
2. DEVELOPER is responsible to coordinate utility pedestal elevations with approved final grading elevations and drainage ways in DEVELOPMENT.
3. DEVELOPER agrees to provide CITY with certification by a State of Wisconsin licensed engineering/survey firm verifying that the site grades are in conformance with the approved grading plan upon completion of mass site grading operations. In addition, DEVELOPER agrees to take all necessary, immediate corrective actions to properly remedy any grading deficiencies found during the certification process. CITY will provide minimum requirements for certification materials upon request.

C. SANITARY SEWER

1. DEVELOPER has caused detailed construction plans to be prepared for public sanitary sewer for DEVELOPMENT. These plans are attached hereto as part of Exhibit No. 3. These plans are approved subject to the condition that approval also is obtained from the Milwaukee Metropolitan Sewerage District (hereinafter called MMSD) and the WI DNR.
2. DEVELOPER agrees to provide televising of new sanitary sewer mains after construction and provide videotapes or videodiscs to CITY.

D. STORM SEWER / STORM WATER MANAGEMENT

1. DEVELOPER has caused detailed storm sewer construction plans, a storm water management plan and a storm water maintenance plan to be prepared for DEVELOPMENT. The storm sewer construction plans are attached hereto as part of Exhibit No. 3. The approved storm water management plan is on file in the office of the CITY Engineer and is not attached. The approved storm water maintenance plan is attached hereto as Exhibit No. 4. The storm sewer construction plans, the storm water management plan and the storm water maintenance plan are approved subject to the condition that all required approvals are obtained from Milwaukee County, the MMSD and the WI DNR and/or U.S. Army Corps of Engineers. With the exception of the storm water management basin, all storm sewer improvements and appurtenances are public, and intended to be dedicated to and maintained by the City. Said storm water system, storm water management plan and storm water maintenance plan are acceptable to CITY, provided that DEVELOPER acknowledges and agrees as follows:

- a. To maintain the storm water system, basin(s) and practices, along with its perimeters and adjacent areas against erosion, silting, weed and algae growth and collection of debris.
- b. To maintain adequate flow between storm water system inlet and outlet points.
- c. To establish and maintain sufficient access around storm water system, basin(s) and practices as necessary to permit future private maintenance.
- d. To maintain drainage and to minimize any health or safety hazards and/or damage caused by flooding and storm water runoff.
- e. To be responsible for any and all liability and hold CITY harmless from any and all claims arising out of the existence and maintenance of said storm water system, basin(s), practices and appurtenances.
- f. Grants and authorizes CITY, in the event DEVELOPER does not comply with CITY orders (within ten (10) days of written notification) relating to said storm water system, basin(s) and practices, to access DEVELOPMENT storm water system, basin(s) and practices and proceed to do any work reasonably ordered and charge same to DEVELOPER and/or Homeowner's Association (hereinafter called "Association"). Said charges may be collected through a CITY invoice or in the same manner as special charge on a property tax bill.
- g. To provide information and/or tests as may be required to meet CITY, the MMSD and/or WI DNR regulations pertaining to DEVELOPER'S storm water management plan, storm water system, basin(s) and practices.
- h. To be responsible, if applicable, for meeting/obtaining any WI DNR and/or U.S. Army Corps of Engineers regulations/permits with regard to outfalls and outfall activities from storm water system, basin(s) and practices in site wetland areas, filling wetlands, and wetland mitigation when applicable and subsequent maintenance of wetland areas, including those set forth in WI DNR and/or U.S. Army Corps of Engineers correspondence.
- i. To provide CITY with the certification of a Professional Engineer licensed in the State of Wisconsin verifying that storm water basin elevations, capacity and performance have been built as designed, during the course of construction and upon completion of the project. In addition, DEVELOPER agrees to take all necessary, immediate corrective actions to properly remedy and construct basin(s) as designed if deficiencies are found during the certification process. CITY will provide minimum requirements for certification materials upon request.
- j. To be solely responsible for the operation, maintenance, upkeep, and repair of the storm water system, storm water management plan and storm water maintenance plan for DEVELOPMENT and other responsibilities and liability as set forth in Section 3(D) of this agreement ("Obligations") until such time that DEVELOPER responsibility has been

released and the transfer of said "Obligations" occurs due to, but not limited to a) the sale of DEVELOPMENT, or portions of DEVELOPMENT to another party, and/or b) the establishment of an "Association" occurs as identified in Section 14 of this agreement, and/or c) CITY has accepted public storm water drainage facilities and maintenance of related facilities in accordance with Section 12 of this agreement. Prior to the transfer of said "Obligations" from DEVELOPER to "Association", DEVELOPER agrees that all storm water "certification" procedures will be completed and approved by CITY, and that DEVELOPMENT will be free and clear of all liens and/or encumbrances at time of transfer. At no time shall CITY be responsible for the operation, maintenance, upkeep and repair of the storm water management basin(s).

k. DEVELOPER agrees to perform, at DEVELOPERS expense, inspections of the storm water management basin(s), practices and/or private storm water management systems for DEVELOPMENT as needed to ensure the proper functioning of storm water management systems. At a minimum, DEVELOPER shall perform an annual inspection and provide CITY Engineering Department with a copy of an inspection report and certification that the storm water management basin(s), practices and/or private storm water management systems are operating as designed. Documentation shall include, as a minimum, the following details:

- a. Development name
- b. Inspectors name, address and telephone number
- c. Date of inspection
- d. Condition report checklist, or other suitable format/documentation
- e. List of corrective action to be taken and time frame for completion of such
- f. Follow up documentation after the completion of corrective maintenance activities
- g. Certification that storm water management basin(s), practices and/or private storm water management systems are operating as designed

l. As it remains the responsibility of the DEVELOPER to ensure the operation, maintenance, upkeep, and repair of the storm water management system, basin(s) and practices, DEVELOPER agrees to hold CITY harmless from any and all liability/claims arising out of the use of Exhibit 4 documentation and procedures for storm water maintenance plan and procedures.

E. WATER MAIN

1. DEVELOPER has caused detailed construction plans to be prepared for public water mains for said DEVELOPMENT. These plans are attached hereto as part of Exhibit No. 3. These plans are approved subject to the condition that approval also is obtained from the City of Milwaukee Water Works (hereinafter called MWW) and the WI DNR. Said approval shall also extend to the acquisition, approval and execution of any water main related easements required by MWW, if

applicable.

2. DEVELOPER acknowledges that water main inspection costs are its responsibility, and that MWW will perform said public water main inspection for DEVELOPMENT. CITY has received an estimate of \$ from MWW for MWW to perform said public water main inspection. DEVELOPER agrees to provide a \$ cash deposit to cover the estimated cost of said MWW inspection. DEVELOPER acknowledges that any MWW charges over the estimated \$ are the DEVELOPER'S responsibility. CITY will utilize existing DEVELOPMENT escrow funds, or invoice DEVELOPER directly for additional charges.

F. SERVICE LATERALS

1. DEVELOPER has caused detailed plans to be prepared for the installation of water, sanitary and storm sewer service laterals. These plans are attached hereto as part of Exhibit No. 3.
2. DEVELOPER acknowledges that individual service lateral permits may be required and that it remains the responsibility of DEVELOPER to obtain and pay for said permits in accordance with all applicable CITY, County or State code requirements.

G. ROADWAYS

1. DEVELOPER has caused detailed roadway paving plan to be prepared for . This plan is attached hereto as part of Exhibit No. 3.
2. DEVELOPER shall, in accordance with the approved plans, install the concrete curb and gutter and the asphaltic concrete roadway through the asphaltic concrete base course with the initial construction.
3. At the direction of the City Engineer, and at least one-year after said base course construction, DEVELOPER shall adjust all affected utilities as needed, and shall install the final asphaltic concrete surface course at DEVELOPER'S expense. Prior to final asphalt surface construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic concrete base course, concrete curb and gutter sections, water main, sanitary, and storm drainage infrastructure shall be completed at DEVELOPER'S expense. The final asphalt surface course shall not be installed until at least 80 percent (80%) of the homes have been constructed.
4. DEVELOPER shall be responsible for the maintenance (excluding snow removal and/or ice control) of the streets, including the grade and shape of road and/or drainage ditches, back slopes and culverts for a period not to exceed two (2) years, or until the surface course of

machine laid, asphaltic concrete surfacing has been laid and accepted by CITY. The pavement base course used as a temporary roadway surface shall be maintained in good condition by repairing any holes, settlement areas or breaks of any kind. Drainage ditches and culverts shall be kept in repair as specified in the original cross-section.

H. SIDEWALKS / PEDESTRIAN PATHS

1. No other sidewalks and/or pedestrian pathways are required at this time.

I. STREET SIGNS

1. Street names shall be in conformance with CITY policies. The subject street extension shall be named . DEVELOPER shall provide payment of \$ (x sign location x \$150/location) for street sign installation by CITY.

J. STREET LIGHTING

1. DEVELOPER acknowledges that two (2) municipal street lights are required for DEVELOPMENT. Said municipal street lights shall be a 15 foot smooth black fiberglass pole with a 150 watt coach lamp fixture, or other pole and fixture type approved by CITY.
2. DEVELOPER acknowledges their responsibility to request WE Energies to prepare an estimate for said street light installation. DEVELOPER agrees to deposit with CITY an amount based upon said WE Energies estimate and grant any necessary easements to WE Energies. If the actual streetlight installation costs exceed the WE Energies estimate, DEVELOPER shall make up any deficiency within thirty (30) days notification by CITY to either CITY, or directly to WE Energies upon request. DEVELOPER will provide CITY proof of payment if a direct payment is made to WE Energies.
3. DEVELOPER acknowledges that any cost for the relocation or removal of existing street lighting facilities related to DEVELOPMENT are the responsibility of DEVELOPER, or the private utility company relocating said facilities and that CITY shall not be responsible for said costs.

K. STREET TREES / LANDSCAPING

1. In conformance with CITY Ordinance No. 2036, DEVELOPER agrees to provide CITY with a cash payment of CITY \$ (acres @ \$75.00 per acre) as a fee assessed for CITY Forester inspection of pre-DEVELOPMENT conditions.
2. In conformance with Section 20.08(2)(c) of the CITY code, DEVELOPER agrees to provide CITY with \$ (trees x \$225/ea.) as payment (one-time non-adjustable) for the installation of street trees in the Carleton Court right-of-way. CITY will use said payment to plant said trees as

part of a future CITY tree planting contract once at least 80 percent of the homes have been constructed in DEVELOPMENT.

L. PRIVATE UTILITIES (Electric, Gas, Telephone, CATV, etc.)

1. All utility lines within DEVELOPMENT shall be installed underground in right-of-way, or easements provided by DEVELOPER or other consenting property owner, if applicable. All utility lines shall be installed prior to installation of curb and gutter.
2. Prior to installation of said utilities, or the executing of contracts with any private utility company, DEVELOPER acknowledges that CITY shall be allowed to review and comment on the proposed private utility layouts. DEVELOPER agrees to notify said private utility companies that said CITY review and comment is required prior to any private utility company facility installations.
3. DEVELOPER acknowledges that all new, private utility installation costs related to DEVELOPMENT are the responsibility of DEVELOPER, or the private utility company installing said facilities and that CITY shall not be responsible for said costs.
4. DEVELOPER acknowledges that any existing, private utility relocation costs related to DEVELOPMENT are the responsibility of DEVELOPER, or the private utility company relocating said facilities and that CITY shall not be responsible for said costs.

SECTION 4. OTHER SITE CONSIDERATIONS

A. FENCING

1. Site fencing for DEVELOPMENT is not proposed at this time. Individual lot owner requests for fencing shall be subject to the CITY Building Inspection permitting procedures.

B. WASTE CONTAINER STORAGE & SCREENING

1. Waste container storage and screening shall be in accordance with any applicable CITY, County or State code requirements.

C. RETAINING WALLS

1. DEVELOPER acknowledges that any/all retaining walls in DEVELOPMENT are private, and therefore the responsibility of the land owner ("OWNER") of the land the wall is on. OWNER is responsible for all maintenance and liability associated with said retaining walls. DEVELOPER acknowledges that the recorded "Covenants", as identified in Section 14 of this agreement, shall clearly state that any future changes or modifications to said retaining walls will require the approval of the CITY.

2. DEVELOPER acknowledges that signed and sealed shop drawings for all proposed retaining walls shall be provided to CITY prior to installation of said retaining walls. DEVELOPER acknowledges that railings/handrails are required on all walls that exceed 24 inches in height and are in close proximity to pedestrian paths, or other public areas. All railings/handrails shall be installed as part of retaining wall construction.

D. MAINTENANCE

1. DEVELOPMENT shall be maintained in accordance with any applicable CITY, County or State code requirements.

SECTION 5. ENVIRONMENTAL CONSIDERATIONS

A. WETLANDS

1. DEVELOPMENT contains lands designated as wetlands which are located near the eastern and southern portions of DEVELOPMENT. DEVELOPER agrees that these wetlands are associated with existing stream channels and that wetlands will not be disturbed by DEVELOPMENT. DEVELOPER agrees to take the necessary steps to ensure that any wetlands in DEVELOPMENT are protected in accordance with WI DNR and/or U.S. Army Corps of Engineers requirements.

B. FLOODPLAIN / WATERWAYS

1. DEVELOPMENT is not within the 100 year floodplain. Areas of DEVELOPMENT are within 75 feet of an existing navigable stream.

C. CONSERVANCY / PRESERVATION AREAS

1. DEVELOPER agrees that the Preservation Easement areas shown on the " " final plat shall be maintained by private ownership where applicable for Lots 3 through 7, by the "Association" where applicable for Outlot 1, and by CITY where applicable for Outlot 2. Said Preservation Easement areas shall remain in its natural state and no destruction of this condition shall be allowed, except for removal of dead or diseased trees or undergrowth, the removal of noxious or dangerous plants, and replacement plantings of similar trees. No building, play equipment, animal enclosures, fences, accessory structures or other improvements of any kind shall be permitted therein. No snowmobiles, all-terrain motor vehicles, bicycles, or any other self propelled equipment shall be permitted therein.
2. Said Preservation Easement areas shall remain in perpetuity and may only be modified, amended or eliminated with the approval of private owner, "Association", and the CITY.
3. CITY reserves the right to enter privately owned and "Association" owned Preservation Easement

areas as needed due to, but not limited to public emergencies, stream bank stabilization/erosion control and general maintenance efforts should private ownership or "Association" ownership become negligent. CITY entry into privately owned and "Association" owned Preservation Easement areas does not constitute acceptance of maintenance responsibility.

4. Where overlapping with other CITY easements, CITY easements shall take precedent over Preservation Easement areas. The CITY, or our authorized agents, are not subject to the Preservation Easement area requirements for these overlapping areas.
5. DEVELOPER agrees to include the necessary language in the recorded "Covenants" for DEVELOPMENT, as identified in Section 14 of this agreement, ensuring that said Preservation Easement areas shall remain in perpetuity and that all requirements and conditions listed above will be transferred from DEVELOPER to private ownership and/or the Carleton Point Homeowners Association.
6. During all phases of the construction, DEVELOPER agrees to install and maintain a six foot (6') high chain link fence around said Private Preservation Easements. CITY and DEVELOPER shall determine the specific location of said fence "in the field" prior to construction.

D. SOIL CONDITIONS

1. CITY acknowledges that references have been made, by DEVELOPER, on various exhibits in this agreement pertaining to soil conditions, soil load bearing capacities and other specifications for the installation of basement foundations for Lots in DEVELOPMENT. CITY does not warrant, guarantee, or certify these notes, references or other criteria relating to soil conditions or soil load bearing capacity or other specification for the installation of basement foundations. All certifications for soil conditions and soil load bearing capacity are the responsibility of the DEVELOPER. CITY will not certify soil conditions and soil load bearing capacity other than visual identification of soils listed in Wisconsin Department of Commerce Administrative Code COMM 21.15(2).

SECTION 6. EASEMENTS

DEVELOPER acknowledges that the necessary easements to facilitate public utilities, private utilities, storm water drainage, tree preservation easements, the maintenance/preservation of wetlands, etc. for areas within the limits of DEVELOPMENT are contained on the final plat. DEVELOPER acknowledges that MWW requires the execution of separate, standalone easements for water main installation in areas outside of public right-of-way.

DEVELOPER agrees to prepare, secure and provide CITY with the necessary easements to facilitate public

utilities, private utilities, storm water drainage, tree preservation easements, the maintenance/preservation of wetlands, etc. for areas outside the limits of DEVELOPMENT via separate easement documents.

The signing and execution of this instrument by DEVELOPER shall act as a grant and dedication to the public, all utility easements referred to herein, for the purposes indicated. In the event separate easement documents are not executed, reference shall be made to plans submitted by and approved by the CITY to delineate and identify the location and boundaries of said easements.

SECTION 7. CONSTRUCTION ACTIVITIES

A. PRE-CONSTRUCTION MEETING

1. Prior to the commencement of site clearing, grubbing, grading, or other underground utility work, CITY and DEVELOPER shall hold a Pre-construction meeting to coordinate the construction process.

B. TIME OF COMPLETION

1. DEVELOPMENT shall be developed entirely in one (1) phase. DEVELOPER shall, entirely at his expense, within a period of twelve (12) months commencing with the execution of this agreement, construct, install, furnish and provide adequate "Required Improvements" to provide storm water drainage, sanitary sewer, water mains, service laterals and bituminous asphalt roadway base course. These "Required Improvements" shall be constructed and installed per the approved plans on file in the City Engineers office. DEVELOPER shall provide soil testing/analysis as necessary to confirm suitability of soil for installation of CITY improvements. All work shall be installed in accordance with CITY specifications. The final bituminous asphalt roadway surface course and related repairs and restoration shall be installed in accordance with Section 3(F)(3) of this agreement.

C. CITY INSPECTION

1. CITY representatives shall at all time have access to the work wherever it is in preparation or progress and DEVELOPER shall provide the proper "Required Improvements" for such access and inspection.
2. Oversight of all construction and maintenance (excluding private utilities) shall be performed under the direction of the City Engineer, or their designee, at DEVELOPER'S expense. CITY shall decide all questions which arise as to the amount, quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of plans, specifications and regulations and acceptable fulfillment of this Agreement.
3. If any work is covered up without approval or consent of CITY, it will, if required by CITY, be

uncovered for examination at DEVELOPER'S expense. Re-examination of questioned work may be ordered by CITY and if so ordered, the work will be uncovered by DEVELOPER at DEVELOPER'S expense. If such work is found not in accordance with such plans, specifications and regulations, DEVELOPER shall replace or repair work as required by CITY at DEVELOPER'S expense.

4. DEVELOPER acknowledges that CITY may inspect and document the existing conditions of South 78th Street prior to DEVELOPMENT construction. If inspected and documented, CITY will provide DEVELOPER with a copy of said documentation.

D. CONSTRUCTION CLEAN-UP

1. During construction, it shall be the responsibility of DEVELOPER to insure that the construction site is kept free of unsightly accumulations of rubbish and scrap materials; and that construction materials and the like, are kept in a neat and orderly manner. Burning of excess or scrap construction materials is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction.

E. RESTORATION

1. DEVELOPER acknowledges their responsibility to restore the areas affected by any construction associated with DEVELOPMENT to the condition it was prior to construction, including but not limited to, grading to blend with existing topography to ensure proper drainage, sodding disturbed area, replacement of all disrupted driveways, restoration of any damaged street pavement/shoulders, and replacement of any private trees/bushes/plantings which were removed/damaged in right-of-way, and/or on private property.

F. NOISE

1. DEVELOPER agrees to make every effort to minimize noise, dust and similar disturbances, recognizing that DEVELOPMENT is located near existing residences. Construction activities shall not begin before 7:00 am or after 7:00 pm during weekdays and Saturdays. Construction activities are not allowed on Sundays and Holidays. All other noise criteria shall be in conformance with CITY codes. DEVELOPER reserves the right to request adjusted work hours for times other than as stated above if construction factors, and other circumstances warrant said request. Said request will be made to the office of the City Engineer. DEVELOPER acknowledges that CITY must first approve said request prior to DEVELOPER commencing work during adjusted work hours.

G. SITE ACCESS

1. All construction traffic for the development shall access the site from South 77th Street.

DEVELOPER acknowledges that South 77th Street is an existing street with residential homes along it. During the installation of the "Required Improvements" for DEVELOPMENT, access to each residence on South 77th Street shall be maintained by DEVELOPER and DEVELOPER will attempt to minimize disruption to abutting properties.

H. PLAN MODIFICATION

1. DEVELOPER requests for modifications of the approved construction plans during construction are to be submitted by DEVELOPER in a manner similar to the application for Plan Commission review. DEVELOPER shall provide such detailed drawings and/or other information as CITY requires and reimburse CITY for the review related expenses incurred by CITY and any retained consultants. CITY shall decide the extent of review required and determine if CITY action is warranted.

SECTION 8. PARKS AND OPEN SPACE CONSIDERATIONS

DEVELOPER, in conjunction with the recording of the " " final plat agrees to dedicate Outlot 2 to the City of Greenfield for public park purposes.

In addition, DEVELOPER agrees to provide payment of \$ (\$ /lot x 7 lots) to the City of Greenfield for parks and open spaces in accordance with Section 20.06 of the Greenfield Municipal Code.

SECTION 9. CONNECTION CHARGES / ASSESSMENT ISSUES

DEVELOPMENT is not subject to connection charges or other assessment issues at this time.

SECTION 10. CASH PAYMENTS / DEPOSITS

Contemporaneously with the execution of this Agreement and to secure faithful performance of all provisions thereof, DEVELOPER shall furnish to CITY a cash deposit in the amount of _____ being the estimate of the cost of completing all the above named work and of the costs to be incurred by CITY. The total amount stated above is further detailed as follows:

- \$ Cash payment for CITY administration and legal expenses. This is a one time, non-adjustable payment.
- \$ Cash deposit for CITY administration, plan review and inspection of erosion control devices/practices.
- \$ Cash deposit for CITY administration, plan review and inspection of site grading.
- \$ Cash deposit for CITY administration, plan review, inspection and as-builts of public sanitary sewer improvements.
- \$ Cash deposit for CITY administration, plan review, inspection, and as-builts of public storm sewer improvements.
- \$ Cash deposit for estimated MWW water main inspection charges.

\$	Cash deposit for CITY administration and inspection of public street, right-of-way restoration, etc.
\$	Cash payment for CITY street sign location.
\$	Cash payment for CITY Forester inspection fee per Ordinance No. 2036. This is a one time, non-adjustable payment for said fee.
\$	Cash payment for future CITY street trees (S 77th St right-of-way)
\$	Cash payment to CITY for parks and open spaces.
\$	TOTAL CASH DEPOSIT

Receipt _____

Date _____

If the actual cost exceeds the above stated amounts, DEVELOPER shall make up any deficiency within thirty (30) days of notification by CITY. If the cost is less than the above stated amounts, the CITY will return the excess to DEVELOPER. If DEVELOPER is unable to be located at the time CITY issues a refund as set forth herein, it is agreed that any excess amount posted over actual costs shall revert to the Homeowners Association. DEVELOPER is required to provide CITY with a current mailing address, and to notify CITY when any change of address occurs.

In the event DEVELOPER defaults in any manner under this Agreement, CITY may proceed against DEVELOPER and its surety and/or at CITY'S option, may apply part or all of the cash deposit thereon to remedy or cure such default.

DEVELOPER acknowledges its responsibility to provide CITY with said cash deposit prior to the commencement of any land disturbing activities related to DEVELOPMENT.

SECTION 11. SURETY INSTRUMENTS

DEVELOPER shall furnish to CITY sufficient and acceptable forms of Security (performance bonds, letters of credit or cash) in the amount of \$ _____ which shall be in full force and effect and shall not expire, language to the contrary contained in said security notwithstanding, until CITY has indicated "acceptance" of the "Required Improvements" identified in Section 3 of this agreement. The total amounts stated above are further described as follows:

- a. An acceptable form of security in the amount of \$ _____ for the site grading and storm water drainage construction.
- b. An acceptable form of security in the amount of \$ _____ for the installation of storm sewer, water main, sanitary sewer and service laterals.

- c. An acceptable form of security in the amount \$ _____ for the installation of roadway, pavement, etc.
- d. An acceptable form of security in the amount \$ _____ for right-of-way restoration, top soil, seeding, mulch, etc.

Said Security shall insure that the "Required Improvements", as required by ordinance and as identified in Section 3 of this agreement, will be installed as therein provided. As the "Required Improvements" are completed and paid for by DEVELOPER, the Security provided by DEVELOPER may be periodically reduced upon approval by CITY. Following such reduction, the Security will not be reduced below the total amount remaining for the "Required Improvements" that are not yet constructed or paid for, as determined by the City Engineer. For any "Public Required Improvements", the initial Security shall not be reduced to an amount less than 15% of their original cost nor expire, language to the contrary contained in said Security, notwithstanding, until CITY has formally "accepted" said "Public Required Improvements". Upon "acceptance" of "Public Required Improvements" by CITY, DEVELOPER shall provide a "Guaranty" period and related Security, as identified in Section 22 of this agreement.

DEVELOPER acknowledges its responsibility to provide CITY with said Surety Instruments prior to the commencement of any land disturbing activities related to DEVELOPMENT.

Prior to the construction or installation of any "Required Improvement" identified in Section 3 of this agreement, DEVELOPER shall provide CITY with estimated installation quantities and costs for all "Required Improvements". Said estimated installation quantities and costs shall be used by CITY for verification of said Surety Instruments and other CITY accounting needs. DEVELOPER shall provide CITY with final installation quantities and costs for all "Required Improvements" upon completion of DEVELOPMENT. DEVELOPER reserves the right to submit updated installation quantities and costs to CITY as construction takes place.

SECTION 12. APPROVAL AND ACCEPTANCE OF IMPROVEMENTS

DEVELOPER acknowledges its responsibility to, entirely at its expense, construct, install, furnish, and provide adequate "Required Improvements" to provide storm water drainage, sanitary sewer, municipal water, service laterals, access roads, etc. All "Required Improvements" shall be and remain the property of DEVELOPER, and in the case of "Public Required Improvements", all "Public Required Improvements" shall be and remain the property of DEVELOPER until final "acceptance" by CITY and thereupon shall be turned over to and delivered to CITY without cost and shall become CITY property.

After the installation of said "Required Improvements", but prior to final CITY "acceptance" of "Public Required Improvements", DEVELOPER acknowledges that CITY "approval" of said "Required Improvements" shall be needed prior to the issuance of building permits and continuation of other construction related activities until such time that final CITY "acceptance" of "Public Required Improvements" can be completed. "Approval" of "Required

Improvements" will be granted by the Office of the City Engineer if DEVELOPMENT conditions are acceptable at time "approval" is being considered. CITY "approval" of said "Required Improvements" does not qualify as final CITY "acceptance".

DEVELOPER acknowledges that final CITY "acceptance" is required for all "Public Required Improvements" in DEVELOPMENT. Final CITY "acceptance" will be granted by the Board of Public Works and Common Council if DEVELOPMENT conditions are acceptable at time of DEVELOPER request for "acceptance". Final CITY "acceptance" from CITY can be requested by DEVELOPER once the final lift of asphalt has been installed or at some other acceptable completion point for DEVELOPMENT if asphalt pavement and building construction is not a factor in DEVELOPMENT.

Upon completion of the "Public Required Improvements" in DEVELOPMENT as covered by this Agreement and in accordance with the terms, conditions, plans and specifications incorporated herein, DEVELOPER shall request final CITY "acceptance" of said "Public Required Improvements". At time of request, DEVELOPER shall certify to CITY that it has complied with all designs, plans and specifications, materials and any alterations and modifications, as approved by CITY and also as contained in this agreement. Said certification shall enumerate, in written form, any changes, alterations or modifications from previous CITY approvals and/or the terms of this agreement. Upon certification by DEVELOPER, CITY shall make an inspection of the work. CITY Board of Public Works will recommend, and CITY Common Council will provide DEVELOPER, within 90 days of completed CITY inspection, either:

- a. A notice of rejection from CITY indicating that the "Public Required Improvements" are not in sufficient condition for inspection by CITY, or
- b. A notice of specific requirements that CITY requires prior to issuance of a certificate of acceptance of installation for "Public Required Improvements", or
- c. A certificate of acceptance of installation for "Public Required Improvements".

In the event that no certificate of acceptance, or specific requirements are provided to DEVELOPER within said 90 days, then acceptance shall be deemed to have occurred. Said 90 day time period will start upon CITY receipt of the notification with certification from DEVELOPER. Final acceptance of the installations by CITY shall effectuate transfer of title, and shall not be unreasonably withheld.

Due to the nature of construction, in the event that any CITY "approved" and/or "accepted" "Required Improvements" are damaged by DEVELOPER after CITY acceptance due to, but not limited to additional utility and pavement installations or other work by DEVELOPER, CITY reserves the right to order DEVELOPER to remedy said defect at DEVELOPER'S cost and expense. Failure by DEVELOPER to remedy said defect will result in the denial of a notice of compliance, or other action by CITY until said defect is repaired.

SECTION 13. BUILDING AND OCCUPANCY PERMITS

A. BUILDING PERMITS

1. Prior to the issuance of any home building permits for DEVELOPMENT, DEVELOPER shall perform the following:
 - a. Provide CITY with an "as-built" grading plan certifying that the site grades are in conformance with the approved grading plan. A State of Wisconsin licensed engineering/survey firm shall perform said certification. DEVELOPMENT site grade certification must be approved by CITY prior to the issuance of any home building permit.
 - b. Provide CITY with the certification of a Professional Engineer licensed in the State of Wisconsin verifying that storm water management basin elevations, capacity and performance have been built as designed, during the course of construction and upon completion of the project. DEVELOPMENT site grade certification must be approved by CITY prior to the issuance of any home building permit.
2. DEVELOPER agrees that no building permits shall be issued for any buildings within DEVELOPMENT until all underground utilities and the roadway sub-base and first lift of asphalt have been installed per the approved plans.
3. DEVELOPER acknowledges that no building permits shall be issued for any buildings within DEVELOPMENT until all "Required Improvements" have been installed per the approved plans and "approved" by the CITY in accordance with Section 12 of this agreement.
4. DEVELOPER agrees that building construction will not proceed above top of foundation elevation until after the CITY Fire Department has approved access to said building(s) sites. Said access shall be a hard surface consisting of a stone base with an bituminous concrete pavement (asphalt surface), a minimum of thirty (30) feet in width, designed to support fire equipment/vehicles and maintained at all times (including snow removal and ice control).
5. With the exception of final record drawings, all materials identified in Section 17 of this agreement shall be delivered to, and accepted by CITY prior to the issuance of any building permits for DEVELOPMENT.
6. CITY may withhold building permits for DEVELOPMENT in case of any default on the part of DEVELOPER.

B. OCCUPANCY PERMITS

1. CITY may withhold occupancy permits for DEVELOPMENT in case of any default on the part of DEVELOPER. Occupancy permits are issued by the Department of Neighborhood Services – Inspection Services Division in conjunction with individual building permit applications.

SECTION 14. HOMEOWNERS ASSOCIATION

DEVELOPER agrees to prepare and record "Covenants" for DEVELOPMENT thereby establishing the

Homeowners Association ("Association") and ownership of common areas in accordance with State of Wisconsin statutes. DEVELOPER agrees that said "Covenants" must conform to the provisions of this Developer's Agreement and any/all approvals granted by CITY. DEVELOPER warrants that DEVELOPER, its heirs, executors, administrators, successors, assigns, "Association", and single family lot owners in DEVELOPMENT shall be subject to said "Covenants". DEVELOPER shall provide CITY with a certified copy of said "Covenants" once recorded by DEVELOPER.

Since CITY is not party to transactions between DEVELOPER and "Association", DEVELOPER and "Association" shall submit written notice to CITY (City Engineers Office), signed by both entities, notifying CITY when responsibility for the applicable portions of DEVELOPMENT have been transferred from DEVELOPER to "Association". Said notice shall also include the name of the "Association" along with the name, title and address for each officer of said "Association". DEVELOPER acknowledges that said transfer shall not take place until such time that CITY has accepted all improvements in accordance with Section 12 of this agreement.

DEVELOPER acknowledges that if there is a conflict between any of the provision contained in the recorded "Covenants" and any CITY, County or State code requirements or with Developers Agreement, the CITY, County or State requirements and Developers Agreement shall take precedent. DEVELOPER reserves the right to provide CITY with a draft document prior to execution and recording so that CITY can, as a courtesy at DEVELOPER'S expense, review and comment on said document. DEVELOPER acknowledges that CITY does not formally approve said document and that it remains the DEVELOPER'S responsibility to ensure that the "Covenants" are in order according to the provision of this Developer's Agreement.

SECTION 15. CONDOMINIUM ASSOCIATION

A Condominium Association is not being formed as part of DEVELOPMENT.

SECTION 16. DEED RESTRICTIONS

Any restriction beyond CITY, County and State codes desired by the DEVELOPER, but not required by CITY, may be recorded at the DEVELOPER'S option and expense. DEVELOPER reserves the right to provide CITY with a draft document prior to execution and recording so that CITY can, as a courtesy at DEVELOPER'S expense, review and comment on said document. DEVELOPER acknowledges that CITY does not approve said document and that CITY will not be responsible for the enforcement of those restrictions.

DEVELOPER acknowledges that if there is a conflict between any of the terms contained in any private "Deed Restriction" and any CITY, County or State code requirements or with Developers Agreement, the CITY, County or State requirements and Developers Agreement shall take precedent.

DEVELOPER agrees to provide CITY with a copy of any recorded "Deed Restrictions" and amendments. DEVELOPER agrees to include the necessary language to require that the future "Association" will also provide CITY with a copy of any recorded "Deed Restrictions" and amendments after DEVELOPER has turned control of DEVELOPMENT over to "Association".

SECTION 17. PLAN REPRODUCTION / RECORD DRAWINGS

DEVELOPER agrees to provide CITY with reproducible mylars of the Civil Site Construction Plans. In addition, DEVELOPER agrees to provide CITY with site data in a computer file(s) on CD's using Bentley's Microstation Computer Graphics Software, Version J, or CITY acceptable compatible software format.

CITY, or our designee, as part of construction inspection activities shall prepare final record drawings for sanitary sewer and storm sewer improvements, at DEVELOPER'S expense. MWW shall prepare its own record drawings for water main improvements. CITY has the right to utilize said mylar plans and/or computer files to prepare the necessary record drawings.

SECTION 18. PRIOR CITY CONDITIONS

It is mutually agreed that all terms and conditions pertaining to DEVELOPMENT as imposed by CITY Planning Commission, Board of Public Works, Park and Recreation Board and Common Council as set forth in their official minutes, are made a part hereof by reference as though fully set forth herein.

SECTION 19. EXHIBITS

It is mutually agreed that all exhibits referred to and/or attached hereto are part of this Agreement and any conditions contained in any approvals as called for therein are also incorporated within this Agreement and made a part hereof. A list of exhibits used in this agreement is as follows:

- Exhibit 1 Certified Survey Map No.
- Exhibit 2 Final plat -
- Exhibit 3 Civil Site Construction Plan Set
- Exhibit 4 Storm Water Maintenance Plan

SECTION 20. EMERGENCY ACCESS

DEVELOPER shall allow CITY right of entry in all areas of DEVELOPMENT for the purposes of fire, police and other emergency response situations.

SECTION 21. DEVELOPER CONTROLS

The work shall be under the full charge and care of DEVELOPER until accepted by CITY. DEVELOPER shall be responsible for the work of its contractors and every part thereof, for all materials, tools, appliances and property of every description used in connection therewith. DEVELOPER shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the work, and of all damage or injury to any persons or property wherever located, resulting from any action or operation under this Agreement or in connection with the work, and undertakes and promises to protect and defend CITY against all claims on account of any such damage or injury.

DEVELOPER shall, in the performance of this Agreement, comply with and give all stipulations and representations required by applicable federal, state and local laws, ordinances and regulations. DEVELOPER shall also require such compliance, stipulations and representations with respect to any contract entered into by DEVELOPER with others (pertaining to the work covered by this Agreement) as may be required by all applicable federal, state and local laws, ordinances and regulations. Should DEVELOPER fail with respect to any of these provisions, it shall indemnify and hold harmless, CITY and all of its officers, agents, and employees from any liability or damage on account of such failure.

SECTION 22. GUARANTY PERIOD

DEVELOPER shall remedy or cause to be remedied any defects in materials or workmanship which shall appear within a period of one-year from the date of CITY "acceptance" of "Public Required Improvements", and for MWW water main, such period shall be two-years from the date of final water main connection. Upon CITY and MWW acceptance of "Public Required Improvements", DEVELOPER acknowledges its responsibility to provide an acceptable form of Security (cash or letter of credit) for 15% of the total cost "Public Required Improvements" (sanitary sewer, storm sewer, public street and water main). Said Security shall remain in full force and effect until the expiration of said one-year and two-year "Guarantee" periods, respectively, but said Security may not be released without the express written consent of the CITY, such consent not to be unreasonably withheld. DEVELOPER reserves the right to utilize existing Security, as identified in Section 11 of this agreement, or to provide the City with a new form of Security to obtain said 15% threshold. DEVELOPER reserves the right to request a reduction in the amount of Security held for the "Guaranty" period after the expiration of the one-year "Guarantee" period to an amount equal to 15% of the water main cost.

SECTION 23. UNAUTHORIZED COMMENCEMENT OF WORK

In the event the DEVELOPER proceeds to make improvements without first having received the approval of CITY or, in the event DEVELOPER proceeds in a manner which does not comply with the plans and specifications as approved by CITY, CITY may take action to stop construction of the improvements. Action by CITY shall consist of a notice to DEVELOPER who is proceeding in violation of, or without approval, which notice shall be in writing, addressed to the last known post office address of DEVELOPER and which notice shall be sent by postage prepaid United States certified mail. The notice shall advise DEVELOPER of the nature of the violation and shall order immediate cessation of work on the improvements, which order DEVELOPER must comply with.

DEVELOPER may request a meeting with CITY which shall be granted within fifteen (15) workdays of the request. If DEVELOPER can demonstrate compliance with approved plans and specifications to the satisfaction of CITY, CITY shall rescind its order stopping construction.

SECTION 24. BANKRUPTCY OF DEVELOPER

If DEVELOPER should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if it or its contractors should disregard statutes, ordinances, regulations, orders, or the instruction of CITY, or if he should fail to perform any provisions of this Agreement, then CITY, upon the basis that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy of CITY, including the right to damages, and after giving DEVELOPER and its surety ten (10) days written notice and opportunity to cure the alleged deficiency or failure to perform, take possession for the sole purpose of completing said work of the premises and of all materials, tools, equipment and plant thereon and finish the work by whatever method it may deem expedient. DEVELOPER or its surety in the event of its default shall pay CITY the cost of so administering and completing the work.

In addition, in the event that performance has not been commenced within ten (10) days from the date of notice to DEVELOPER of suspension of the work, then CITY has the right to continue in possession of and utilize, for the completion of the work, any and all materials, tools, and equipment which DEVELOPER or its contractors have had delivered upon the site of the work and to prosecute the work to completion as it may deem expedient and at the expense of DEVELOPER and/or its surety.

Whether or not CITY elects to take charge of the work, DEVELOPER shall be liable to CITY for its damages sustained by failure to complete the work on time, in addition to the cost of completion of the work.

Written Notice shall be deemed given if delivered by certified or registered mail to

SECTION 25. DEVELOPERS INDEMNITY

In addition to, and not to the exclusion or prejudice of, any other provisions of this Agreement, DEVELOPER shall indemnify and hold CITY, its officers, agents and employees harmless, and shall defend the same, from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owned and whomsoever and whensoever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work and this Agreement, expressly including, though not limited to: negligence and the breach of any duty whether imposed by statute, ordinance, regulation, order, decree of law, or by contract, on the part of DEVELOPER or its officers, employees, agents, workmen, or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, the infringement of any patent, trademark, trade name, or copyrights claims arising under any law including Workmen's Compensation Law.

In every such case where judgment is recovered against CITY, if notice has been given to DEVELOPER of the pendency of suit within ten (10) days after its commencement, the judgment shall be conclusive upon DEVELOPER, not only as to the amount of damages, but also as to its liability to CITY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2009.

IN PRESENCE OF:

STATE OF WISCONSIN)

) ss

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20_____, the above
named _____ of the above named _____, a _____,
to me known to be the person who executed the foregoing instrument and to me known to be the _____ of said
limited liability company, and acknowledged that he executed the foregoing instrument as such
as the deed of said company by its authority.

Signature

Print Name

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

The Above Agreement is Accepted:

CITY OF GREENFIELD

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

Signature

Print Name

Notary Public, Milwaukee County, Wisconsin

My Commission Expires:_____

Approved as to Form: _____
, City Attorney

This Instrument was drafted by _____, City of Greenfield Engineering Division.