

## **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, May 6<sup>th</sup>, 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 April 1<sup>st</sup>, 2025 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed.
7. Action Items
  - A. Land Divider's Agreement for Capstone Ridge
    1. Review and Discussion with Applicants
    2. Closed session: Motion that Plan Commission convene in closed session pursuant to Sec. 19.85(1)(e) of the Wis. Stats Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Upon completion, Plan Commission will reconvene in open session.
    3. Possible Action on Land Divider's Agreement for Capstone Ridge
8. Discussion
  - A. Possible House-related Ad Hoc Committee
9. Community Development Report
10. Upcoming Meeting: June 3<sup>rd</sup>, 2025 at 6:00pm
11. Adjourn

*-Mayor Dianne Duggan, Plan Commission Chair*



**City of Evansville Plan Commission  
Regular Meeting  
Tuesday, April 1<sup>st</sup>, 2025, 6:00 p.m.**

**MINUTES**

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

**2. Roll Call:**

<b>Members</b>	<b>Present/Ab sent</b>	<b>Others Present</b>
Mayor Dianne Duggan	P	Colette Spranger (Community Dev. Director)
Aldersperson Gene Lewis	P	Joe Geoffrion
Aldersperson Abbey Barnes	P	Roger Berg
Bill Lathrop	P	
John Gishnock	P	
Mike Scarmon	P	
Eric Klar	P	

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

**4. Motion to waive the reading of the minutes from the May 28<sup>th</sup>, 2024 special meeting and March 4<sup>th</sup>, 2025 meeting approve them as printed by Lewis, seconded by Klar. 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 Action for Land Division Application LD-2025-03 for a preliminary and final subdivision plat for Windmill Ridge, 2<sup>nd</sup> Addition**

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

Spranger gave an overview of the application and the project.

**2. Public Hearing**

Opened at 6:08pm, no comments received, closed at 6:09pm.

**3. Plan Commissioner Questions and Comments**

Lathrop expressed that he would like to see 10 units on this land. Barnes concurred with Lathrop and advised she preferred that lots 44 and 45 be duplexes if possible. Berg advised that the northernmost one would fit a duplex but the next one wouldn't.

**Motion to approve the Preliminary and Final Plat Application for the Windmill Ridge 2<sup>nd</sup> Addition subdivision, finding that it is in the public interest and substantially complies with Chapter 110 of the Municipal Code, subject to the following conditions:**

**1.) Land Divider's Agreement completed and executed by both City and Developer.**

**2.) Applicant submits Irrevocable Letter of Credit for City Engineer approval.**

**3.) City Engineer approves submitted construction drawings for public infrastructure**

improvements.

- 4.) Applicant submits rezoning application requesting R-2 zoning for all lots in the Windmill Ridge 2<sup>nd</sup> Addition subdivision prior to receiving City signatures on the final plat document.

*Motion by Klar, seconded by Barnes, motion carried unanimously.*

**B. Review and Act on Land Divider's Agreement for Windmill Ridge 2<sup>nd</sup> Addition**

Motion to recommend that Common Council approve Land Divider's Agreement for Windmill Ridge 2<sup>nd</sup> Addition

*Motion by Duggan, second by Barnes. motion carried unanimously.*

**8. Community Development Report**

Spranger discussed having more detailed reports of her activities in the future. Spranger noted that the comprehensive plan did a study of density in the whole city but didn't state if it was net or gross so she wants to look at that again.

**9. Next Meeting Date:**

Tuesday, May 6<sup>th</sup>, 2025 at 6:00 p.m.

**10. Adjourn. 6:24pm**



## LAND DIVIDER'S AGREEMENT – STAFF REPORT

**Applicant:** S&P Land Holdings

**Parcels:** see attached map

**May 6, 2025**

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

The Capstone Ridge subdivision was platted in 2005. Home construction began in earnest shortly after but stalled after the 2007/2008 housing crisis and economic recession. Land divider's agreements were approved in 2005, 2006, and again in 2011 in an effort between the City and Developer to revive the plat. The land has exchanged hands multiple times since. General speaking, land divider's agreements follow the land, and any new owner of the lots would need to follow the rules set in place at the time. The agreement presented tonight would overwrite the prior agreement.

A major reason for the hiatus in development, apart from economic factors beyond landowner control, is the cost of stormwater improvements necessary to convey water out of the glacial kettle that forms naturally on the landscape. This natural bowl in the land means that water will accumulate quickly in this area during a severe rain event, and without an outlet would overflow onto Water Street and potentially flood existing homes in the area. Furthermore, the stormwater plan that was compliant in 2005 is now subject to stricter requirements from the State of Wisconsin and Evansville's own stormwater utility. As a result, the costs to develop this land have increased. A stormwater pond that can withstand a 100 year rainfall with at least a 12" pipe providing an outlet is now required to enable further development on this land.

At the same time, the City has its own standards of subdivision development, which ensures consistent infrastructure in all new developments within the City. One such standard is looping water mains, which provides water multiple routes to this area. This provides three crucial needs to the water system: the area is less susceptible to losing water service when a water main breaks; water availability and pressure is improved for fire fighting, and a loop decreases the likelihood of water stagnation. The current agreement calls for a water loop to be made from Exodus Pass to the existing water main that is near the entrance of Maple Grove Cemetery on Cemetery Road. Another loop would need to be completed with the final phase of the plat, which would extend the main from Salvation Way to the main at Exodus Pass. (See attached map exhibit.) In 2005, this was a cost of ~\$50,000. Current estimates put it near a quarter of a million dollars.

Another requirement in the subdivision code includes sidewalk on both sides of the street and bike/pedestrian trails off-road, off-sidewalk bicycle/pedestrian paths if such a path is shown in the comprehensive plan. Generally speaking, this area calls for a north-south and an east-west bicycle/pedestrian path connection. In 2005, the east-west connection was to be made in the front yards of some of the lots. Staff recommend against this practice, as it increases the probability of pedestrian/car conflict when the path intersects with driveways. Staff is recommending that a path instead go where an existing drive is on the northern border of the property. Neighbors report that this path is heavily used already. A north-south connection here is trickier, and the current suggested route does take it across some driveways to connect to roads in Maple Grove Cemetery, which may also be used for recreation.

Capstone Ridge has served a reminder to City staff and elected officials the importance of the planning process, such as the limitations of the City's efficient delivery of public utilities against natural features like topography and soil composition. The lessons learned from Capstone have colored nearly every development agreement made since, as the unbuilt lots represent years of lost opportunity for new residents. At build out, this land divider's agreement would enable the development of 37 single family homes and 98 two-family homes. This is a real opportunity for adding variety to the City's housing stock. At the same time, Plan Commission is reminded that the purpose of the land divider's agreement is to ensure the City and its residents receives the infrastructure it needs to function. This can be a tricky line to toe in the face of significant infrastructure costs.

**Staff will discuss possible actions with Plan Commission during closed session.**

2025 FINAL LAND DIVIDER'S AGREEMENT FOR CAPSTONE RIDGE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025, between S&P Land Holdings 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 2011;

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.
- 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 shall 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.

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 of construction 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 Outlots 3 and 4, Lots 13-17, 69-70, 98-100, and 119-122, plus public improvements necessary to service the lots listed in paragraph C of this Article-
  2. Phase II shall be comprised of Lots 47-58 and 92-97.
  3. Phase III shall be comprised of Lots 59-68 and 86-91.
  4. Phase IV shall be comprised of Lots 1-12, and 71-85.
- C. Lots owned by others. Undeveloped adjacent parcels not owned by the Developer are dependent on public improvements, including stormwater improvements, that are outlined in this Agreement. The letter of credit for Phase I shall include funds to cover that portion of public infrastructure needed to develop the lots listed below. The City acknowledges the Developer has entered a separate agreement with the owner of those lots, and that the Developer bears the responsibility of public improvements serving those lots. These lots are numbered as follows:
- |                                    |                                  |
|------------------------------------|----------------------------------|
| • <u>Lot 18 (6-27-294.1018)</u>    | • <u>Lot 46 (6-27-294.1046)</u>  |
| • <u>Lot 19 (6-27-294.1019)</u>    | • <u>Lot 116 (6-27-294.1116)</u> |
| 4. • <u>Lot 43 (6-27-294.1043)</u> | • <u>Lot 117 (6-27-294.1117)</u> |
| • <u>Lot 44 (6-27-294.1044)</u>    | • <u>Lot 118 (6-27-294.1118)</u> |
| • <u>Lot 45 (6-27-294.1045)</u>    |                                  |
- ~~C.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 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.

~~1-2.~~

### 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. To construct, install, furnish, and provide water main along the east side of Cemetery Road to connect the water main at the west end of Salvation Way to the 10-inch water main at the south end of Cemetery Road as part of Phase II as identified in Article II of this Agreement. In exchange for this investment by Developer, the City has not and will not ask Developer to pay any part of the cost of the future reconstruction of Cemetery Road.
- ~~2.4.~~ 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.
5. The City shall issue no building permits for any lots in Phase II identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Exodus Pass (or as renamed) to its current extent near the entrance of Maple Grove Cemetery has been completed and accepted by the City.
6. The water main loop described above shall be completed by December 31, 2030. The Developer can request from the City up to four separate six month extensions to the December 31, 2031 water main construction deadline. The City, in its sole and absolute discretion, can either grant or deny said extension requests. Under no circumstances will the deadline be any later than December 31, 2032.
7. The City shall issue no building permits for any lots in the Phase IV identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Salvation Way to its current extent has been completed and accepted by the City.

~~3.~~

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.

~~4.5.~~ In order to be served by public sanitary sewer, Lots 1, 2, 3, 4, 80, 81, 82, 83, 84, and 85 may be required to have privately maintained grinder pumps installed, depending on the lowest floor elevation of the dwelling unit built on the lot. The Developer shall document this requirement in a deed restriction, and record the deed restriction with the Rock County Register of Deeds.

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. The City shall issue no building permit for any of the lots in Phase I and II until the entirety of the stormwater pond on Outlot 3, with a minimum 12-inch overflow pipe under Exodus Pass (or as renamed) to Cemetery Road, as shown in Plans and Specifications has been completed and accepted by the City. The maximum size of the pipe to be determined by modeling to not inundate kettle area nor overwhelm existing ditching/culverts on Cemetery Road.

3. Said stormwater pond shall have a drawdown device to leave ponds with 5-7 feet of pooled water prior to sediment removal.

4. In the event of a 100-year storm, Developer shall guarantee the pond level will maintain a minimum 2 foot freeboard at the lowest building opening on existing and proposed homes.

1.

2.

- 3.5. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.

- 4.6. 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.

- 5.7. 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.

~~6-8.~~ 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.

~~7-9.~~ 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.

~~8-10.~~ 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.

~~9-11.~~ 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. plans and specifications which are kept on file at City Hall.~~ 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. Park and Recreation Land Dedication.

The developer's obligation for the dedication of park land 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 (as of May 31, 2025).

1. Parkland dedication fees for Phases I and II to be paid upon execution of this Agreement.
2. Parkland dedication fees for subsequent phases to be paid upon approval of the construction drawings for each phase and subject to fees established at that time, unless subsequent phases are developed prior to January 1, 2030.
3. The Developer is not responsible for fee-in-lieu of park and recreation lands for the lots listed in paragraph C of Article II.

#### H.I.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 (or as renamed).
2. Sidewalks may be installed on a lot by lot basis at the grade shown on the approved ~~grading and erosion plan~~ construction drawings. ~~Grading and erosion plans~~ Construction drawings 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 shall provide City with a permanent 15' easement for a walking trail on north side of Lots 1-18, and a
- 5-6. Developer shall establish a 10' easement, which may overlap with existing utility easements, between Lots 6 and 7 and Lots 55 and 54, to connect to roads within Maple Grove Cemetery.
- 6-7. Developer shall construct, furnish, install, and provide eight-foot wide asphalt bicycle and pedestrian paths on said easements provided above on Lots 1 through 18, between Lots 6 and 7, between Lots 54 and 55, within the right-of-way in place of sidewalk from lots 57 through 61, and the north side of Outlot 4.
- 7-8. Developer shall complete the bicycle and pedestrian paths by phase and to present them for acceptance by the City, provided, however, that all such paths must be completed and presented for acceptance by the City no later than the end of the calendar year in which Developer begins constructing improvements for Phase IV identified in Section III of this Agreement, and that the City shall issue no building permit for lots in the Subdivision after said deadline until all such paths have been accepted by the City.
9. The trails described in this Section I described above shall be completed by December 31, 2030. The Developer can request from the City up to four separate six month extensions to the December 31, 2030 trail construction deadline. The

City, in its sole and absolute discretion, can either grant or deny said extension requests. Under no circumstances will the deadline be any later than December 31, 2032.

8-10.

I.J. Electrical System.

1. Developer shall notify the Evansville municipal utility 90 (ninety) days in advance for an estimate to install the electric system in the Subdivision. The 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 transformer-s 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.

I.K. 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 at least two street trees or one tree every 40 to 60 feet, whichever is greater, in accordance with City code, in the terrace of each lot. Trees shall be of a variety and caliper size approved by the City's ~~Municipal Services Director in the fall or spring immediately following completion~~ before an occupancy permit is issued for ~~of~~ the house on each lot. Developer shall ~~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~~ City to assure that the plantings will not impact underground utilities.

K.L. 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.M. Traffic Control Sign

1. ~~Developer-City~~ shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near 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
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.N. 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. When the Developer has completed all public infrastructure requirements, the City Engineer shall perform a walk through of the site with the Developer and assess public infrastructure for completeness. 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.O. 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 ~~and/or~~ to pay the City's or municipal utility's costs of constructing ~~and~~ furnishing ~~and~~ installing ~~and~~ providing such public improvements under this Agreement. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to ~~be able to perform~~ fulfill any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.

C. Irrevocable Letters of Credit or Bond.

1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter or bond 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 or bond that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit or bond based on the scope of the Public Improvements for the phase or sub- phase.
4. The irrevocable letter of credit or bond 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 or bond, 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 or bond 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 ~~or bond~~ 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 or bond 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-A. "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-B. 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-C. City Responsibility. The City ~~shall is under no obligation to~~ 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-D. 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-E. 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-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.F.~~ 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.
- G. 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.
- H. No occupancy permit shall be issued by the City until required street trees and sidewalks are installed or costs of such installations have been escrowed with 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.~~
- C. 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 nonexclusive list of 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.J. 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.K. 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.L. 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 written consent of City; such consent shall not be unreasonably withheld.

DRAFT

By:

\_\_\_\_\_

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.

\_\_\_\_\_  
(SEAL)  
Andrew Phillips

\_\_\_\_\_  
(SEAL)  
Seth Schulz

State of Wisconsin  
County of Rock

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

APPENDIX A

LEGAL DESCRIPTION AND PHASING MAPS

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 S&P Land Holdings LLC ~~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

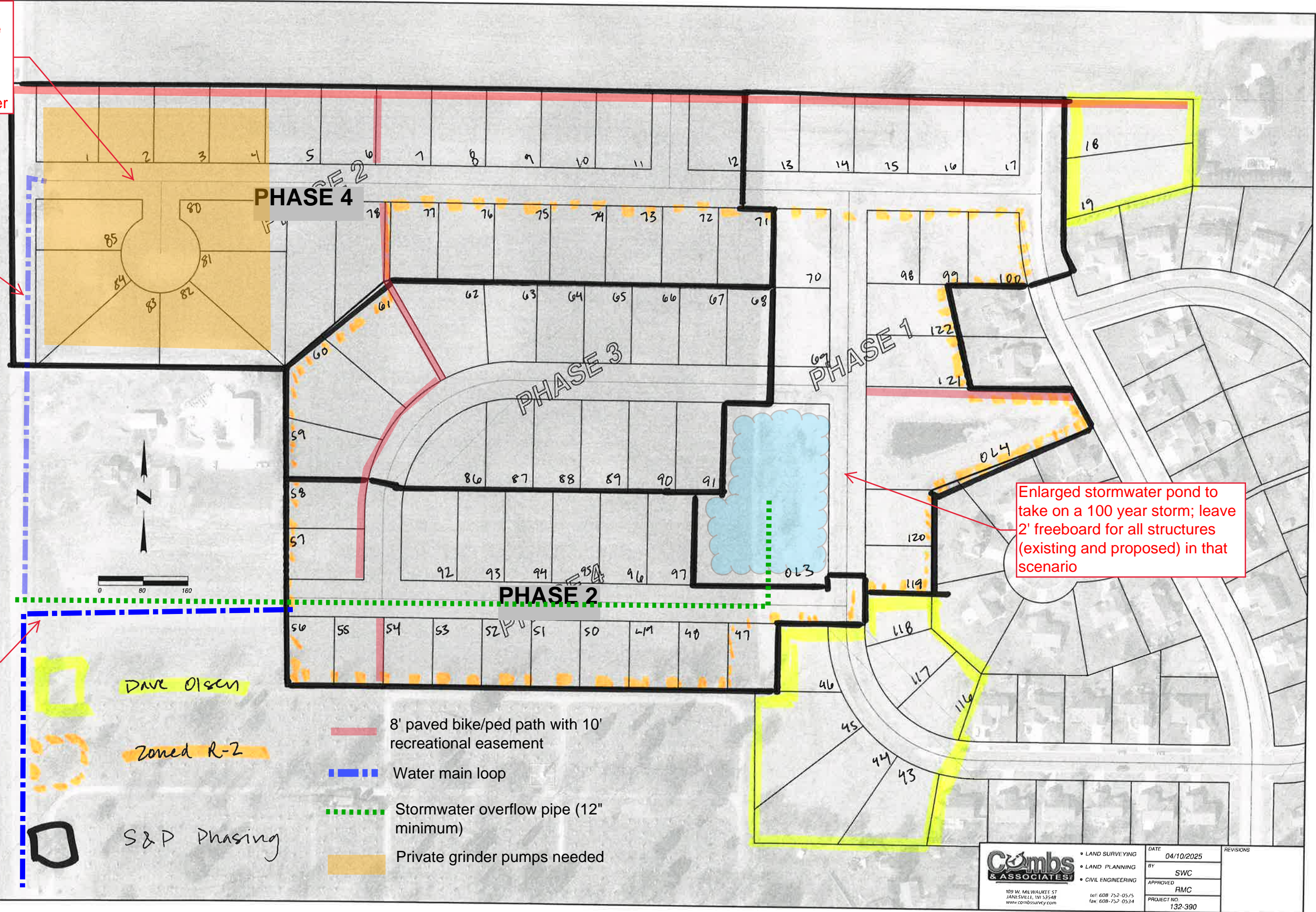


These lots will likely need private grinder pumps in order to be serviced by the City sanitary sewer

Water Main extension to current location; To be completed before phase 4 is allowed building permits

Water main to be looped to current location; To be completed before phase 2 is allowed building permits or by 2030 at latest

Enlarged stormwater pond to take on a 100 year storm; leave 2' freeboard for all structures (existing and proposed) in that scenario



PHASING MAP