

## NOTICE

A meeting of the City of Evansville Plan Commission will be held on the date and time stated below. Notice is further given that members of the City Council and Historic Preservation Commission may be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible.

City of Evansville **Plan Commission**  
Regular Meeting  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, January 7th, 2025, 6:00 pm

### AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the December 3<sup>rd</sup>, 2024 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed.
7. Discussion Items
  - A. Public Hearing, Review, and Motion for Land Division Application LD-2025-01 for a Condominium Plat on Lots 168 and 169 of Westfield Meadows, First Addition
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion with Conditions
  - B. Public Hearing, Review, and Motion for Rezoning Application RZ-2025-01 (Capstone Ridge)
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion
  - C. Review of Draft Land Divider's Agreement for Capstone Ridge
  - D. Review for Land Division Application LD-2024-11 for a preliminary and final plat on parcel 6-27-970C.2 (Settler's Grove)
    1. Review Staff Report and Applicant Comments
    2. Plan Commissioner Questions and Comments
  - E. Public Hearing and Review for Rezoning Application RZ-2025-02 (Settler's Grove)
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments

*-Mayor Dianne Duggan, Plan Commission Chair*

- F. Review of Draft Land Divider's Agreement for Settler's Grove Subdivision
- 8. Community Development Report
- 9. Upcoming Meeting: February 4<sup>th</sup>, 2025 at 6:00pm
- 10. Adjourn

*-Mayor Dianne Duggan, Plan Commission Chair*

**City of Evansville Plan Commission  
Regular Meeting  
Tuesday, December 3<sup>rd</sup>, 2024, 6:00 p.m.**

**MINUTES**

**1. Call to Order** at 6:00pm.

**2. Roll Call:**

Members	Present/Ab sent	Others Present
Mayor Dianne Duggan	P	Colette Spranger (Community Dev. Director)
Aldersperson Gene Lewis	P	Jason Sergeant (City Administrator)
Aldersperson Abbey Barnes	P	Joe Geoffrion, Paul Liesse
Bill Lathrop	P	
John Gishnock	P	
Mike Scarmon	P	
Eric Klar	P	

**3. Motion to approve the agenda, by Lathrop, seconded by Klar. Approved unanimously.**

**4. Motion to waive the reading of the minutes from the November 5<sup>th</sup>, 2024 meeting and approve them as printed, by Klar, seconded by Scarmon. Approved unanimously.**

**5. Civility Reminder.** Duggan noted the City’s commitment to conducting meetings with civility.

**6. Citizen appearances other than agenda items listed.**

**7. Discussion Items.**

**A. Review and Discussion and possible motion for Conditional Use Permit Application CUP-2024-05 for a duplex in the R-1 Residential District One on parcel 6-27-358 (16 Jackson St)**

**1. Review Staff Report and Applicant Comments**

**2. Plan Commissioner Questions and Comments**

Discussion was held regarding the pros/cons of allowing a duplex.

**Motion to approve a Conditional Use Permit for a duplex in the R-1 Zoning District per section 130-983 on parcel 6-27-358 located at 16 Jackson St, finding tha the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance , subject to the following conditions:**

- 1. Sewer laterals are to access the public main via recorded easement with an adjoining private landowner prior to issuance of a building permit.**
- 2. Use cannot create a public nuisance as defined by local and state law.**
- 3. The Conditional Use Permit is recorded with the Rock County Register of**

Deeds.

**B. Update – Pre-3/Maas Farm Property**

Staff advised tha the developer is not seeking assistance via TIF or other direct contributions from the city. Sergeant reminded the commission that P3 does not develop single-family housing.

- Scarmon wondered how to chunk off the land without a subdivision agreement.
- Lathrop wondered how the use of private boosters would affect west side water pressure. It was advised that they shouldn't affect water pressure. Lathrop also wondered if these units are affordable. Spranger responded that is a moving target.
- Gishnock expressed that they may be considered affordable for Evansville.
- Scarmon commented on having a public meeting by the developer, and commented that County should get involved sooner rather than later.
- Discussion was held on how rates are set by PSC
- Gishnock expressed preference for Option D, thinks that lots could be smaller and be more economical.
- Lathrop commented that this would provide opportunity for a new residential development and a new developer in town.
- Gishnock commented that the path should be moved farther west.

**C. Update – KwikTrip**

The developments would result in traffic issues causing a decreased level of service on County Road M. Level of service decrease for CHS is only during the harvest, for KwikTrip it would be constant. Developers are on the hook for improvements needed. DOT has to sign off on any changes to the intersection.

- Lathrop wondered if we scare them away if they would go elsewhere in the area or go outside of the area.
- Lewis stated he likes the size of the one in Belleville, could be used as a way to approach them. Stated 11-acre site is a better fit for a gas station.

**8. Community Development Report**

**9. Next Meeting Date:**

Tuesday, January 7<sup>th</sup>, 2024 at 6:00 p.m.

**10. Adjourn. 7:38 pm**



**APPLICATION FOR PRELIMINARY AND FINAL DIVISION - STAFF REPORT**

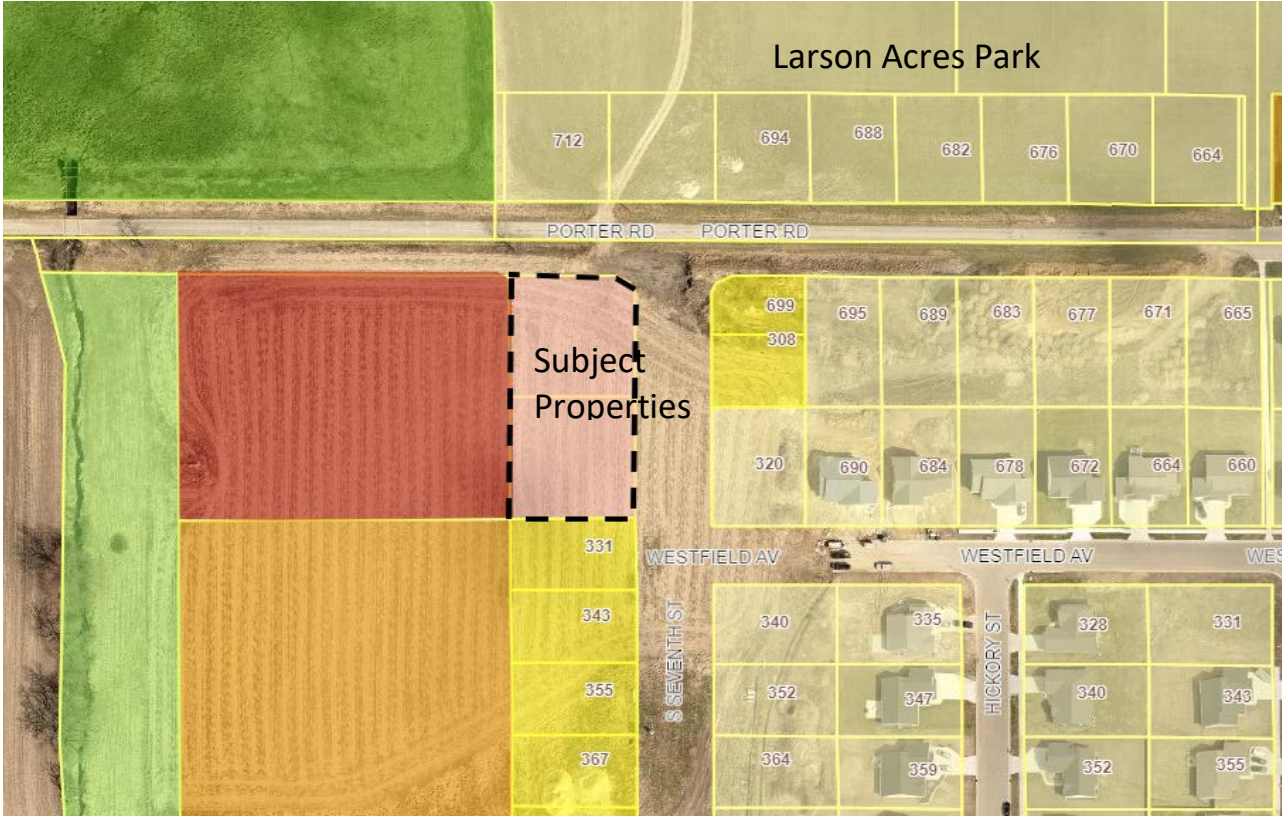
**Applications:** LD-2025-01

**Applicant:** Just 1 More Investments LLC

Parcel 6-27-559.5168 and 6-27-559.5169

**January 7, 2024**

Prepared by: Colette Spranger, Community Development Director  
Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263



**Location:** Lots 168 and 169, Westfield Meadows 1<sup>st</sup> Addition (Corner of Porter Road and South 7<sup>th</sup> Street)

**Description of request:** An application has been made to establish a 2-unit condominium plat on Lot 169 and Lot 168 of Westfield Meadows, First Addition.

**Existing Uses:** Lot 169 is under construction with a duplex unit. Lot 168 holds a conditional use permit for a duplex unit.

**Existing Zoning:** B-1 Local Business

**Proposed Action:** The newly created condominium units will allow for separate mortgages on each unit. Staff cannot recommend a zero lot line CSM for these duplexes, as zero lot line CSMs are not allowed in the B-1 zoning district. To rezone these lots out of the B-1 zoning district would be inconsistent with the Comprehensive Plan, unless that document is also amended.

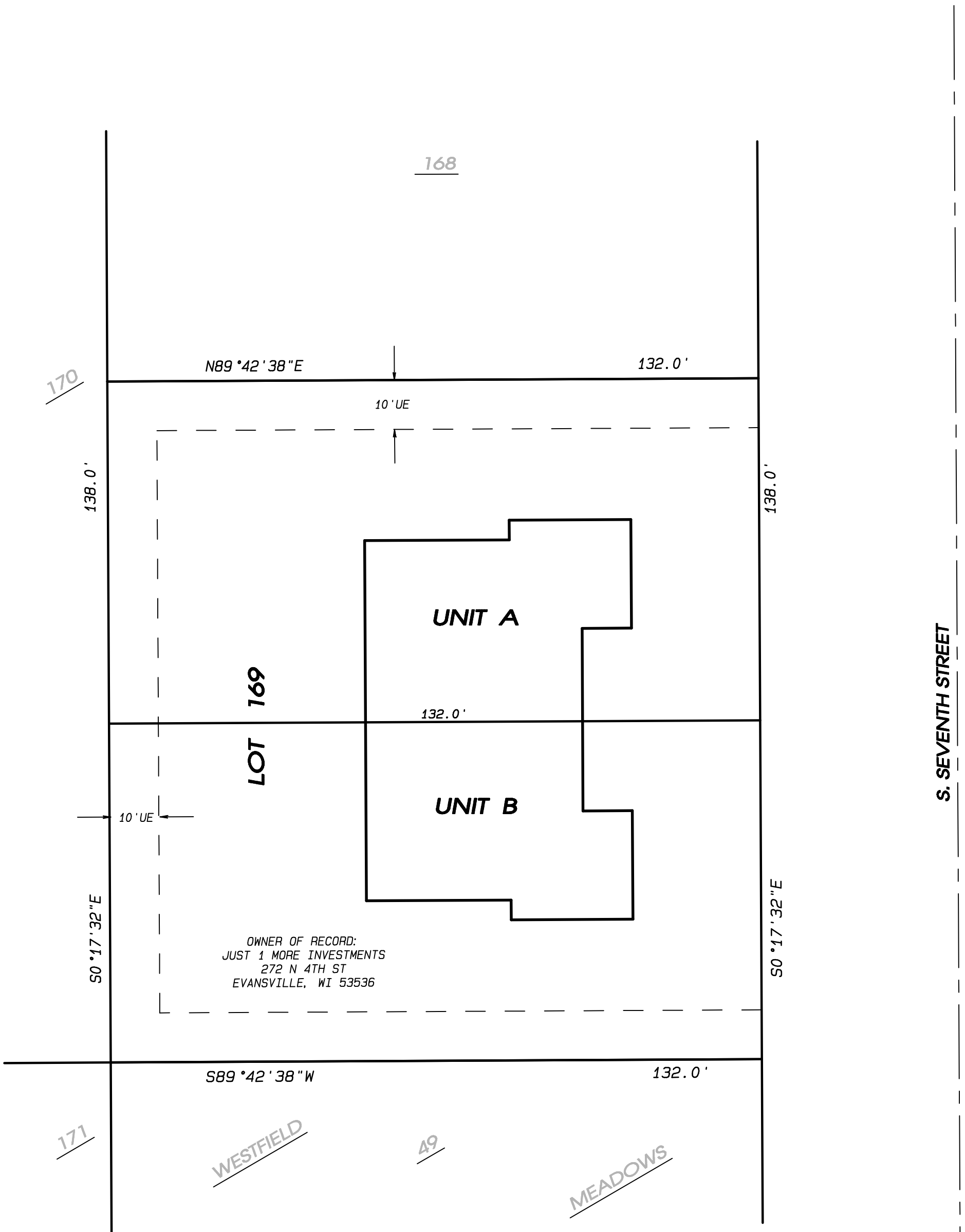
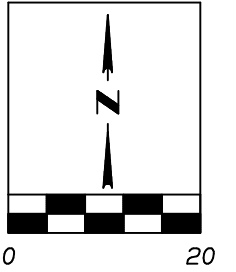
**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Staff Recommended Motion:**

*Motion to recommend Common Council approve land division application LD-2025-01 for a condominium plat on parcels 6-27-559.5168 and 6-27-559.5169, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final condominium plat is recorded with Rock County Register of Deeds.*

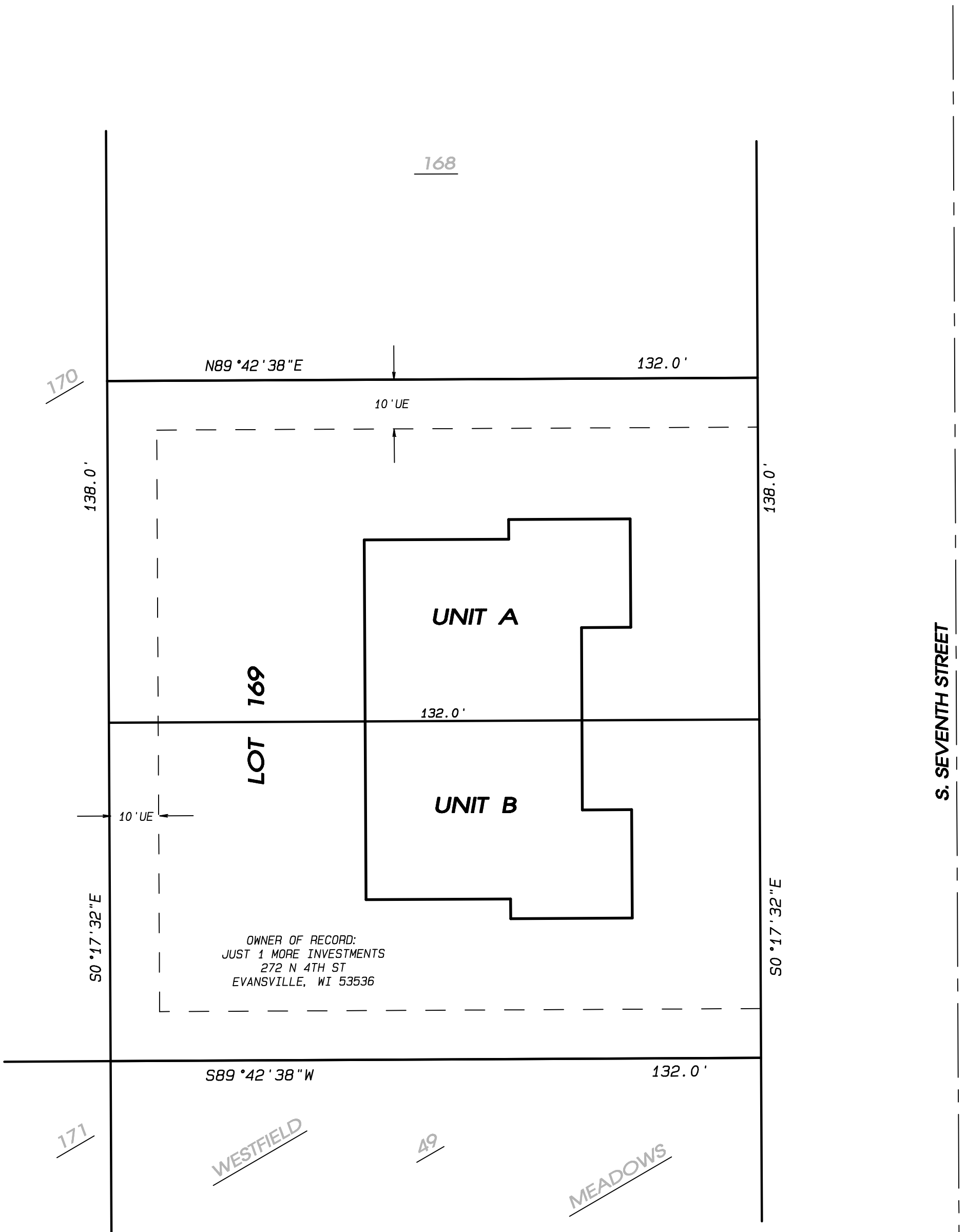
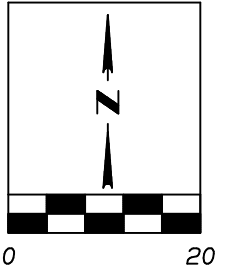
# PRELIMINARY MAP OF SAGE CROSSING CONDOMINIUM LOT 169

LOT 169 OF WESTFIELD MEADOWS FIRST ADDITION,  
SECTION 28, T.4N., R.10E. OF THE 4TH P.M.  
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



# PRELIMINARY MAP OF SAGE CROSSING CONDOMINIUM LOT 169

LOT 169 OF WESTFIELD MEADOWS FIRST ADDITION,  
SECTION 28, T.4N., R. 10E. OF THE 4TH P.M.  
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.







**APPLICATION FOR REZONE – STAFF REPORT**

**Application No.:** RZ-2025-01

**Applicant:** Phillips Construction and Pine Knoll Farms

**Parcels:** see below

**January 7, 2024**

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263

**Location:** Capstone Ridge Subdivision

**Description of request:** An application to rezone the 51 properties list below has been submitted for consideration by the Plan Commission.

Lot #	Parcel #	Lot #	Parcel #	Lot #	Parcel #
48	6-27-294.1048	65	6-27-294.1065	90	6-27-294.1090
49	6-27-294.1049	66	6-27-294.1066	91	6-27-294.1091
50	6-27-294.1050	67	6-27-294.1067	92	6-27-294.1092
51	6-27-294.1051	68	6-27-294.1068	93	6-27-294.1093
52	6-27-294.1052	69	6-27-294.1069	94	6-27-294.1094
53	6-27-294.1053	70	6-27-294.1070	95	6-27-294.1095
54	6-27-294.1054	71	6-27-294.1071	96	6-27-294.1096
55	6-27-294.1055	72	6-27-294.1072	97	6-27-294.1097
56	6-27-294.1056	73	6-27-294.1073	98	6-27-294.1098
57	6-27-294.1057	74	6-27-294.1074	99	6-27-294.1099
58	6-27-294.1058	75	6-27-294.1075	100	6-27-294.1100
59	6-27-294.1059	76	6-27-294.1076	119	6-27-294.1119
60	6-27-294.1060	77	6-27-294.1077	120	6-27-294.1120
61	6-27-294.1061	86	6-27-294.1086	121	6-27-294.1121
62	6-27-294.1062	87	6-27-294.1087	122	6-27-294.1122
63	6-27-294.1063	88	6-27-294.1088	OL3	6-27-294.1000B
64	6-27-294.1064	89	6-27-294.1089	OL4	6-27-294.1000A

**Existing and Proposed Zoning:** These 51 parcels are currently zoned R-1 Residential District One. The applicant proposes R-2 Residential District Two in order to allow duplexes to be built by right on buildable lots instead of through a conditional use permit.

**Development Agreement**

Plan Commission is also reviewing a development agreement for this project, which will cover responsibilities for public improvements, sidewalks, stormwater management, and other development necessities related to new residential construction. The City Engineer is still working with the applicant to assess whether or not expanded stormwater ponds will adequately handle back-to-back 100 year rain events. This standard has been promoted by the engineer as a way to protect health, safety, and property in light of increasingly catastrophic or abnormal weather events.

Unique to this development agreement, staff is asking the applicant to supply building plans for duplexes. The reasons are two-fold – lot widths are narrower than what builders are usually accustomed to, and to assure neighbors and the community that this development will not feature “cookie cutter” houses one after the other. There will be variation in the type of duplexes built.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed zoning map amendment is thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The future land use of this area is listed as “Established Neighborhood”, with the R-2 district as a recommended implementing district. This would be an example of “upzoning”, or allowing higher densities of housing in an area originally planned for primarily single family use. Upzoning has been recommended by the League of Wisconsin Municipalities as a way to encourage housing growth. R-2 zoning was also chosen for lands recently platted west of this site.

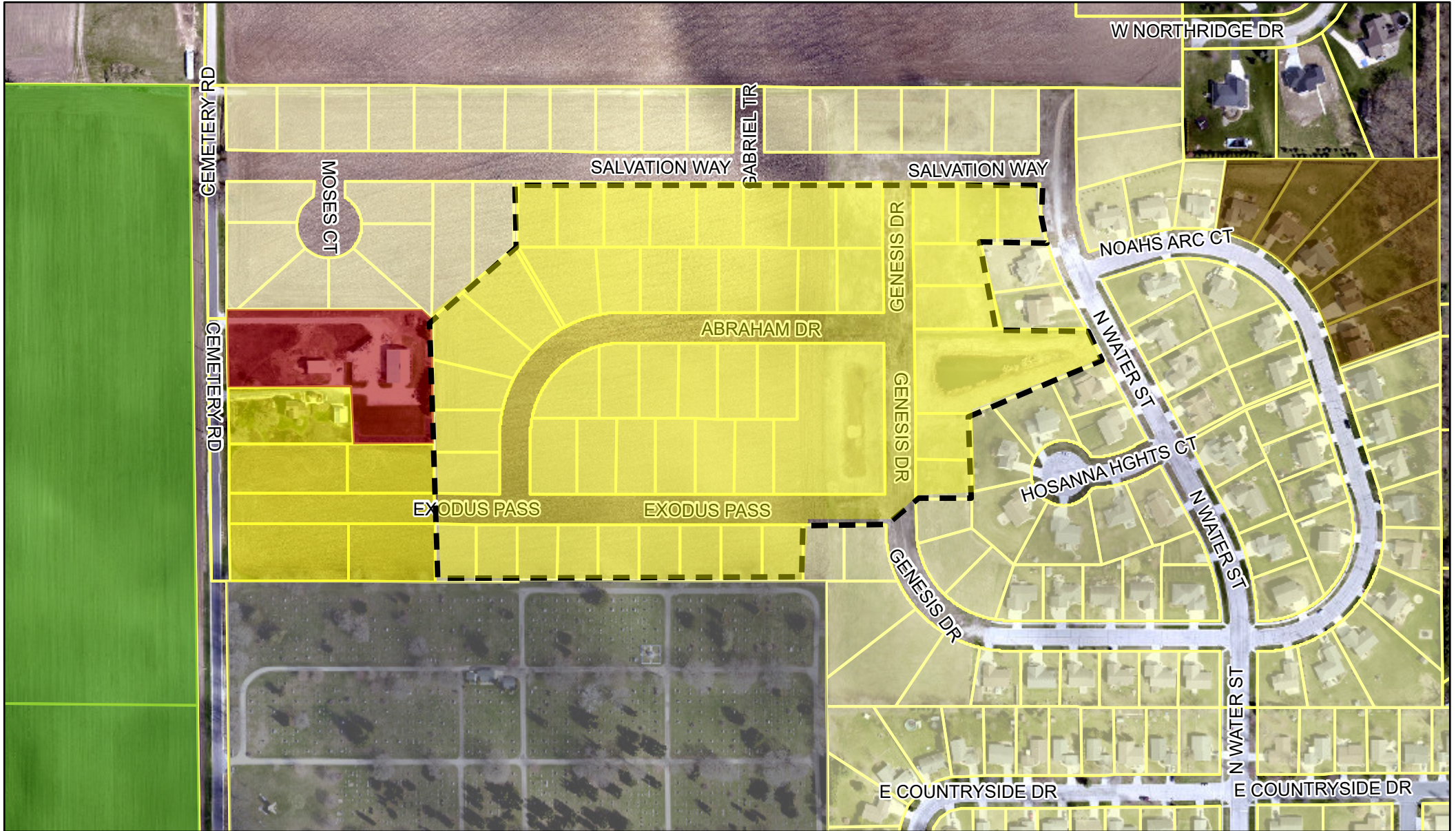
The application originally submitted four parcels owned by other individuals. Two of those lots have been removed from the application and the property owner of the other two has signed on to this application. Additionally, the City is requesting that both outlots abutting this rezone area be rezoned to R-2 for conformity’s sake.

First reading of the ordinance for rezoning will be read at next week’s Common Council meeting. Should any minor changes result in the application, Plan Commission will be updated at its February meeting. The ordinance could then be finalized and adopted at the February Common Council meeting.

**Staff Recommended Motion:**

*Plan Commission recommends that Common Council approve Ordinance 2025-01.*

# RZ-2025-01 Rezone Application



1/3/2025, 2:58:08 PM

Roads (County GIS Link)

City Zoning

A Agricultural District

B-3 Community Business District

Proposed for Rezone to R-2

R-1 Residential District 1

R-2 Residential District 2

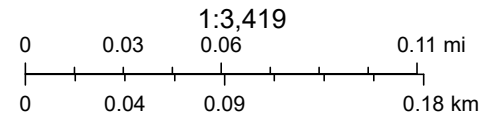
LLR-15 Large Lot Residential District 15

SP Special Purpose District

ROW Right of Way

Address Points (County GIS Link)

Parcels (County GIS Link)



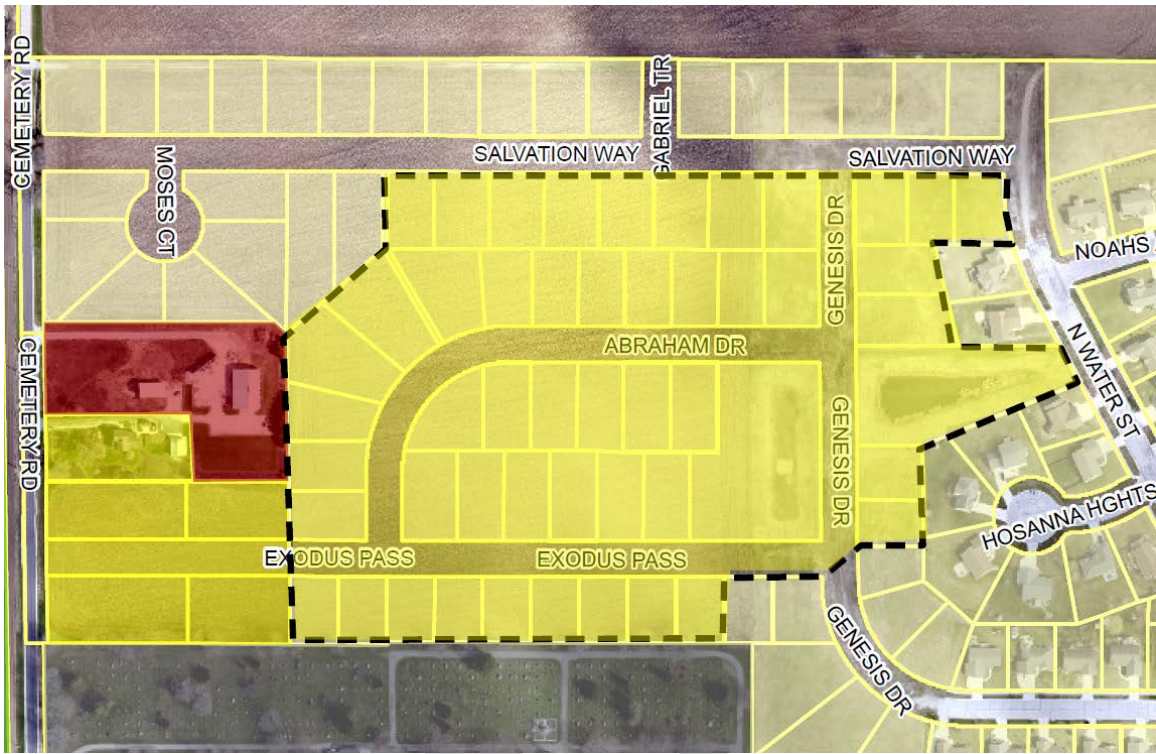
CITY OF EVANSVILLE  
ORDINANCE # 2025-01




**An Ordinance Rezoning Territory from Residential District One (R-1)  
to Residential District One (R-2) in the Capstone Ridge Subdivision**

On Parcels		
6-27-294.1048	6-27-294.1065	6-27-294.1090
6-27-294.1049	6-27-294.1066	6-27-294.1091
6-27-294.1050	6-27-294.1067	6-27-294.1092
6-27-294.1051	6-27-294.1068	6-27-294.1093
6-27-294.1052	6-27-294.1069	6-27-294.1094
6-27-294.1053	6-27-294.1070	6-27-294.1095
6-27-294.1054	6-27-294.1071	6-27-294.1096
6-27-294.1055	6-27-294.1072	6-27-294.1097
6-27-294.1056	6-27-294.1073	6-27-294.1098
6-27-294.1057	6-27-294.1074	6-27-294.1099
6-27-294.1058	6-27-294.1075	6-27-294.1100
6-27-294.1059	6-27-294.1076	6-27-294.1119
6-27-294.1060	6-27-294.1077	6-27-294.1120
6-27-294.1061	6-27-294.1086	6-27-294.1121
6-27-294.1062	6-27-294.1087	6-27-294.1122
6-27-294.1063	6-27-294.1088	6-27-294.1000B
6-27-294.1064	6-27-294.1089	6-27-294.1000A

The Common Council of the City of Evansville, Rock County, Wisconsin, do ordain as follows:

SECTION 1. Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, that the zoning classification of parcels be changed from Residential District One (R-1) to Residential District One (R-2) The area to be rezoned is indicated on the map below:



-  Proposed for Rezone to R-2
-  R-1 Residential District 1
-  R-2 Residential District 2

SECTION 2. Zoning Map Amendment. The official zoning map, City of Evansville, Wisconsin, is hereby amended to show the territory described in Section 1 as Residential District One (R-2)

SECTION 3. Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of the Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Dianne C. Duggan, Mayor

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ATTEST:

Leah L. Hurtley, City Clerk

Introduced: 01/14/2025  
Notices published: 12/23/2024, 12/30/2024  
Public hearing held: 01/07/2025  
Adopted: \_\_\_\_\_  
Published: (within 10 days of adoption)

*Sponsor: This ordinance was initiated by a landowner application for a zoning map amendment.*

Drafted on 1/3/2025 by Colette Spranger, Community Development Director

2025 AMENDMENT TO FINAL LAND DIVIDER'S AGREEMENT FOR CAPSTONE RIDGE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025, between BUSINESS NAME LLC hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, Developer owns approximately \_\_\_ lots in the Capstone Ridge subdivision, City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is presently zoned R-1 Residential District One and R-2 Residential District Two;

WHEREAS, Developer desires to develop the above-described land for residential purposes within the hereinafter called the "Subdivision"

WHEREAS, the previous land divider's agreement for this subdivision expired in 2015;

WHEREAS, the Plan Commission and the City Council have reviewed this final land divider's Agreement for the Subdivision;

WHEREAS, the parties believe it to be in their mutual best interest to enter a written development agreement, hereinafter called the "Agreement," which sets forth the terms of understanding concerning said Subdivision;

WHEREAS, this document supersedes and replaces the "Final Land Divider's Agreement for Capstone Ridge", signed on May 10, 2005, and any of its amendments, the last of which was signed and approved on November 11, 2011;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. Land: General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- A. Park and Recreation Land Dedication.  
The developer's obligation for the dedication of parkland will be based on the city parkland fee per lot in effect at the time of execution of this Agreement, wherein a single family lot owes \$1,280.64 per unit and a duplex or multifamily unit owes \$960.45 per unit.
  - a. Parkland dedication fees for Phase I to be paid upon execution of this Agreement.
  - b. Parkland dedication fees for subsequent phases to be paid upon approval of the construction drawings for Phases II and III, and upon site plan approval for Phase IV.
- B. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey

monuments shall be installed after the Public Improvements described in Article III are completed.

- C. Deed Restrictions. Developer shall execute and record deed restrictions in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots within the Subdivision unless in accordance with municipal subdivision and zoning ordinances; that easements for utilities and recreational trail within the subdivision are permanent; and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which shall be on file in the City Clerk's office. This final land divider's Agreement shall be recorded by the Developer with the Rock County Register of Deeds.
- D. Housing Type and Density.
1. It is the intent of all parties that lots zoned R-2 will be developed for duplex housing.
  2. Developer to submit three separate site designs for duplex housing to be utilized in this development that comply with City zoning bulk regulations, as shown in Appendix D.
- E. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.
- F. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.
- G. Grading, Erosion and Silt Control.
1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
  2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
  3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
  4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Statutes Chapter SPS 321.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.
  5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of



surface water as specified in the grading plan.

- H. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.
- I. Should someone other than the developer referenced in this agreement complete any of the public improvements contemplated herein, the existence of this agreement is not intended to bind the named developer to be financially responsible to any other developer doing such work.

ARTICLE II. Phases and Development.

- A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III as part of Phase I if the Developer notifies the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.
- B. Phases Identified. Phasing for the Subdivision shall be as follows:
  - 1. Phase I shall be comprised of Lots X-XX OR lots along Exodus Pass.
  - 2. Phase II shall be comprised of ...
- C. Timing of Phases. Developer shall begin installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:
  - 1. For Phase I, as soon a Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C.

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewers and lift station, public street; sidewalks, surface water drainage system and retention pond, electrical system. and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk's office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called "Plans and Specification." Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be approved as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.:

D. Water Distribution System.

1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City.
3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.

E. Sanitary Sewers.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the City of Evansville and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
4. City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage including, but not limited to: piping, inlets, junction structures, and storm water appurtenances, throughout the entire Subdivision and to perform the grading plan all in accordance with the approved Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the City of Evansville and approved by the City Engineer.
2. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.
3. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners.

4. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
5. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
6. Contractors who grade individual lots must follow industry standards. Developer shall re-grade areas as directed by the City if subsequent grading is not done to industry standards and interferes with the flow of surface water as specified in the grading plan.
7. .
8. Developer shall guarantee the establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
9. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the final recorded plat, attached to this agreement as Appendix C. After building permits are issued and at foundation and footing inspections, the City Engineer shall be provided verification of the top of foundation and the minimum elevation in the lowest opening in the foundation

G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Plans and Specifications and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.
2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters and shall present them for preliminary acceptance by the City.
4. City shall issue no building permits for lots on a street until the street has been preliminarily accepted by the City.
5. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
6. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended

by the Common Council.

8. Developer shall maintain the streets in the Subdivision until accepted by the City.

H. Sidewalks/Pathways.

1. Developer shall construct, furnish, install and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets and on connecting sidewalk between Salvation Way and Abraham Drive.
2. Sidewalks may be installed on a lot by lot basis at the grade shown on the approved grading and erosion plan. Grading and erosion plans shall show sidewalk elevation.
3. When 80% of the lots on the block face are occupied by completed houses, Developer shall install all sidewalk on a block face where sidewalk is specified within one (1) year.
4. Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
5. Developer to provide City with 15'/20' easement for a walking trail on rear yard of lots on north side of Salvation Way and south side of Exodus Pass.

I. Electrical System.

1. Developer shall pay, in advance, the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.
2. In the event the utility's actual cost to install electrical system is less than the estimate, the utility shall refund the difference to the Developer.
3. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within thirty (30) days of billing.
4. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, and the cost of materials, within thirty (30) days of billing.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant at least one street tree in the

terrace of each lot of a variety and caliper size approved by the City's Municipal Services Director in the fall or spring immediately following completion of the house on each lot and to plant any and all street trees required by this paragraph if any purchasers of lots fail to do so in a timely fashion. The location of said planting shall be approved by the Municipal Services Director to assure that the plantings will not impact underground utilities.

- K. Street Signs. City shall purchase and install all street signs in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, and cost of materials, within thirty (30) days of billing.
- L. Traffic Control Sign
1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision.
  2. Developer shall pay the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided by City employees to install such signs, and cost of materials, within thirty (30) days of billing.
  3. Traffic control sign locations to be indicated on construction plans submitted to the City Engineer.
- M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the acceptance of the Public Improvements for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- N. Additional Improvements. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures, and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than one (1) year after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications or additional improvement shall be deemed necessary to the extent they meet or conform to generally accepted engineering standards or change in any regulation, law, or code.

ARTICLE IV. Obligation to Pay Costs.

- A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City.
- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision

at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.

C. Irrevocable Letters of Credit.

1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-phase.
2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub- phase.
4. The irrevocable letter of credit for each phase or sub-phase shall not expire until 18 months from the date on which Public Improvements as described in Article III are accepted by the City.
5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends under this agreement and for the completion of Public Improvements for the phase or sub-phase until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
7. The lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required. through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

D. City Costs. The City will be responsible for any development fees and costs applicable to City-owned land.

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. "As Built" Plans. Developer agrees to furnish the City with "as built" plans of the entire system of Public Improvements in each phase or sub-phase upon completion and acceptance thereof. All "as built" plans shall be submitted by Developer to the City in both paper and digital forms. All "as built" plans shall include, but not be limited to, the horizontal and vertical locations of curb stops, water valves, water bends, water fittings, hydrants, sewer wyes, sewer laterals, sewer manholes, storm sewer inlets, storm sewer pipe ends, and storm sewer manholes. Locations shall be given in the Rock County coordinates system and dimensioned from permanent structures.
- C. Statement of Costs. Developer shall furnish, within 30 days of City's request, the City with a statement of the total costs of Public Improvements in the Subdivision in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping, and, if requested to do so by the City, to furnish a statement of such information for each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.
- D. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- E. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.
- F. Acceptance. The City or its representatives shall provide the Developer with a letter of acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specifying the reasons for such rejection. As soon as practical after the issuance of such letters of acceptance, the Common Council will adopt resolutions accepting the dedications of Public Improvements in each phase or sub-phase.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this agreement by the Common Council, the City Clerk/Treasurer has signed the final plat and the final plat has been recorded.
- B. No building permits shall be issued until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all site grading for the phase or sub-phase has been completed and accepted by the City.
- F. No building permit shall be issued by the City for any lot until Appendix C has been submitted to the Inspector signed by the purchaser.
- G. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- H. No occupancy permit shall be issued by the City for any lot until the stormwater management practices serving such lot have been completed and accepted by the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
  - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
  - 2. Failure by the Developer to commence and complete the construction of any Public Improvements pursuant to the terms of this Agreement.
  - 3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
  - 4. Failure by the Developer or the City to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award



of monetary damages

- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining term shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.

- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference., Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise *in* the cause of, out of, or as a result of the following acts or omissions of Developer:
1. Negligent performance of this Agreement.
  2. Negligent construction or operation of improvements covered under this Agreement.
  3. Violation of any law or ordinance.
  4. The infringement of any patent trademark, trade name or copyright.
  5. Use of public street improvements prior to their dedication and formal acceptance by the City.
  6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
  7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees an independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
  8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners. guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
- J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.
- K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
- L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:  
NAME  
ADDRESS  
Evansville, WI 53536

To City:

City Administrator  
31 S. Madison St.  
P.O. Box 529  
Evansville, WI 53536

M. Binding Effect. This Agreement shall be permanent and run with the property described in Appendix A. and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. Developer's obligations under this Agreement cannot be assigned without prior consent of City; such consent shall not be unreasonably withheld.

By:

\_\_\_\_\_  
Andrew Phillips

\_\_\_\_\_  
Derek Allen

\_\_\_\_\_  
Seth Schulz

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CITY OF EVANSVILLE

\_\_\_\_\_  
Mayor Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk Date: \_\_\_\_\_

(print name and title)

The obligations of the Developer stated above in this Final Land Divider's Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

\_\_\_\_\_  
Andrew Phillips

\_\_\_\_\_  
Derek Allen

\_\_\_\_\_  
Seth Schulz

APPENDIX A

LEGAL DESCRIPTIONS

DRAFT

APPENDIX B

## Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION \_\_\_\_\_ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in the Stonewood Grove located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans and specifications as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk's office.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, for the Work whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR's employees;
- D. Claims for damages insured by customary personal Jury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- E. Claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

3. Indemnification. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the City and the City Engineer, and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute, resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claims, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any

negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

4. In any and all claims against the City or the City Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of the City Engineer, and its officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the City, its officers, agents, employees and the City Engineer are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

Dated:

\_\_\_\_\_  
(print name of CONTRACTOR), a Wisconsin Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

**APPENDIX C**

The undersigned purchaser of Lot(s) in the Capstone Ridge Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between BUSINESS NAME, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or sub-phase until all final site grading for the phase or sub-phase has been completed and accepted by the City.
- E. No occupancy permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.

The undersigned purchaser acknowledges the City requires the purchaser of each lot to plant at least one street tree in the terrace of a variety and caliper size approved by the City's Director of Municipal Services in the fall or spring immediately following completion of the house. The location of said planting shall be approved by the Director of Municipal Services to assure that the planting will not impact underground utilities.

The undersigned purchaser acknowledges that there will be restrictions on the minimum elevations of the lowest opening of the foundation and waterproofing or pumping may be necessary to protect structures from ground water. Lowest opening and top of foundation will be shown on the final plat.

The undersigned purchaser understands that there are deed restrictions associated with this plat and those restrictions are recorded with the Rock County Register of Deeds.

The undersigned purchaser acknowledges that this "Appendix C" shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

The undersigned purchaser acknowledges that the lots in the Subdivision are subject to zoning that requires each single-family dwelling to contain a minimum total number of square feet on the first floor and above, that the City has no obligation to change the zoning or grant a conditional use permit if such zoning makes it difficult to re-sell any lot in the Subdivision, and that the undersigned purchaser knowingly accepts such risk.

Acknowledged by:

Date:

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DRAFT





**APPLICATION FOR PRELIMINARY/FINAL PLAT - STAFF REPORT**

**Applications:** LD-2024-11

**Applicant:** Grove Partners

Parcel 6-27-970C.2

**January 7, 2024**

Prepared by: Colette Spranger, Community Development Director  
Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263

**Location:** Parcel 6-27-970C.2, north of Porter Road and west of Larson Acres Park.

**Description of request:** An application has been made to divide a 17.92 undeveloped parcel on Evansville's west side into a residential subdivision.

A previous version of this plat was approved by the City in 2021 but never recorded.

**Existing Uses:** Agricultural/vacant

**Existing Zoning:** A Agriculture. A separate zoning application has been made and will be discussed at tonight's meeting.

**Proposed Land Division:** The plat as presented would create 32 buildable lots and 6 outlots. Two outlots are proposed for multifamily development.

In order to satisfy City housing density goals, a total of 63 housing units must be built in the subdivision.

- Lots 1-7, 9-21, and 23 are proposed for single family housing.
  - Total single family housing: 21 units
- Lots 8, 22, and 24-32 are proposed for two-family (duplex) housing
  - Total two-family housing: 22 units (11 lots)
- Outlots 4 and 6 are proposed for multi-family housing. Exact types are not yet known. Proposed zoning for these lots is R-3, meaning that any further development will require site plan review by Plan Commission.
  - In order to achieve the density goal of 63 units, Outlots 4 and 6 must yield 20 units at build out.

This plat includes the extension of streets/rights-of-way to the edge of the property as is required by Chapter 110 of the City's subdivision ordinance. City staff and the developer have discussed the possibility of a temporary road along the western boundary of the plat in the event that development stalls. The fear is the possibility that Winston Way and Morgan Drive could become dead-ended streets if development further west is delayed for longer than is expected. This is point is still being negotiated in the land divider's agreement.

The plat also features outlots on the far western boundary that will serve as connecting sidewalks running north/south. A paved multiuse path is also proposed on part of Outlot 1 and Outlot 5 as is depicted on this plat. Outlots 4 and 6 are intended for multifamily housing.

Outlot 1 is proposed for stormwater drainage. Although this subdivision is adjacent to an existing City-owned stormwater pond, additional stormwater retention areas will be needed as this development was not considered when the existing pond was constructed. The City Engineer has reviewed preliminary plans for this stormwater area and believes it to be sufficient to serve the runoff generated by this development.

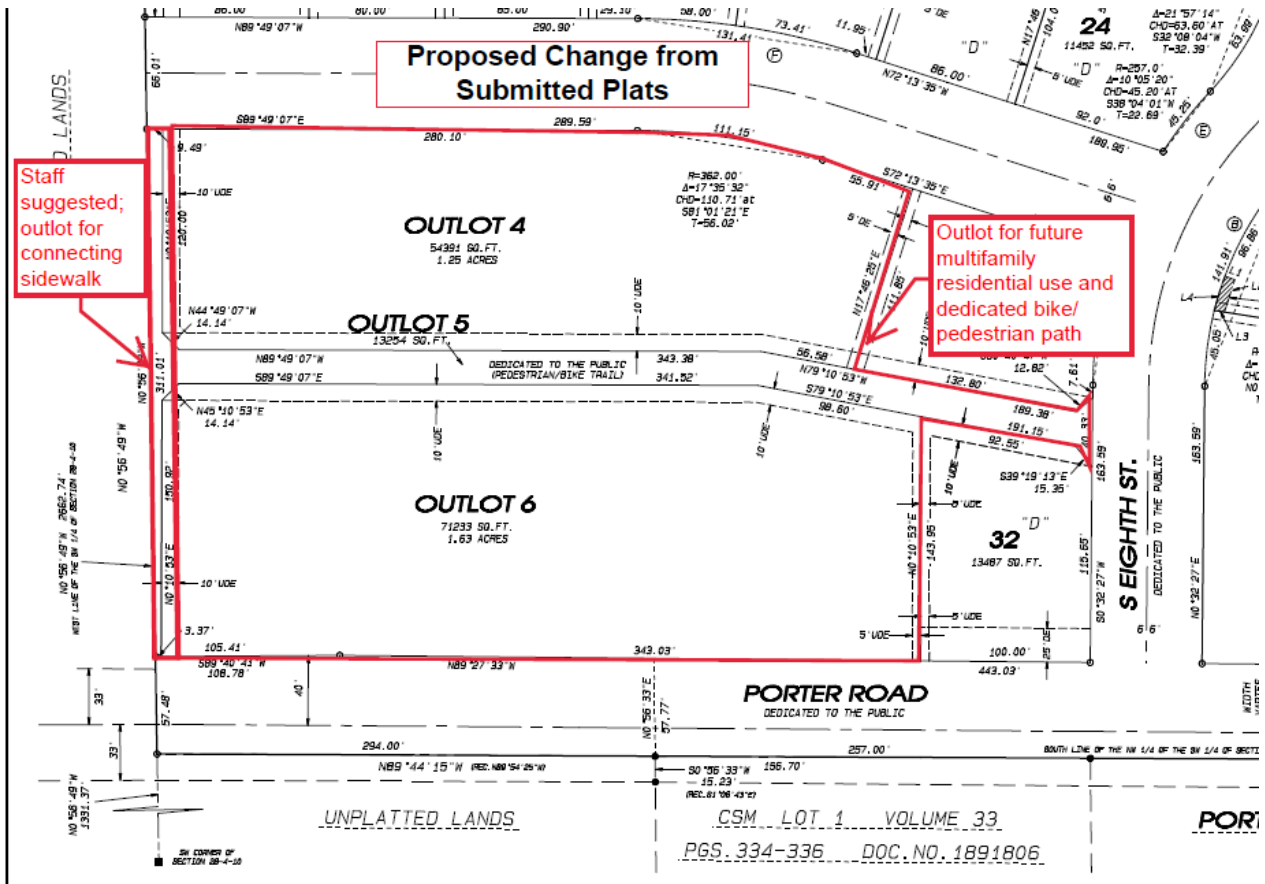
### **Proposed Changes from Submitted Plats**

The developer is requesting that Plan Commission consider approving a large outlot that combines Outlots 4, 5, and 6. (See image below.) The purpose of this combination is to give the developer flexibility in determining location of buildings for a multifamily development and to finalize utility easements when a site plan is more well-thought out. The exact location of the path will then be finalized during site plan review. If Plan Commission wishes to allow this format, staff suggests including the following provisions as part of the final land divider's agreement:

- An outlot at least 10' wide should be preserved for a connecting sidewalk on the western boundary of the plat.
- No further development on the combined Outlot until a complete site plan and land division application is submitted, showing a confirmed location of the trail and an outlot dedicated to the public for said trail
- Construction of the trail on said outlot would be a requirement for occupancy of any building constructed as part of that site plan approval

If Plan Commission agrees to this change, references to the outlots will be update throughout the land divider's agreement. The applicant is aware this will require another land division application and review from Plan Commission.

Other edits that should be made to the plats include dedicating Outlot 3 to the public for sidewalk purposes and expanding the utility and drainage easement by 5' on the back of Lots 1 through 7, adding notation that such an easement may also include a future recreational trail. The City anticipates a future trail straddling the backs of these lots and the stormwater pond to the east.



**Development Agreement**

Plan Commission is also reviewing a development agreement for this project, which will cover responsibilities for public improvements, sidewalks, stormwater management, and other development necessities related to new residential construction. This agreement acknowledges that the developer holds a credit of \$39,100 that can be used towards fees in lieu of parkland dedication

**Review by other City committees**

Review by the Municipal Services Committee was held on October 24<sup>th</sup>, 2024. There were no substantial changes proposed to the plat.

A public hearing was held at the regular Plan Commission meeting on November 5<sup>th</sup>, 2024. There were no comments.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

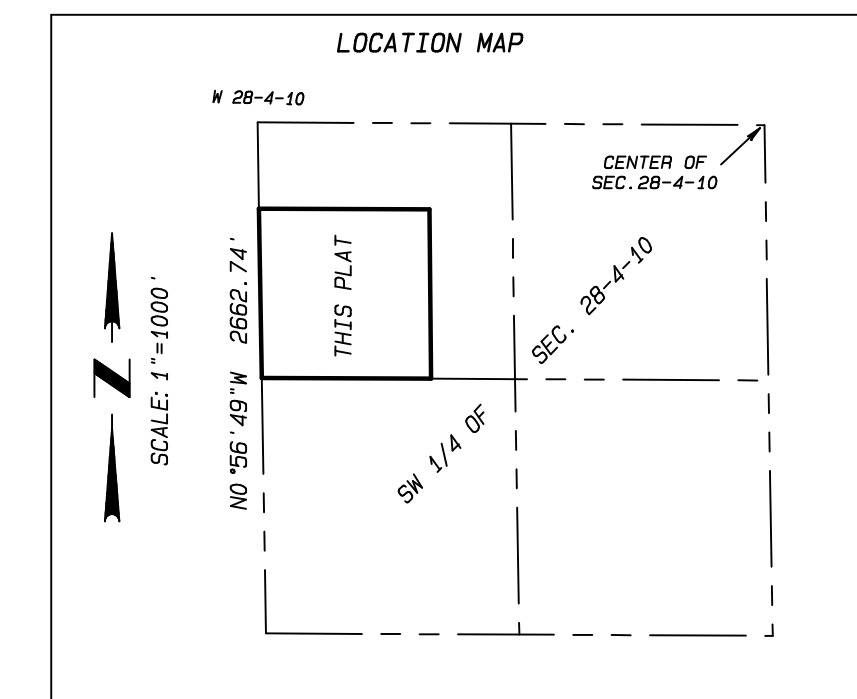
Staff recommends that no action be taken on both plats and development agreement this evening. If proposed changes are agreed upon, final drafts of each document can be submitted and reviewed at the February Plan Commission meeting.

# SETTLER'S GROVE SUBDIVISION

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 28, T. 4N., R. 10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**CURVE DATA CHART**

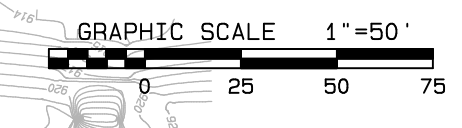
CURVE A R=233.00' Δ=42°55'48" CHD=170.52' AT N21°38'47"E T=41.62'  
 CURVE B R=191.00' Δ=42°34'14" CHD=138.67' AT N21°49'34"E T=74.41'  
 CURVE C R=167.00' Δ=42°55'48" CHD=122.22' AT S21°38'47"W T=65.67'  
 CURVE D R=352.00' Δ=17°35'32" CHD=107.65' AT N81°01'21"W T=54.47'  
 CURVE E TANGENT BEARING = N43°06'41"E  
 CURVE F TANGENT BEARING = N43°06'41"E  
 CURVE G TANGENT BEARING = S43°06'41"W  
 CURVE H TANGENT BEARING = S18°07'45"W  
 CURVE I TANGENT BEARINGS = S43°06'41"W & S33°01'21"W



CSM OUTLOT 1 VOLUME 30 PGS. 262-264 DOC. NO. 1770818

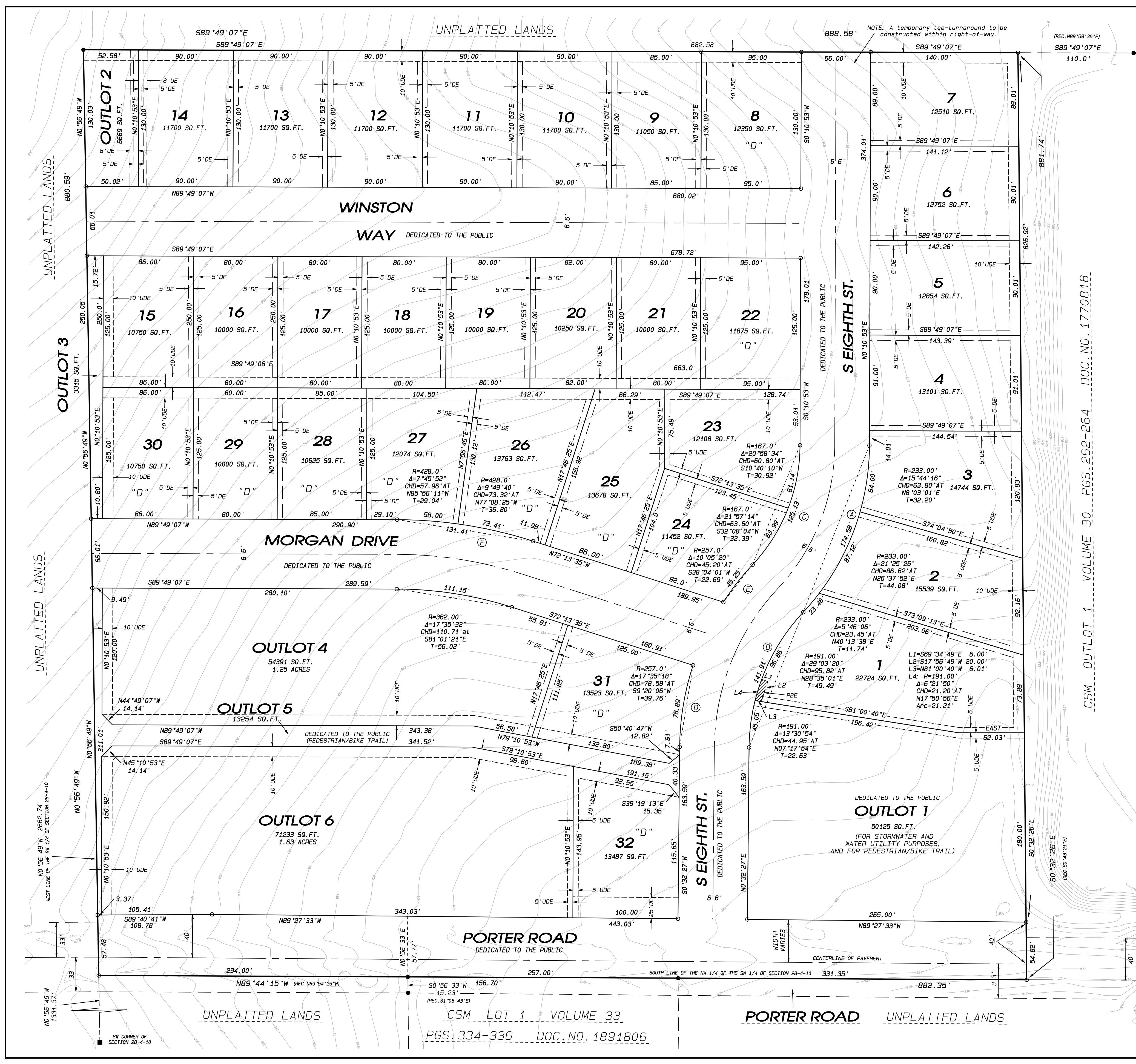
**LEGEND:**

- SET 1-1/4"x18", ROUND IRON ROD, WEIGHING 4.17 LBS./LIN.FT.
- FOUND 3/4" IRON REBAR
- ⊙ FOUND 3" ROUND CAST IRON MONUMENT
- FOUND 6"x6" SQUARE STONE MONUMENT
- ALL OTHER LOT AND OUTLOT CORNERS ARE STAKED WITH 3/4" x 24" ROUND IRON REBAR, WEIGHING 1.5 LBS./LIN.FT.
- UDE UTILITY EASEMENT & DRAINAGE EASEMENT
- DE DRAINAGE EASEMENT
- PBE POSTAL BOX EASEMENT FOR CLUSTER MAIL SERVICE
- "D" DUPLEX LOT



SHEET ONE OF ONE SHEETS

DATE	12/30/24	REVISIONS
BY	AFG	
PROJECT NO.	124-387	
CLIENT	OLSEN	



CSM LOT 1 VOLUME 33  
 PGS. 334-336 DOC. NO. 1891806

PORTER ROAD UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

NO 56°49'W 1331.37'  
 SW CORNER OF SECTION 28-4-10

NOTE: A temporary tee-turnaround to be constructed within right-of-way.

(REC. N89°59'36"E)

(REC. S0°43'21"E)

(REC. S0°43'21"E)

(REC. S0°43'21"E)

(REC. S0°43'21"E)

(REC. S0°43'21"E)

(REC. S0°43'21"E)







**APPLICATION FOR REZONE – STAFF REPORT**

**Application No.:** RZ-2025-02

**Applicant:** Grove Partners

**Parcel:** 6-27-970C.2

**January 7, 2024**

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263

**Location:** West of Larson Acres Park along the north side of Porter Road

**Description of request:** An application to rezone a new subdivision has been submitted. The preliminary and final plats for the subdivision have yet to be approved.

A previous application to rezone this land was submitted and reviewed in 2020 but no action was ever taken to finalize it, as the associated plats were never recorded.

**Existing Zoning:** Agriculture.

Proposed Zoning for each lot is described below. The following page contains a map showing the boundaries of each zoning district with the currently submitted plat.

Lot #	Proposed Zoning
1-2	LL-R Large Lot Residential
3-32 Outlots 1-3	R-2 Residential District Two
Outlots 4-6	R-3 Residential District Three

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed zoning map amendment is thoroughly consistent with the Future Land Use Map of the Comprehensive Plan and Municipal Code. The future land use of this area is listed as “Planned Neighborhood”, with the R-2 and R-3 districts as a recommended implementing district. This will also be the first use of the City’s Large Lot Residential district, which aims to provide some flexibility for lots that cannot otherwise conform to the lot size maximums imposed by the R-2 zoning district. Staff will be using this plat’s zoning as a way to introduce the maximum amount of Large Lot Residential to which a new subdivision can be zoned. The purpose of the City’s lot size maximums is to encourage density.

Staff is recommending that no action be taken this month. Once a preliminary and final plat is recommended for adoption should the Plan Commission recommend the ordinance to rezone it. Staff expects this to occur at the February meeting of the Plan Commission.





FINAL LAND DIVIDER'S AGREEMENT- Settler's Grove

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025, between Grove Partners, LLC, hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, Developer owns approximately 17.92 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is will be zoned R-2 Residential District Two; R-3 Residential District Three, and LL-R Large Lot Residential;

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as the Settler's Grove Subdivision, hereinafter called the "Subdivision"

WHEREAS, on the \_\_th of \_\_\_\_ 2025 the City's Plan Commission recommended to the City's Common Council approval of a preliminary and final plat for the Subdivision subject to certain conditions, and on the Common Council approved a preliminary and final plat for the Subdivision subject to certain conditions;

WHEREAS, the Plan Commission and the City Council have reviewed this final land divider's Agreement for the Subdivision;

WHEREAS, the parties believe it to be in their mutual best interest to enter a written development agreement, hereinafter called the "Agreement," which sets forth the terms of understanding concerning said Subdivision;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. Land; General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- A. Fee-in-lieu of Park and Recreation Land Dedication. The developer's obligation for the dedication of parkland will be based on the city parkland fee per lot in effect at the time of execution of this Agreement, wherein a single family lot owes \$1,280.64 per unit and a duplex or multifamily unit owes \$960.45 per unit.
  - 1. Per the Mutual Release and Settlement Agreement between City and developer, dated February 29, 2024, the developer holds a credit of \$39,100 that may be used to offset fees for park and recreation lands obligations for this plat.
  - 2. Payments may be taken from the credit described in above paragraph 1. Upon use, the City shall issue the developer a credit memo detailing the amount of credit remaining.
  - 3. Parkland dedication fees for Phase I to be paid upon execution of this Agreement.

4. Parkland dedication fees for subsequent phases to be paid upon approval of the construction drawings for Phases II and III, and upon site plan approval for Phase IV.
- B. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- C. Deed Restrictions. Developer shall execute and record deed restrictions in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots within the Subdivision unless in accordance with municipal subdivision and zoning ordinances; that there shall be no residential development on **Outlots 2, 4, and 6** without the consent of the City; that **Outlots 3 and 5** shall be dedicated to the public for pedestrian right-of-way at a future date; that easements for utilities and recreational trail within the subdivision are permanent; and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which is on file in the City Clerk's office. This final land divider's Agreement shall be recorded by the Developer with the Rock County Register of Deeds.
- D. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.
- E. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.
- F. Grading, Erosion and Silt Control.
1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
  2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
  3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
  4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Statutes Chapter SPS 321.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.
- G. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.
- H. Should someone other than the developer referenced in this agreement complete any of the public improvements contemplated herein, the existence of this agreement is not intended to bind the named developer to be financially responsible to any other developer doing such work.

ARTICLE II. Phases, Housing Density and Development.

- A. Housing Density at Subdivision Build Out. Developer acknowledges new development must meet the minimum standard for housing as prescribed in the Housing Element of the City's Smart Growth Comprehensive Plan (adopted September 2022). Gross density of new development (entirety of subdivision acreage) must approach 3.66 units per acre.
- B. Phases Identified. Phasing for the Subdivision shall be as follows:
1. Phase One shall be comprised of Lots 1 through 8, 22 through 24, and 31 through 32. It is the intent of all parties that Phase One to be a mixture of single family residences and duplexes yielding 18 units.
  2. Phase Two shall be comprised of Lots 9 through 21. It is the intent of all parties that Phase Two will be single family residences yielding 13 units.
  3. Phase Three shall be comprised of Lots 25 through 30. It is the intent of all parties that Phase Three to be a mixture of single family residences and duplexes yielding 12 units.
  4. Phase Four shall be comprised of Outlots 4 and 6. Developer acknowledges that in order to meet the minimum standard for housing density outlined in Section A of Article II, Phase 4 must yield at least 20 dwelling units at build out.
- C. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III by the Phase as described in Section B of Article II. The Developer is to notify the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.
- D. Timing of Phases. Developer shall begin installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:
1. For Phase One, as soon a Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C, and construction drawings for the entire plat or first phase have been submitted and approved.
  2. For the second phase, after all plans for the remainder of the plat have been

approved and the latter of completion of either the first phase, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase I of the Subdivision, and as-built drawings have been submitted as referenced in Article V, Section A and B.

3. For subsequent phases, after the latter completion of the first lift of asphalt as referenced in Article III, Section G, for all public streets within Phase II of the Subdivision, and as built drawings have been submitted as referenced in Article V, Section A and B.

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewers and lift station, public street; sidewalks, surface water drainage system and retention pond, electrical system. and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk's office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called "Plans and Specification." Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be approved as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.:
- D. Water Distribution System.
  1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
  2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City.
  3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.
- E. Sanitary Sewers.
  1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the City of

Evansville and as approved by the City Engineer.

2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
4. City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage including, but not limited to: piping, inlets, junction structures, and storm water appurtenances, throughout the entire Subdivision and to perform the grading plan all in accordance with the approved Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the City of Evansville and approved by the City Engineer.
2. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.
3. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners.
4. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
5. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
6. Contractors who grade individual lots must follow industry standards. Developer shall re-grade areas as directed by the City if subsequent grading is not done to industry standards and interferes with the flow of surface water as specified in the grading plan.
7. Developer shall guarantee the establishment of vegetative cover planted within storm water infiltration areas for a period of three (3) years from the date of the City's acceptance.
8. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the final recorded plat, attached to this agreement as Appendix C. After building permits are issued and at foundation and footing inspections, the City Engineer shall be provided verification of the top of

foundation and the minimum elevation in the lowest opening in the foundation.

G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Plans and Specifications and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.
2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters and shall present them for preliminary acceptance by the City.
4. City shall issue no building permits for lots on a street until the street has been preliminarily accepted by the City.
5. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
6. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall maintain the streets in the Subdivision until accepted by the City.

H. Sidewalks/Pathways.

1. Developer shall construct, furnish, install and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets and on lots abutting outlots for connecting sidewalks.
2. Sidewalks may be installed on a lot by lot basis at the grade shown on the approved grading and erosion plan. Grading and erosion plans shall show sidewalk elevation.
3. When 80% of the lots on the block face are occupied by completed houses, Developer shall install all sidewalk on a block face where sidewalk is specified within one (1) year.
4. Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
5. Construction of recreational/bike path on Outlot 1 to occur upon completion of 80% of the stormwater pond.
6. Construction of recreational/bike path on Outlot 5 to occur upon completion of 80% of the stormwater pond.

7.

I. Electrical System.

1. Developer shall pay, in advance, the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.
2. In the event the utility's actual cost to install electrical system is less than the estimate, the utility shall refund the difference to the Developer.
3. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within thirty (30) days of billing.
4. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, and the cost of materials, within thirty (30) days of billing.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall cause to plant at least one street tree in the terrace of each lot of a variety and caliper size approved by the City's Municipal Services Director in the fall or spring immediately following completion of the house on each lot and to plant any and all street trees required by this paragraph if any purchasers of lots fail to do so in a timely fashion. The location of said planting shall be approved by the Municipal Services Director to assure that the plantings will not impact underground utilities.

K. Street Signs. City shall purchase and install all street signs in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, and cost of materials, within thirty (30) days of billing.

L. Traffic Control Sign

1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision.
2. Developer shall pay the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided by City employees to install such signs, and cost of materials, within thirty (30) days of billing.

3. Traffic control sign locations to be indicated on construction plans submitted to the City Engineer.
- M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the acceptance of the Public Improvements for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- N. Additional Improvements. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures, and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than one (1) year after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications or additional improvement shall be deemed necessary to the extent they meet or conform to generally accepted engineering standards or change in any regulation, law, or code.

ARTICLE IV. Obligation to Pay Costs.

- A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City.
- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.
- C. Irrevocable Letters of Credit.
1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-phase.
  2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
  3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the



scope of the Public Improvements for the phase or sub- phase.

4. The irrevocable letter of credit for each phase or sub-phase shall not expire until 18 months from the date on which Public Improvements as described in Article III are accepted by the City.
5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends under this agreement and for the completion of Public Improvements for the phase or sub-phase until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
7. The lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required. through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

D. City Costs. The City will be responsible for any development fees and costs applicable to City-owned land.

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. "As Built" Plans. Developer agrees to furnish the City with "as built" plans of the entire system of Public Improvements in each phase or sub-phase upon completion and acceptance thereof. All "as built" plans shall be submitted by Developer to the City in both paper and digital forms. All "as built" plans shall include, but not be limited to, the horizontal and vertical locations of curb stops, water valves, water bends, water fittings, hydrants, sewer wyes, sewer laterals, sewer manholes, storm sewer inlets, storm sewer pipe ends, and storm sewer manholes. Locations shall be given in the Rock County coordinates system and dimensioned from permanent structures.
- C. Statement of Costs. Developer shall furnish, within 30 days of City's request, the City with a statement of the total costs of Public Improvements in the Subdivision in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6)

landscaping, and, if requested to do so by the City, to furnish a statement of such information for each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.

- D. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- E. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.
- F. Acceptance. The City or its representatives shall provide the Developer with a letter of acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specifying the reasons for such rejection. As soon as practical after the issuance of such letters of acceptance, the Common Council will adopt resolutions accepting the dedications of Public Improvements in each phase or sub-phase.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this agreement by the Common Council, the City Clerk/Treasurer has signed the final plat and the final plat has been recorded.
- B. No building permits shall be issued until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all site

grading for the phase or sub-phase has been completed and accepted by the City.

- F. No building permit shall be issued by the City for any lot until Appendix C has been submitted to the Inspector signed by the purchaser.
- G. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- H. No occupancy permit shall be issued by the City for any lot until the stormwater management practices serving such lot have been completed and accepted by the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
  - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
  - 2. Failure by the Developer to commence and complete the construction of any Public Improvements pursuant to the terms of this Agreement.
  - 3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
  - 4. Failure by the Developer or the City to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages
- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining term shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference., Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise *in* the cause of, out of, or as a result of the following acts or omissions of Developer:
  - 1. Negligent performance of this Agreement.
  - 2. Negligent construction or operation of improvements covered under this Agreement.
  - 3. Violation of any law or ordinance.
  - 4. The infringement of any patent trademark, trade name or copyright.
  - 5. Use of public street improvements prior to their dedication and formal acceptance by the City.
  - 6. In any case where judgment is recovered against the City for any one or more of the

- foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees and independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
  8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
  - J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.
  - K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
  - L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:  
  
To Developer:  
Grove Partners, LLC Attn: Roger Berg  
129 North Madison St.  
Evansville, WI 53536  
  
To City:  
City Administrator  
31 S. Madison St.  
P.O. Box 529  
Evansville, WI 53536
  - M. Binding Effect. This Agreement shall be permanent and run with the property described in Appendix A. and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. Developer's obligations under this Agreement cannot be assigned without prior consent of City; such consent shall not be unreasonably withheld.

Grove Partners LLC

By: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

City of Evansville  
By: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

The obligations of the Developer stated above in this Final Land Divider's Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
(print name)

\_\_\_\_\_(SEAL)

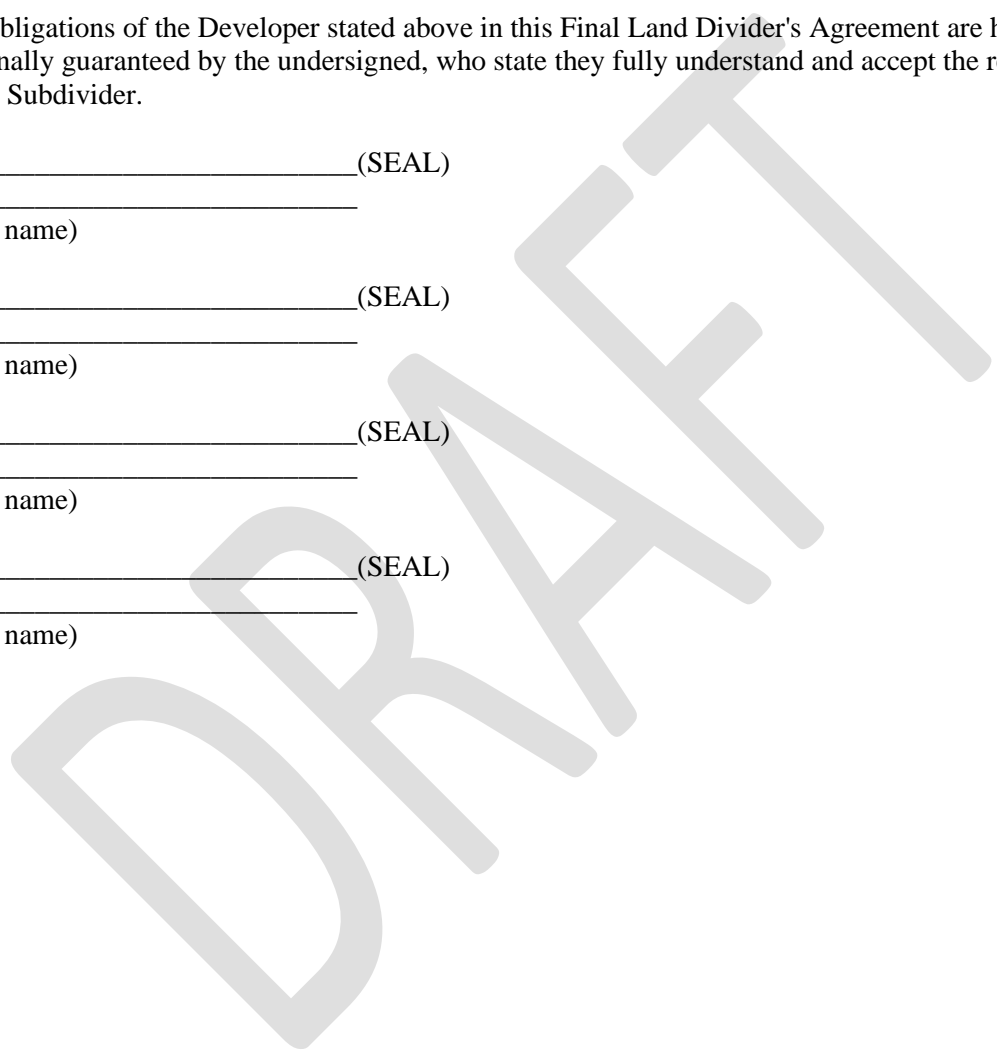
\_\_\_\_\_  
(print name)

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
(print name)

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
(print name)



APPENDIX A

OUTLOT 3, WINDMILL RIDGE AND BEING LOCATED IN THE SE ¼ OF THE N2 ¼ OF SECTION 28, T. 4N. R. 10E. OF THE 4<sup>TH</sup> P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

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APPENDIX B

## Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION \_\_\_\_\_ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in the Stonewood Grove located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans and specifications as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk's office.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, for the Work whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR's employees;
- D. Claims for damages insured by customary personal Jury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- E. Claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

3. Indemnification. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the City and the City Engineer, and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute, resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claims, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any



negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

4. In any and all claims against the City or the City Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of the City Engineer, and its officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the City, its officers, agents, employees and the City Engineer are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

Dated:

\_\_\_\_\_  
(print name of CONTRACTOR), a Wisconsin Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

**APPENDIX C**

The undersigned purchaser of Lot(s) in the Windmill Ridge First Addition Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between Grove Partners LLC, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or. sub- phase until all final site grading for the phase or sub-phase has been completed and accepted by the City.
- E. No occupancy permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.

The undersigned purchaser acknowledges the City requires the purchaser of each lot to plant at least one street tree in the terrace of a variety and caliper size approved by the City's Director of Municipal Services in the fall or spring immediately following completion of the house. The location of said planting shall be approved by the Director of Municipal Services to assure that the planting will not impact underground utilities.

The undersigned purchaser acknowledges that there will be restrictions on the minimum elevations of the lowest opening of the foundation and waterproofing or pumping may be necessary to protect structures from ground water. Lowest opening and top of foundation will be shown on the final plat.

The undersigned purchaser understands that there are deed restrictions associated with this plat and those restrictions are recorded with the Rock County Register of Deeds.

The undersigned purchaser acknowledges that this "Appendix C" shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

The undersigned purchaser acknowledges that the lots in the Subdivision are subject to zoning that requires each single-family dwelling to contain a minimum total number of square feet on the first floor and above, that the City has no obligation to change the zoning or grant a conditional use permit if such zoning makes it difficult to re-sell any lot in the Subdivision, and that the undersigned purchaser knowingly accepts such risk.

Acknowledged by:

Date:

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