

Draft : 7-15-20 [11:59 A.M.]
von Briesen & Roper, s. c.

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

~~LAKE COUNTRY LUTHERAN~~PARADISE TRAILS, LLC

~~{INSERT DATE}~~July 20, 2020

PARADISE TRAILS, LLC

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____ 2020, by and between ~~LAKE COUNTRY LUTHERAN OR ASSIGN~~ PARADISE TRAILS, LLC upon approval of the Village hereafter, (the "Developer") and the VILLAGE OF HARTLAND, ~~PARADISE TRAILS, LLC~~ a Wisconsin Municipality, (the "Village").

RECITALS

- A. Developer ~~is shall be required to provide proof to the satisfaction of the Village Attorney that it has become~~ the owner of approximately 27. ~~435-4824~~ acres of real property located in the Village and legally described on Exhibit A attached hereto (the "Site"). ~~and Developer~~ desires to develop it for single-family residential purposes with condominium ownership (the "Project").
- B. Developer desires to develop 47 single-family residences under condominium ownership in two (2) phases as generally depicted on Exhibit B (Site Plan) and ~~has~~ requested ~~re-zoning~~ and development ~~permission approval~~.
- C. Upon consideration of ~~a conceptual~~ specific plans for the proposed development, it was determined by the Plan Commission and Village Board that a total site density of not more than 47 residential units ~~was is~~ consistent with the general density requirements of the ~~low density~~ low-density cluster development land use as described in the Village of Hartland Comprehensive Development Plan: 2035.
- D. In order to preserve portions of an Isolated Natural Resources Area (INRA) within the Site, the Village and the Developer have agreed to cluster the improvements on the Site and that the Developer create or improve certain trail areas within the INRA and ~~dedicate provide easements for same to the Village as amenities accessible by and for the benefit to of the general public and therefore, subject to certain~~ requirements of the Zoning Code ~~that~~ will be adjusted ~~via by~~ PUD Overlay Zoning for the Project.
- E. Upon ~~Execution~~ RECORDING of this Agreement, ~~the Site Lot 1 has shall be re-zoned to RS-5 Residential Single-Family District with both Planned Unit Development (PUD) and Lot 2 as an Upland Conservancy Overlay Districts with both being re-zoned as a Planned Unit~~

36 Development (PUD) District as shown in the attached Exhibit C to facilitate the proposed
37 residential use Project.

38
39 F. The Developer has submitted a ~~proposed Preliminary~~ Condominium Plat for development of
40 the Project ~~within the Village of Hartland~~, a copy of which is attached hereto as Exhibit D
41 (the "~~Proposed~~ Condominium Plat"), which was considered by the Plan Commission and
42 recommended for approval ~~as amended on~~ INSERT _____ DATE
43 subject to representations made during the consideration process by the Developer, final
44 approval ~~of the engineering~~ by "Village Staff" (which shall include but is not limited to the
45 Village Engineer, Village Administrator, Village Building Inspector/Zoning Administrator
46 and Village Attorney), and ~~execution of the~~ RECORDING of this Planned Unit Development
47 Agreement.

48
49 G. Developer ~~will has~~ submit ~~ted for approval by the Village~~ a Certified Survey Map ~~along with~~
50 ~~a Final Condominium Plat for the Site in substantial conformance with the approved~~
51 ~~Proposed Condominium Plat and reflecting final engineering of the Site and said Certified~~
52 ~~Survey Map and Final Condominium Plat will be considered by the Board of Trustees in~~
53 ~~accordance with State Law, which was considered by the Plan Commission and~~
54 ~~recommended for approval subject to representations made during the consideration process~~
55 ~~by the Developer, final approval by "Village Staff" (which shall include but is not limited to~~
56 ~~the Village Engineer, Village Administrator, Village Building Inspector/Zoning~~
57 ~~Administrator and Village Attorney), and the RECORDING of this Planned Unit~~
58 ~~Development Agreement.~~

59
60 H. The Village of Hartland is requiring that ~~as conditions of its approval of development on the~~
61 ~~Site, Developer must make and install~~ all certain public and private improvements necessary
62 to service the development of the Site, ~~and that~~ The acceptance of the dedication of all
63 public improvements shall be contingent upon the construction of said improvements
64 according to applicable State and municipal specifications and ordinances.

65
66 I. The Village Board has ~~duly conditionally~~ approved Developer's plans and specifications for
67 the Project, ~~conditioned upon Developer's which were considered by the Plan Commission~~
68 ~~and recommended for approval subject to representations made during the consideration~~
69 ~~process by the Developer, final approval by "Village Staff" (which shall include but is not~~
70 ~~limited to the Village Engineer, Village Administrator, Village Building Inspector/Zoning~~
71 ~~Administrator and Village Attorney), and the RECORDING of this Planned Unit~~
72 ~~Development Agreement, entry into this Agreement.~~

73
74 J. Developer agrees to develop the Site as herein described in strict accordance with this
75 Agreement.

76 FINDINGS

77 The Village of Hartland Plan Commission and Village Board of Trustees have made the
78 following findings as they relate to the Project.

79 A. The proposed site will be provided with adequate drainage facilities for surface water and
80 storm water conditioned on the Developer completing the design in accordance with Village
81 ordinances and subject to Village Engineer approval.

82
83 B. The proposed site will be accessible from public ~~roads-streets~~ **[whose length and**
84 **connectivity with other public ~~streetroads~~ will be the subject of a final determination by**
85 **the Board of Trustees after a separate public hearing to be held for that purpose]** and
86 private roads that are adequate to carry the traffic that can be expected to be generated by the
87 proposed development conditioned on development of private and public roads within the
88 site and proper development-related improvements on the adjacent Village road if deemed
89 necessary by the Village.

90
91 C. No undue constraint or burden will be imposed on public services and facilities, such as fire
92 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
93 maintenance of public areas by the proposed development.

94
95 D. The ~~public streets and driveways~~ on the site of the proposed development will be adequate to
96 serve the residents of the proposed development and will meet the minimum standards of all
97 applicable ordinances or administrative regulations of the Village.

98
99 E. Centralized public water and sewer ~~facilities-services~~ will be ~~delivered and~~ provided ~~through~~
100 ~~privately and publicly owned infrastructure.~~

101
102 F. The entire Site to be included in this Planned Unit Development Overlay District will be held
103 under single ownership during development.

104
105 G. The locations of entrances and exits have been designated to prevent unnecessary
106 interference with the safe and efficient movement of traffic on surrounding streets, and the
107 development will not create an unreasonable adverse effect upon the general traffic pattern of
108 the surrounding neighborhood. Insofar as is practicable, consolidation of driveways, parking,
109 and curb cuts and connection driveways between properties, where appropriate, will be
110 provided to enhance safety and provide more efficient and economical access and parking.

111
112 H. The size, quality and design of all buildings, landscaping and other site development features
113 in the Project will be compatible with the general character of the Village and specifically to
114 the surrounding neighborhood, and the design of the development will result in an attractive

115 and harmonious development compatible with and not adversely affecting the property
116 values of the surrounding neighborhood conditioned on final Architectural Board approval of
117 the proposed façades.

- 118
- 119 I. ~~Such The~~ Project will create an attractive residential environment of sustained desirability
120 and economic stability, including structures in relation to terrain, consideration of safe
121 pedestrian flow, ready access to recreation space, and coordination with overall plans for the
122 community.
- 123
- 124 J. The total net residential density within the Planned Unit Development Overlay District is
125 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total
126 net density is also consistent with and does not exceed the density of development permitted
127 in the underlying basic use zoning district.
- 128
- 129 K. Structure types will be compatible with other structural types permitted in the underlying
130 basic use district elsewhere in the Village.
- 131
- 132 L. ~~Provisions are being made for the installation of adequate construction of~~
133 private facilities within the Project with connection to public facilities; and the continuing
134 maintenance and operation of ~~such the private~~ facilities by the Condominium Association.
- 135
- 136 M. Provision has been made for adequate, continuing fire and police protection.
- 137
- 138 N. The population density of the development will not have an adverse effect upon the
139 community's capacity to provide needed school or other municipal service facilities.
- 140
- 141 O. Adequate guarantee is provided for permanent preservation of open space areas conditioned
142 on the re-zoning of the Isolated Natural Resource Area under Upland Conservancy Overlay
143 District and that no other development will occur except that which is approved herein.
- 144
- 145 P. ~~Provisions are being made for the care and maintenance of private open space~~ is ensured by establishment of an
146 appropriate management organization for the Project conditioned on the establishment of an
147 incorporated ~~homeowners~~ Condominium Association that will be charged with the care and
148 maintenance of said open space in both Lots 1 & 2.
- 149
- 150 Q. ~~Ownership, maintenance and tax liability of private open space reservation areas shall~~
151 be established via reserves in a manner acceptable to the village as part of the Condominium
152 Association.
- 153

154 R. Clustering of residential development is permitted in Lot 1 provided that permanent common
155 open space in Lots 1 & 2 is ~~set aside~~permanently preserved so that the overall density of
156 ~~development-residential use~~ permitted in Lot 1 never exceeds 47 units, the underlying basic
157 ~~zoning district is complied with.~~

158 NOW, THEREFORE, in consideration of the future granting of final approvals ~~of the certified~~
159 ~~Survey Map and Final Condominium Plat for the Sites~~ as stated in the above RECITALS by the
160 Village, the incorporation of all of the above ~~Recitals~~RECITALS which are made a part of this
161 Agreement, the covenants of the Village and Developer set forth herein, and other good and
162 valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer
163 does hereby agree to develop the Site as follows:

164 Section I. PUD Requirements

165 A. Developer shall comply with this Agreement.

166
167 B. The Project shall include not more than forty-seven (47) single family residential units as
168 ~~generally~~ portrayed the Site Plan (Exhibit B).

169
170 C. The Project shall at all times comply with the requirements of the RS-5 Single Family
171 Residential District, except as defined below, and the requirements of the UCO - Upland
172 Conservancy Overlay District as that district is ~~mapped shown~~ on the ~~Site~~ [REFERENCE
173 AN EXHIBIT HERE]: _____ except for initial development work as
174 authorized to accommodate utilities, storm water facilities, including enlargement, interior
175 reshaping and isolation of certain kettles through fencing, and public path
176 construction/improvements and placement of signage to guide usage of the public paths.

177
178 D. The following requirements of the RS-5 Single Family Residential District are hereby
179 modified as defined herein:

180
181 a. ~~?????????~~Hartland Ord. sec. 46-235 regarding lot area and width is hereby
182 waived and the area devoted to residential units shall be as defined on the
183 Condominium Plat.

184 b. ~~?????????~~Hartland Ord. sec. 46-237 regarding yards is hereby waived except
185 that residential units may not be constructed closer than twenty-five (25) feet from
186 the ~~Right of Way~~interior (non-roadway) edge of any concrete sidewalk traversing
187 any portion of a unit; nor closer than fifteen (15) feet from each other.

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188 Section II. Improvements.

189 Developer shall prepare the Site and construct the improvements on and off the Site described
190 below (all at Developer's sole expense) in accordance with the Final Condominium Plat and the
191 plans and specifications attached to this Agreement as exhibits which were considered by the
192 Plan Commission and Village Board, subject to representations made during the consideration
193 process by the Developer, final approval by "Village Staff" and RECORDING of this Planned
194 Unit Development Agreement.. ("Project").

195 A. Streets.

- 196 1. Developer shall, at its sole expense, grade, construct and surface public and private
197 ~~streets roadways on and off of the Site~~ as shown on and in accordance with the plans and
198 specifications set forth on Exhibit E.
- 199 2. Developer shall dedicate and the Village shall accept ~~any one~~ public streets on the Site
200 upon approved completion of the second lift of asphalt on such streets as approved by the
201 Village Engineer and DPW Director. Said second lift of asphalt shall be installed on both
202 the public and private roads within fourteen (14) months after installation of the first lift
203 of asphalt unless an extension is authorized by the Village Engineer and DPW Director at
204 their discretion. The Village may at its sole discretion and to the extent feasible, perform
205 snow and ice removal on undedicated public streets after the first lift of asphalt has been
206 installed, including installation of interim inlets and asphalt wedges at the curb/gutter line
207 and around manholes and other infrastructure protrusions in the roadway, and an
208 occupied residence is located in the subdivision. The Developer shall otherwise be
209 responsible for snow and ice removal activities from undedicated and private street(s) and
210 to provide access to the interior of the Site for public safety and utility purposes to the
211 extent not otherwise available.
- 212 3. ~~Developer shall construct and surface the public streets called for under this~~
213 ~~Section in one (1) phase and the private roadways in two phases~~ as shown on Exhibit
214 ~~E. [NEED NEW EXHIBIT WHICH SHOWS WHAT WILL BE DONE IN EACH OF~~
215 ~~THE TWO PHASES.]~~

217 B. Sanitary Sewer.

- 218 1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary
219 sewage collection system throughout the entire Site and perform in accordance with the
220 plans and specifications set forth on Exhibit E and at no cost to the Village. The
221 construction of the sanitary sewer system required hereunder shall be constructed so as to
222 fully service the Project.
- 223 2. Subject to the provisions of Sections II. and Section IV. of this Agreement and upon
224 completion of the sanitary sewage collection system serving the Site in accordance with
225 the plans and specifications set forth on Exhibit E, Developer shall dedicate only that
226 portion of the sanitary sewage collection system installed within the right of way or
227 easement actually transferred to the Village. The Village reserves the right to limit, or
228 condition or restrict the connection of ~~public or~~ private portions of newly installed

sanitary sewage collection system to the existing Village sewage collection system, including but not limited to the manner described in footnote No. 1.¹

3. The Village Board has no obligation to accept dedication of any component of any sewer improvements or to allow the improvements to be connected to the existing Village sewage collection system until the applicable components of the sanitary sewer have been installed in accordance with plans and specifications approved and accepted by the Village as set out in Exhibit E. At its sole expense, Developer shall clean and televise the sewer system prior to its connection to the Village sanitary sewer system and shall provide a written report and DVD copy of the televised inspection thereof.
4. No occupancy permits shall be processed or issued until the sanitary sewer collection system servicing the Site has been accepted by the Village through dedication or otherwise.

C. Water.

1. Developer shall, at its sole expense construct, install, furnish, and provide a completed system of water distribution throughout the entire Project, in accordance with the plans and specifications attached hereto as Exhibit E and including such provisions for connection to future development or expansion of the water system as deemed necessary by the Village. The construction of the municipal water system required hereunder shall be conducted so as to fully service the Project and all lands to the south of the Project in Hartland owned by the Lutheran High School Association of Greater Milwaukee as of July 20, 2020 and in accordance with the manner described in footnote No. 2.²
2. Upon completion of the water system serving the Site in accordance with the plans and specifications set forth in Exhibit E, Developer shall dedicate, and the Village shall accept, such public segment of the water system, ~~if it deems appropriate, and, subject to the terms of this Agreement, allow e~~Connection to the Village's water system is subject to the terms of this Agreement.
3. The Village Board has no obligation to accept any component of the water distribution system until the ~~applicable-relevant~~ components of the water distribution system have ~~ve~~s been inspected by the Village Engineer and DPW Director and ~~is~~-determined to be installed in accordance with plans and specifications approved by the Village.
4. No occupancy permits shall be processed or issued until the entire water distribution system servicing the Site has been dedicated to, and accepted by, the Village.

¹ Sanitary Sewer shall be entirely private, except for a section of new sewer between San MH 9 to and including San MH 10. Sanitary laterals for Lots 1,2,3 and 4 shall be private to the connection to the existing sanitary main. The southerly sewer stub out of existing San MH 4 for future service to the south shall be private and the future responsibility of the landowner(s) to the south of the Project.

² The Water System within the Project shall be completely private, except for two short sections of water main to the shut off valves at the private water system's two (2) connection points to the existing public main located at the property line. The water services for Lots 1, 2, 3, and 4 will be publicly owned within the right of way to the curb stop valves near the right of way line.

262 4.5. All condominium units, except those on Lots 1,2,3, and 4 will be serviced by a private
263 water main. The water meter pit and water mains and services will be owned by the
264 Condominium' Association. The Village of Hartland will provide periodic maintenance
265 for the fire hydrants and water meter pit which have been approved by a Fire Hydrant and
266 Water Meter Pit Maintenance Agreement attached as Exhibit L. the Condominium'
267 Association shall be financially responsible for the cost of such maintenance and shall
268 maintain and regularly fund a reserve account for that purpose and for any needed
269 repairs, or work and components determined to be necessary by the Village of Hartland
270 public works department needed to eliminate any deficiencies associated with water
271 service to the Project.
272

273 D. Storm/Surface Water System & Site Grading.

- 274 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for
275 storm and surface water drainage servicing the Site in accordance with the plans and
276 specifications set forth on Exhibit E.
- 277 2. The Village Board shall have no obligation to accept the dedication of the storm/surface
278 water system until the system has been inspected by the Village Engineer/DPW Director
279 and installed in accordance with plans and specifications approved by the Village as set
280 out in Exhibit E.
- 281 3. Developer and the ~~HomeownersCondominium~~ Association for the Site provided for in
282 this Agreement shall be jointly and severally responsible for the maintenance of all
283 detention and retention basins and private storm sewer as shown on Exhibit E both before
284 and after completion of said facilities. This includes the responsibility for routinely
285 conducting all dredging and cleaning of detention and retention basins and private storm
286 sewer to assure that they perform adequately. This responsibility shall be recorded in a
287 Storm Water Management Facility Maintenance Agreement with respect to the Site in the
288 form attached hereto as Exhibit F. Developer may, at Developer's sole option, transfer
289 its maintenance obligations for the detention and retention basins to the
290 ~~HomeownersCondominium~~ Association at any time after more than twenty-eight (28)
291 condominium homes have been improved and occupied and thereby may be released
292 from all individual obligations under this paragraph provided the ~~Homeowners~~
293 ~~Condominium~~ Association, of which the Developer, as a lot owner, is a member, has
294 been established and is functioning in the normal course of business. In any event,
295 Developer's (but not the ~~HomeownersCondominium~~ Association's) obligations under
296 this paragraph shall cease without further action upon the termination of all of
297 Developer's fee simple interests in title to all lots provided the
298 ~~HomeownersCondominium~~ Association has been established and is functioning in the
299 normal course of business.
- 300 4. Developer shall, at its sole expense, grade the Site in accordance with the final ~~Master~~
301 ~~Overall~~ Grading plans and specifications set forth on Exhibit E. Developer will be

302 allowed to deviate up to 6 inches from the Master-Overall Grading plans upon completion
303 of interim Site grading for the interior portions of individual lots. Developer shall be
304 required to complete elements of the Master-Overall Grading plans related to surface
305 water drainage for individual lots and for the entirety of all Outlots and Right of Way
306 areas prior to acceptance of improvements by the Village. A lot grading plan in
307 compliance with the final Master-Overall Grading plans and specifications shall be
308 submitted by the Developer at the time of permitting for each individual condominium
309 unit to the Village Engineer or Building Inspector for their respective approval. Said
310 grading, as approved, shall be implemented prior to occupancy of that condominium unit.
311

312 E. Site Clearing/Restoration.

- 313 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
314 trunks, and shrubs, and all rubbish currently located on the Site in accordance with all
315 applicable State, Federal and municipal codes and ordinances.
- 316 2. Developer shall not destroy or remove any live vegetation nor conduct any grading,
317 filling or other construction related activities, except as approved in Exhibit ~~????~~, E,
318 within the Isolated Natural Resource Area zoned UCO – Upland Conservancy Overlay
319 District except as set forth in the finally approved plans and specifications and under any
320 required issued DNR permit.
- 321 3. Developer shall be responsible for compliance with all applicable provisions of Chapter
322 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
323 of trees including, but not limited to submission of a tree protection plan and obtaining of
324 a tree permit prior to start of work on the Site.
- 325 4. Developer shall not establish any private wells or septic systems on the Site.
326

327 F. Landscaping and Erosion Control.

- 328 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and
329 otherwise landscape the Site in strict compliance with the plans and specifications set
330 forth on Exhibit E, and shall at all times remain in compliance with all applicable
331 municipal and state erosion control restrictions and requirements. Developer shall
332 complete required erosion control inspections and reports in accordance with the erosion
333 control permit standards. Developer shall be responsible for costs of periodic compliance
334 inspections of erosion control facilities that will be conducted by the Village Engineer or
335 his designee.
- 336 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
337 are washed out or otherwise rendered ineffective as determined by the Village Engineer
338 or DPW Director or Building Inspector, Developer shall repair or replace said facilities
339 within 48 hours of being so notified in writing by the Village Engineer or DPW Director
340 or Building Inspector. If Developer fails to repair or replace said facilities within 48
341 hours of being so notified by the Village Engineer or DPW Director or Building Inspector

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342 the Village may, but is not required to, repair or replace such facilities and charge 125%
343 percent of all costs incurred by the Village in so reinstalling said facilities to Developer.
344 The Village may collect this amount from any amounts payable to Developer that the
345 Village is holding pursuant to this Agreement.

- 346 3. Developer shall, simultaneous with the execution of this Agreement, provide the Village
347 a temporary access easement to the Village in the form attached hereto and incorporated
348 by reference as Exhibit G to permit repair or replacement of said facilities in the event of
349 a default by Developer.

350
351 G. Street Signs, Pavement Markings and Street Lights.

- 352 1. Developer shall provide and install (subject to Village approval) all signs and pavement
353 markings as specified in Exhibit E.

354 2. Developer shall ~~also~~ provide a public street, private road and common area lighting plan
355 as specified in Exhibit [????] and install ~~public~~ streetlights for the ~~Site~~ public street as
356 specified in Exhibit ~~E~~ [????] at no cost to the Village utilizing lights available from WE
357 Energies as approved by the Village DPW Director. Public streetlights shall become the
358 property of Wisconsin Energy Corporation. Thereafter, all repairs, maintenance,
359 operation and replacement shall be performed by Wisconsin Energy Corporation.

360 2.3. Public street lights shall be installed at the two (2) roadway connections to Campus Drive
361 and the two (2) private road connections to the public street.

362 3.4. Following installation of public streetlights by Developer and acceptance of the
363 installation by the Village with other infrastructure, the operational and electrical
364 expenses for public streetlight shall be paid for by the Village.

365
366 H. Hazardous Substances.

367 Developer hereby represents and warrants to the Village that Developer has conducted a
368 Phase I environmental assessment of the Site, the resulting report for which is attached as
369 Exhibit H, and that Developer has no knowledge of, nor reason to believe that, any
370 “hazardous substances” as defined in U.S.C. § 9601 or listed in Chapter 40 of the Code of
371 Federal Regulations nor any petroleum, crude oil, natural gas or other petroleum product are
372 currently present on the Site. If, during the course of carrying out its obligations under this
373 Agreement, Developer acquires information indicating the possible existence of a hazardous
374 substance or petroleum product on the Site, Developer shall immediately notify the Village
375 Engineer/DPW Director of this information and be responsible for appropriate removal and
376 cleanup.

377
378 I. Sidewalk/Pedestrian Pathways/Public Trails.

- 379 1. Developer shall provide, install and pave (1) within dedicated Right of Ways concrete
380 *sidewalk* ; (2) with asphalt all *pedestrian pathways* servicing the condominium units,
381 their owners and invitees; and (3) with varying suitable materials as specified on Exhibit

382 _____ the *public trails* within the Site that shall be made available as described in the
383 next sentence and as specified in Exhibit E. Developer shall grant on the Certified Survey
384 Map and other document as appropriate, a permanent access easement to the general
385 public for unrestricted passage and enjoyment of public trails outside the Right of Way as
386 described in Exhibit I – Public Access Easement.

- 387 2. Public trails constructed or established by Developer shall be accessible by the general
388 public. The maintenance and marking of all public trails in a manner that meets
389 standards prescribed by the Village from time to time shall be the responsibility of the
390 Homeowners Condominium Association.
- 391 3. Passage ways accessible to the general public, including paved areas used for emergency
392 access to this development shall be maintained year-round including winter maintenance
393 performed in compliance with the Village Code requirements for snow and ice removal
394 and control on public sidewalks. Pedestrian pathways not intended for use by the general
395 public may be maintained during winter at the discretion of the
396 Homeowners Condominium Association.
- 397 4. At the time of entry into this Agreement, Developer shall grant the Village and its agents
398 or subcontractors a permanent easement to access said public trails and to repair/maintain
399 them at the Village's sole option in the event of default by the
400 Homeowners Condominium Association in the maintenance thereof, in the form attached
401 hereto as Exhibit J. Any repair or maintenance performed by the Village hereunder shall
402 be assessed against equally against all condominium unit property owners as a *special*
403 *charge* pursuant to the Wisconsin Statutes.

404
405 J. Street Trees and Landscaping Installation.

406 ~~1-~~ Developer has provided a plan for the installation of street trees on the public street as
407 ~~shown in the Street Tree Plan~~ set forth in the attached Exhibit E[????], which plan shall ~~be in~~
408 ~~compliance with~~ follow all applicable provisions of Chapter 90 of the Village Code of
409 Ordinances pertaining to trees. At the time of the signing of this Agreement, Developer shall
410 deposit with the Village \$ _____ to enable the Village to plant the identified trees at a
411 time that it deems appropriate as part of the Village's annual street planting program.

412 Upon application for a building permit for a given condominium unit, the Developer shall
413 ~~pay to~~ inform the Village Building Inspector of the scheduled timeframe for the installation of
414 ~~landscaping for that unit.~~ ~~The Building Inspector shall not have any enforcement~~
415 ~~responsibilities in this regard since this shall be a matter solely between the Developer and the~~
416 ~~purchasers of the condominium units.~~ ~~cost of providing and planting trees as required by the~~
417 ~~Village Code and as identified on the Street Tree Plan as such cost is determined by the Village.~~
418 ~~The Village will provide for the installation of street trees adjacent to the public Right of Way in~~
419 ~~accordance with Exhibit E for which the fees, as provided by Village publication, have been~~
420 ~~paid.~~

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421
422 K. As Built Drawings
423 Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the
424 Project improvements described in this Section II including the final location and elevation
425 of the various improvements as required by the Village Engineer and/or Public Works
426 Director including, but not limited to roads, street, sanitary sewer facilities, water facilities,
427 storm water facilities, sidewalks/paths, street signs, street lights and street trees.
428 Reproducible plans shall be provided on Mylar or another similar media acceptable to the
429 Village Engineer and to the Director of Public Works together with an electronic file copy of
430 said plans compatible with the Village’s GIS software prior to Village acceptance of
431 dedication. Electronic plans provided hereunder shall include GPS locations for manholes,
432 valves and other included items at a fixed location. Electronic plans provided hereunder
433 shall also include size and species for all street trees.
434

435 Section III. Dedication.

436 A. Subject to all of the other provisions of this Agreement and the exhibits attached, Developer
437 shall, without charge to the Village, upon completion of all public improvements on the Site
438 described as such in the Certified Survey Map and Final Condominium Plat and in
439 accordance with any plans and specifications attached hereto as exhibits, unconditionally
440 give, grant, convey and fully dedicate the same to the Village, its successors and assigns,
441 forever, free and clear of all encumbrances whatever, together with, including, without
442 limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and
443 appurtenances which may in any way be a part of such public improvements and together
444 with any and all necessary easements for access thereto. Developer shall obtain title
445 insurance to insure the transfer of ownership in portions of the Site that are dedicated to the
446 Village. Developer shall also pay, when due, all transfer taxes that arise as a result from said
447 dedications.
448

449 B. Developer shall notify the Village, in writing when any public improvement described ~~as~~
450 ~~such in the applicable Certified Survey Map and~~ on the attached ~~E~~exhibits is complete in
451 accordance with the plans and specifications attached hereto as exhibits. Within fourteen (14)
452 days of the date of such notice, the Village Engineer and DPW Director shall inspect and/or
453 re-inspect as necessary any public improvements described in Developer’s notice and prepare
454 and deliver to Developer a written punch list of repairs necessary to bring such public
455 improvement into conformance with the applicable plans and specifications. Upon
456 Developer’s written notice to the Village Engineer and DPW Director that all punch list
457 repairs for any such public improvement are complete, and following satisfactory completion
458 of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of

459 the Village Engineer and DPW Director, by separate resolution, accept the dedication of such
460 public improvement.

461
462 C. Unless previously provided, simultaneous with the acceptance by the Village of any sanitary
463 sewer, water or storm/surface water improvement on the Site, Developer shall, at its sole
464 expense, furnish one set of reproducible “as built” plans of such public improvement.
465 Reproducible plans shall be provided on Mylar or another similar media acceptable to the
466 Village Engineer and to the Director of Public Works together with an electronic file copy of
467 said plans compatible with the Village’s GIS software prior to Village acceptance of
468 dedication. Electronic plans provided hereunder shall include GPS locations for manholes,
469 inlets, valves and other structures.

470 Section IV. Building/Occupancy Permits.

- 471 A. No building permits will be processed or issued for the Site until the first lift of asphalt has
472 been installed on necessary private and public streets, said first lift has been approved by the
473 Village Engineer and DPW Director, and the underlying utilities (including gas, electric,
474 telephone, cable television and any other installation that would otherwise require opening
475 the asphalt), storm water drainage, water and sanitary sewer improvements are constructed,
476 inspected (and re-inspected as necessary) and approved by the Village Engineer and DPW
477 Director.
478
479 B. The Village will have no obligation to process or to issue Occupancy Permits for any
480 building until all utilities for the Site have been completed, dedicated and accepted by the
481 Village (acceptance of which shall not be unreasonably delayed or deferred) and the first lift
482 of asphalt for all streets have been installed.

483 Section V. Miscellaneous Requirements and Provisions.

- 484 A. Survey Monuments. Developer agrees to properly place all survey or other monuments
485 required by applicable state statute or municipal ordinance, and further agrees to permanently
486 monument the boundaries of the environmental corridor (constituting either wetlands or other
487 environmental corridor) by placing monuments that comply with the specifications set out in
488 Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the
489 environmental corridor and at the mid-point of the environmental corridor boundary within
490 each lot and at any change in direction of the boundary lines.
491
492 B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and
493 Homeowner’s Association, as required below, a provision indicating that the use of water for
494 purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as
495 otherwise directed by the Village of Hartland from time to time.

- 496
497 C. Declaration of Restrictions and Homeowner's Association. Developer hereby agrees to
498 execute and record a Declaration of Restrictions and ~~Homeowners~~Condominium²
499 Association with respect to the Site in the form of Exhibit J attached hereto. No occupancy
500 permits shall be granted until both the Declaration of Restrictions has been approved by the
501 Village and recorded and the ~~Homeowners~~Condominium² Association incorporated.
502
- 503 D. Grade. Exhibit E sets out maximum yard grade elevations that shall be required on the Site.
504 One set of an as-built version of Exhibit E shall be provided by the Developer, at its sole
505 expense, in a Mylar reproducible format and in electronic format compatible with the
506 Village's GIS software, to the Village prior to the dedication of the public streets.
507
- 508 E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
509 services on the Site shall be buried underground in accordance with Chapter 50 of the
510 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
511 services shall be the responsibility of Developer.
512
- 513 F. Manner of Performance. Developer shall cause all construction called for by this Agreement
514 to be carried out and performed in a good and workmanlike manner.
515
- 516 G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
517 approvals from all governmental authorities with jurisdiction over the Site, including, but not
518 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
519 Commission, and Department of Natural Resources, when required prior to the start of
520 construction, demolition or hazardous waste abatement with respect to the applicable portion
521 of the Site work. Developer or the Purchaser of individual condominium units shall be solely
522 responsible for paying, at the time of building permit application, all applicable sewer or
523 water connection fees pertaining to connection of such utilities servicing the Project which
524 are customarily and uniformly assessed.
525
- 526 H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and
527 storm sewer facilities as indicated on Exhibit E are approximate locations only. It is
528 Developer's sole responsibility to definitively locate all such Village facilities in the field,
529 and the Village bears no liability if any of said facilities are not located where indicated in
530 the documents described in this subsection.
531
- 532 I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to
533 executing a contract for sale/purchase of a given condominium unit anticipated future
534 expenses of buyer related to developer and lot owner obligations in this Agreement including

535 payment of impact fees, connection charges, RSAC, street tree installation, potential Special
536 Charge, potential Special Charges and other applicable items.

537 Section VI. Time.

538 A. Provided that the Village grants approval to commence within fifteen (15) business days
539 from the request by Developer and following the execution and ~~recording~~ RECORDING of
540 this Agreement and its Exhibits, Developer shall complete the following aspects of said
541 improvements on the Site for the Project, all in compliance with the requirements of this
542 Agreement, on or before the following dates:

- 543 1. Completion of installation of the first lift of asphalt on the ~~public streets~~ private roads
544 serving the Project pursuant to Exhibit E on or before _____ unless
545 extended by the Village Board upon recommendation of the DPW Director and Village
546 Engineer.
- 547 2. Installation of sanitary sewage collection and water distribution systems servicing the
548 Site pursuant to Exhibit E on or before _____.
- 549 3. Completion of storm/surface water drainage facilities servicing the Site as specified in
550 Exhibit E on or before _____.
- 551 4. Completion and recording of the Certified Survey Map and Final Condominium Plat ~~on~~
552 ~~or before~~ _____ prior to the RECORDING of this Agreement.

554 A. Except as set forth in subsection C below, time is of the essence as to all deadlines set
555 forth in this section. Upon failure of Developer to meet one or more deadlines specified
556 in this section, Village may (but is not required to) complete that aspect of the project and
557 charge Developer 125 percent (125%) of the actual costs incurred by Village in so
558 completing that aspect of the Project. Village may draw upon the security provided in this
559 Agreement for the payment of said charges against Developer. In addition, Village may
560 utilize Wis. Stat. § 66.0627 as a Special Charge to recover all costs incurred by the
561 Village upon giving Developer 20 calendar days prior written notice to the following
562 address: (1.)Name; (2.) Address (3.) E-mail Address,

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564 B. If delay in completion of any public improvements on the Site described in this Agreement is
565 caused or contributed to by act, omission, misconduct or neglect of the Village or those
566 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
567 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
568 of public utilities or of local, state or federal governments affecting the work or other causes
569 beyond Developer's reasonable control, then the time of completion of such public
570 improvements shall be extended for the additional time caused by such delay.

571 Section VII. Payment of Village Fees.

572 Developer agrees to provide to the Village the following:

- 573 1. Developer and Village acknowledge that the Village has caused a needs assessment study
574 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an
575 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and
576 facilities. The Parties acknowledge that the ultimate occupants of the Site will likely
577 utilize these Village services and facilities and that the impact fees imposed by Village
578 Ordinances are necessary to pay for the capital costs of the facilities in order to
579 accommodate land development. Accordingly, Developer represents and warrants that it
580 will pay or cause the lot owner to make concurrent payment to the Village impact fees in
581 the then current amount in accordance with the Village Code upon application for
582 building permits.
- 583 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
584 Village, in cash or check, in the amount of \$50,000 at the time of execution of this
585 Agreement. Developer shall be responsible for actual inspection costs and fees incurred
586 by the Village which shall first be deducted from such deposit.
- 587 3. Developer shall, in cash or check, continue to maintain an escrow balance with the
588 Village of Hartland through which the Village will reimburse itself for legal,
589 administrative, engineering and fiscal expenses paid by the Village on behalf of the
590 Project. From time to time during the development process, after said escrow deposit is
591 diminished by expenses incurred or to be incurred by the Village, the Village may require
592 additional funds to be deposited into the escrow, which additional funds shall be paid
593 within 30 days after written demand.
- 594 4. Developer acknowledges that sanitary sewer service the Site is subject to payment of
595 both Connection Charges under Section 86-276 of the Village Code and Regional Sewer
596 Availability Charges ("RSAC") under Section 86-277 of the Village Code of Ordinances
597 as those sections and fees may be adjusted from time to time. Developer represents and
598 warrants that it will pay or cause the unit owners to make concurrent payment to the
599 Village of the then current Connection Charge and RSAC fee for each of the forty-seven
600 (47) condominium homesites on the Site upon application for building permits including
601 connection to the sanitary sewer system.

602 Section VIII. Security for Payment and Performance of Developer's Obligations

- 603 A. Security Required. Prior to commencement of construction activities related to the
604 Development, Developer shall deliver or cause to be delivered to the Village acceptable
605 security equal to one hundred fifteen percent (~~115~~125%) of the Village Engineer's cost
606 estimate of all private, public and public interest (i.e. retention/detention ponds, walkways
607 and paths, monument signage, sanitary sewer, storm sewer, water, and other improvements)
608 improvements for the Site shown on the applicable Plat and the plans and specifications

609 pertaining thereto (including, but not limited to, temporary and permanent landscaping and
610 erosion control provisions, landscaping, seeding, and other improvements); and
611

612 B. Form of Security. ~~Pursuant to The Village Board in exercising its discretion and judgement~~
613 ~~to allow this Project to proceed under a Planned Unit Development which it has no obligation~~
614 ~~to approve, has determined that the provisions of §236.13 (2) (1m.) (c.) of the Wisconsin~~
615 ~~Statutes, as determined by Developer, do not adequately provide an expeditious means of~~
616 ~~procuring funds (due to the likelihood of litigation typically associated with the recovery of~~
617 ~~funds where a bond has been posted) to complete work needed to prevent the deterioration~~
618 ~~and associated nuisance that arises from a partially finished Project which can result in~~
619 ~~blight. Therefore, the security provided required~~ hereunder shall be in the form of a
620 ~~performance bond or~~ an original, irrevocable letter of credit issued by a federally insured
621 banking institution, the financial condition of which is acceptable to the Village, naming the
622 Village as payee and expiring no sooner than twelve months, and being in a form acceptable
623 to the Village Attorney. ~~It is the preference however of the Village that security be provided~~
624 ~~in the form of a letter of credit.~~ The amount of such security ~~required shall be for all public~~
625 ~~and private work, materials and professional services needed to substantially complete the~~
626 ~~Project. The letter of Credit shall be reduced~~ subject to the provisions of Section VIII.D.
627 hereafter and when work secured hereby is completed ~~and dedicated to the Village.~~

628
629 —Maintenance of Security. Security as described in this Section shall be renewed in a form
630 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be
631 maintained as described below for a period of time expiring 14 months, ~~after the~~
632 ~~improvements for which the security is provided are substantially complete in accordance~~
633 ~~with §236.13 (2) (am) 2. of the Wisconsin Statutes which provides:~~

634 —
635 ~~For purposes of subd. 1., public improvements reasonably necessary for a project or a phase~~
636 ~~of a project are considered to be substantially completed at the time the binder coat is~~
637 ~~installed on roads to be dedicated or, if the required public improvements do not include a~~
638 ~~road to be dedicated, at the time that 90 percent of the public improvements by cost are~~
639 ~~completed.~~

640
641 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
642 upon such security for purposes of completion of Improvements provided for in this
643 Agreement.

644
645 ~~D.C.~~ Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
646 as the improvements described in the Plat and the plans and specifications set forth on the
647 attached exhibits are completed and approved by the Village Engineer and DPW Director in
648 accordance with the following procedure.

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- 649 1. From time-to-time during the course of construction, Developer may request the Village
650 Engineer and DPW Director to inspect the construction work completed to that date, and
651 the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts
652 to make such inspection within seven (7) days after the request.
- 653 2. The request to inspect shall be accompanied by a certification prepared by Developer's
654 engineer and stating the work completed, an estimate of the dollar value of the work
655 completed to date of the request and since Developer's engineer's last certification and
656 that the work has been completed in a good and workmanlike manner and in compliance
657 with the Plat and applicable plans and specifications.
- 658 3. The request for inspection shall also be accompanied by a certification from Developer's
659 engineer estimating the cost to complete the remaining balance of the improvements,
660 with the estimated dollar value of the improvements completed and the estimated cost to
661 complete the remaining improvements being on a form and presented in a manner
662 reasonably acceptable to the Village Engineer and DPW Director.
- 663 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
664 contractor's statement and appropriate photocopies or originals of lien waivers showing
665 that all work in place and for which a reduction in the security is requested has been fully
666 paid for or that all mechanic's or other liens have been waived.
- 667 5. The Village Engineer and DPW Director shall approve a reduction in the Security
668 provided the following are met:
- 669 i. Receipt of the required documentation from the Developer
 - 670 ii. Inspection by the Village Engineer
 - 671 iii. Certification by the Village Engineer to the Village and to the financial
672 institution issuing any letter of credit:
 - 673 1. The dollar value of the work completed to the date of the request for
674 inspection and since the last certification by the Village Engineer
 - 675 2. That the work has been completed in a good and workmanlike manner
676 and in compliance with the Plat and the applicable plans and
677 specifications
 - 678 3. That no mechanic's or other liens will attach to the Site or to any
679 property of the Village as a result of the installation of the
680 improvements
 - 681 4. That Developer's engineer's or Village Engineer's estimate of the
682 dollar value of the work completed and the cost to complete the
683 remaining improvements are reasonable.
 - 684 iv. The balance remaining in the security is at least equal to one hundred percent
685 (100%) of the cost to complete all the remaining public and private
686 improvements plus ten percent (10%) per Wis. Stat. § 236.13 (2) (am) c. of
687 the total cost of any completed public improvements.

689 ~~F.D.~~ Release of Security Upon Completion. Upon final completion of all of the improvements, the
690 acceptance by the Village of the development and posting of any required warranty or
691 maintenance bond security, the then remaining balance of the security shall be released and
692 returned, after first drawing upon the security for any fees and costs due and owing to the
693 Village pursuant to all applicable ordinances and this Agreement.
694

695 ~~F.E.~~ Return of Excess Proceeds After Default. In the event of default by Developer under this
696 Agreement, if any of the security funds remain in the possession of the Village after all of the
697 public and private improvements have been completed in a good and workmanlike manner
698 and in accordance with the applicable Final Plat and applicable plans and specifications, all
699 warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village,
700 including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket
701 expenses incurred in completing the improvements, in releasing liens thereon in paying for
702 work completed prior to default are paid, or other costs incurred as a result of the default of
703 Developer; then any remaining balance shall be paid to Developer, subject to any claim to
704 said funds exerted by any financial institution issuing any letter of credit given as security.

705 Section IX. Guarantee of Improvements.

706 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer
707 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and
708 specifications and that the public improvements are and will remain in good and sound
709 condition for and during a period of twelve (12) months from the date of final acceptance of
710 dedication by the Village.
711

712 B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the
713 Village that security be provided in the form of a letter of credit. Developer shall furnish to
714 the Village, prior to final acceptance of dedication of the public improvements by the
715 Village, guarantee security pursuant to §236.13 of the Wisconsin Statutes consisting, as
716 determined by Developer, of a performance bond or an original, irrevocable letter of credit
717 issued by a federally insured banking institution, the financial condition of which is
718 acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen
719 months from the date of substantial completion of the covered improvements and equaling in
720 the aggregate to ten percent (10%) of the total final cost of the improvements, which
721 guarantee security will be retained by the Village for a period of fourteen (14) months after
722 the substantial completion of the improvements as initial security for Developer's guarantee
723 that the workmanship and materials furnished meet or exceed all state, federal and local
724 requirements and specifications, and that the improvements are and will remain in good and
725 sound condition for and during the twelve-month period from and after their acceptance.
726 Separate bonds or letters of credit may be utilized because the time frame for the acceptance
727 of each type of improvement may be different.

- 728
729 C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and
730 all repairs which may become necessary under and by virtue of Developer's guarantee and
731 shall leave the improvements in good and sound condition, satisfactory to the Village and
732 Village Engineer and DPW Director at the expiration of the guarantee period; provided,
733 however, Developer's obligation to repair shall not extend to repairs necessitated by or
734 related to any act, omission, neglect or misconduct of the Village, its agents, employees or
735 contractors (and the guarantee security may not be drawn against in such instances).
736
- 737 D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
738 professional opinion of the Village Engineer and DPW Director, require any repairs or
739 replacements which in his judgment are necessitated by reason of settlement of foundation,
740 structure or backfill, or other defective workmanship or materials, Developer shall, upon
741 written notification by the Village Engineer and DPW Director of the necessity for such
742 repairs, make such repairs, at its own cost and expense. Should Developer fail to make such
743 repairs within a reasonable time after written notice has been sent as provided herein, or fail
744 to start work within fourteen (14) calendar days after such written notice, weather permitting,
745 the Village may cause such work to be done, but has no obligation to do so, either by contract
746 or otherwise, and the Village may draw upon said guarantee security to pay any costs or
747 expenses incurred in connection with such repairs or replacements. Should the cost or
748 expense incurred by the Village in repairing or replacing any portion of the improvements
749 covered by this guarantee exceed the amount of the guarantee security, the Developer shall,
750 within thirty (30) days of being invoiced by the Village, pay 125 percent of any excess cost
751 or expense actually incurred in the correction process.
752
- 753 E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until
754 such time as they are accepted by the Village in dedication. This maintenance shall include
755 routine maintenance, such as dust suppression, crack filling, roadway patching and the like.
756 In cases where emergency maintenance is required, such as sewer blockages, the Village
757 retains the right to complete the required emergency maintenance in a timely fashion and bill
758 Developer for all actual associated costs. The Village shall not be responsible for snow
759 removal prior to acceptance of the public street improvements except as set forth in
760 subsection II. A. 2 unless mutually agreed in writing signed by both parties hereto to the
761 contrary. All improvements shall be maintained so they conform to the applicable plans and
762 specifications attached as exhibits to this Agreement at the time of their acceptance by the
763 Village.
- 764 Section X. Method of Improvement.
765 Developer hereby agrees to engage contractors for all work included in this Agreement who are
766 qualified to perform the work. Developer further agrees to use materials and make the various

767 installations in accordance with the applicable plans and specifications made a part of this
768 Agreement by exhibit reference and including those standard specifications as the Village Board
769 or its Commissions may have adopted and published prior to this date.

770 Section XI. Zoning.

771 The Village does not guarantee or warrant that the subject lands of this agreement will not at
772 some later date be rezoned, nor does the Village herewith agree to rezone the lands into a
773 different zoning district.

774 Section XII. Indemnification and Insurance.

775 A. Indemnification.

776 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
777 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
778 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
779 the same from and against any and all liability, claims, loss damages, interest, actions,
780 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
781 in the course of out of, or as a result of the performance, mis-performance, or
782 nonperformance of Developer's obligations under this agreement or the negligent
783 construction or operation of public improvements covered thereby until the dedication of
784 said public improvements is accepted by the Village and after the dedication of said
785 improvements only if the occurrence giving rise to the claim predates the dedication.

786 2. In every case where judgment is recovered against the Village if notice and opportunity
787 to defend has been given to the Developer of the pendency of the suit within ten (10)
788 days after service of the summons and complaint on the Village, the judgment shall be
789 conclusive upon the Developer not only as to the amount of damages, but also as to its
790 liability to the Village.

791 B. Insurance. Developer and/or Developer's contractors shall maintain at all times, until the
792 acceptance by the Village of all public improvements' insurance with minimum limits and
793 coverage as shown below:

794 1. For Developer's contractors and others working on the Site, Worker's Compensation,
795 including Occupational Disease, Insurance meeting the statutory requirements of the
796 State of Wisconsin, and Employer's Liability insurance in an amount of at least Five
797 Hundred Thousand Dollars (\$500,000.00).

798 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
799 providing limits for bodily injury and personal injury of One Million Dollars
800 (\$1,000,000.00) combined single limit. The policy must include the Village and its
801 agents, officers and employees as "additional insured" and provide premises, operations,
802 elevators, damage, blanket contractual covering indemnities within contract documents,
803 products and completed operations coverage and be endorsed as "primary and non -

804 contributory" to any insurance of the additional insured, except from their sole
805 negligence.

806 3. For Developer's contractors and others working on the Site, Comprehensive Automobile
807 Liability Insurance, on occurrence basis, covering all owned, non-owned and hired
808 vehicles with limits of liability equal to those set forth in paragraph B (2) above.

809 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
810 commencement of construction or Site preparation activities, evidence of the issuance of
811 policies covering the above recited insurance requirements in the form of a Declaration
812 referencing all applicable policies along with endorsements referencing the policy numbers
813 of the applicable policies and signed by an authorized person. **An ACORD 25 certificate**
814 **shall not be acceptable.** All endorsements to those policies must state that notice of any
815 material change in coverage or nonrenewal or cancellation will be provided to the Village not
816 less than thirty (30) days prior to the effective date of any such change, nonrenewal or
817 cancellation. All endorsements shall name the Village of Hartland, its officers, employees
818 and agents as an additional insured. The form of the endorsement of insurance will be subject
819 to the approval of the Village or its attorney, prior to commencement of construction or Site
820 preparation activities, which shall not be unreasonably withheld.

821 D. No Limit on Liability. It is understood and agreed that the insurance coverage and limits
822 required above shall not limit the extent of Developer's responsibilities and liabilities
823 pursuant to this Agreement or imposed by law.

824 Section XIII. Agreement for Benefit of Purchasers.

825 Developer agrees that in addition to the Village's rights herein, the purchaser of any lot or any
826 interest in any lot or parcel of land in the development and the ~~Homeowners~~Condominium²
827 Association for the Site shall be third-party beneficiaries for the limited purpose of ensuring that
828 condominium units are ultimately made available for purchase in accordance with the terms of
829 this Agreement. Notwithstanding the foregoing, or any other provision of this Agreement, it is
830 expressly understood and agreed that any or all of the provisions of this Agreement may be
831 amended, modified, waived, and/or annulled by written agreement by and between the
832 Developer and the Village alone, without any requirement that the purchaser or owner of any lot
833 or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in
834 the subdivision, join in or consent to same.

835 Section XIV. General Conditions and Regulations.

836 All the provisions of the Village ordinances relating to the development of land through the use
837 of Preliminary and Final Plats, as amended from time-to-time, are incorporated herein by
838 reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as
839 fully as if set forth at length herein. This Agreement and all work and improvements required
840 hereunder shall be performed and carried out in strict accordance with and subject to the
841 provisions of said ordinances and this Agreement. This Agreement shall not be deemed to

842 modify or suspend any provisions of the Village Ordinances (now existing or as subsequently
843 amended) relating to the development or use of land. All such provisions shall apply to the
844 Project in accordance with applicable law.

845 Section XV. Assignment.

846 Developer shall not assign this Agreement without the prior written consent of the Village.

847 Section XVI. Amendments.

848 The Village Board and Developer, by mutual consent, may amend this Agreement at any
849 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,
850 be obligated to consider consenting to an amendment until after first having received a
851 recommendation from the Village Plan Commission.

852 Section XVII. Exculpation of Village Elected Officials in Personal Capacity.

853 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
854 the Village of Hartland, entered into and are signatory to this Agreement solely in their official
855 capacity and not individually, and shall have no personal liability or responsibility hereunder;
856 and personal liability as may otherwise exist, being expressly released and/or waived.

857 Section XVIII. Miscellaneous Provisions

858 A. This Agreement may be executed in one or more counterparts, each of which shall be
859 deemed an original but all of which together shall constitute one and the same instrument.

860
861 B. This Agreement is the complete and entire agreement of the parties with respect to the
862 matters covered by this Agreement, and it shall supersede all prior agreements to the
863 contrary. No agreements, promises, or representations made during or in connection with
864 the negotiations for or approval of this Agreement shall be binding or effective unless
865 they are included herein. This Agreement may be introduced into evidence by any party
866 without objection in any action to enforce the terms of this Agreement. No modification
867 of this Agreement shall be binding unless in writing and signed by Developer and
868 Village.

869
870 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
871 by all parties and that all parties together shall be construed to be the drafter hereof and
872 this Agreement shall not be construed against any party individually as drafter.

873
874 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
875 employer/employee relationship, joint employer, a joint venture or partnership
876 relationship, or a principal/agent relationship.

- 877
878 E. Survival. All agreements, representations, or warranties made herein shall survive the
879 execution of this Agreement and the making of the grants hereunder. This Agreement
880 shall be binding upon the Parties, their respective successors and assigns.
881
882 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
883 for Waukesha County.
884
885 G. Easements. Developer shall provide documentation satisfactory to the Village that it has
886 legal power and authority to grant all easements required under this Agreement.

887 IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed
888 by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original
889 counter-parts the day and year first above written.

PARADISE TRAILS, LLC

By: _____
Steve DeCleene, President, Neumann Developments Inc., sole member

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

[NOTARY STATEMENTS FOLLOW]

890

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named Steve DeCleene, President, Neumann Developments Inc., sole member of PARADISE TRAILS, LLC, who executed the foregoing instrument.

Notary Public
Commission expires: _____

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named Jeffrey Pfannerstill, who executed the foregoing instrument.

Notary Public
Commission expires: _____

891

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named Darlene Igl, who executed the foregoing instrument.

Notary Public
Commission expires: _____

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

Exhibit B Site Plan

Exhibit C Zoning

Exhibit D Proposed Condominium Plat

Exhibit E Plans and Specifications

Exhibit F Storm Water Management Facility Maintenance Agreement

Exhibit G Temporary Access Easement

Exhibit H Phase I Evaluation

Exhibit I Public Access Easement

Exhibit J Permanent Access/Maintenance Easement

Exhibit K Subdivision Declarations