

**Resolution #54-18**

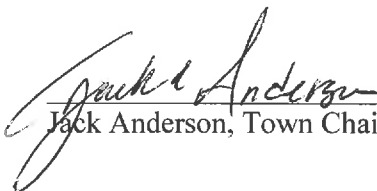
**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENVILLE  
APPROVING A DEVELOPERS AGREEMENT FOR FOX HIGHLANDS PHASE 2A**

**WHEREAS**, the Town of Greenville Town Board and School Road at 76, LLC has agreed to enter into a development agreement for Fox Highlands Phase 2A, attached as Exhibit A, in accordance with Town ordinances;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Greenville hereby approves the attached developer's agreement for Fox Highlands Phase 2A as shown as Exhibit 1.

This resolution was adopted by the Town of Greenville Town Board on the 22<sup>nd</sup> day of October, 2018:

TOWN BOARD OF THE  
TOWN OF GREENVILLE, WISCONSIN

By:   
Jack Anderson, Town Chair

ATTEST:  
  
Wendy Helgeson, Clerk

Motion to Approve Resolution No. #54-18 made by: Strobel / Anderson

**Votes:**

Title	Name	Aye	Nay	Other
Supervisor	Culbertson	✓		
Supervisor	Peters	✓		
Supervisor	Strobel	✓		
Supervisor	Woods			Excused
Chairperson	Anderson	✓		

Posted: 10/25/18

**DEVELOPMENT AGREEMENT  
FOX HIGHLANDS PHASE 2A**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made between the Town of Greenville, Outagamie County, Wisconsin, a body politic and municipal corporation (the "Town"), and School Road at 76, LLC, a Wisconsin limited liability company (the "Subdivider"), as of this \_\_\_ day of \_\_\_\_\_, 2018.

**WHEREAS**, the Subdivider has proposed to develop property (Fox Highlands) lying within the Town of Greenville, Outagamie County, Wisconsin, described in Exhibit A, attached (the "Development"); and

**WHEREAS**, the Subdivider has prepared and submitted for approval by the Town a Final Subdivision Plat consisting of lots 1 through 79 (each, a "Lot") and Outlots 1 through 5, which requires public improvements pursuant to the Town of Greenville Subdivision Ordinance; and

**WHEREAS**, the Town of Greenville Subdivision Ordinance requires that all such public improvements be constructed by the Subdivider, at the Subdivider's expense, prior to Final Plat approval or, in the alternative, that as a condition of Final Plat approval, the Subdivider enter into an agreement with the Town to construct and pay the full cost of such public improvements, to complete the improvements within a reasonable time, and to provide the Town with a financial guarantee to ensure such public improvements are timely completed; and

**WHEREAS**, the Subdivider has provided estimated costs of the required public improvements and has agreed to the method of financial security to ensure timely completion as identified in Exhibit B;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Installation of Public Improvements. The Subdivider shall construct all public improvements required by the Town and Sanitary District including those described on Exhibit B attached hereto (the "Improvements") according to Town and Sanitary District specifications and plans, subject to review and inspection by the Town and Sanitary District. The final plans and specifications, signed by the Subdivider's engineer, shall be submitted to the Town Public Works

Recording Area  
Return Address:  
Town of Greenville  
W6860 Parkview Drive  
P.O. Box 60  
Greenville, WI 54942

PIN:  
See attached Exhibit A.

Director for review and recommendation for approval to the Town Board prior to any land disturbance or commencement of work. The Subdivider shall be solely responsible for the full costs of all required public improvements including any costs exceeding estimates.

2. Phasing. Construction of the Improvements shall be completed on a phase-by-phase basis (each such phase, a “Phase”) according to the schedule set forth in Exhibit C (the “Phasing Schedule”), which is attached hereto and incorporated by reference herein.

3. Schedule. The Subdivider agrees that no work within each Phase shall be scheduled for construction of the Improvements without the Town Public Works Director’s approval of the starting date(s) and construction schedule. The construction of the Improvements within each Phase shall be completed on or before the completion date(s) set forth in the schedule, unless otherwise extended in writing by the Town.

4. Commencement. A starting date for work within each Phase will not be approved until: (i) a written statement of “no objection” with respect to the final plans and specifications for the Improvements has been issued by the Town Public Works Director, and (ii) the Letter of Credit required by this Agreement has been furnished to the Town.

5. Completion. All work within each Phase specified herein shall be completed within twelve (12) months after the date of commencement, and time is of the essence as to completion. The deadline for completion may be extended as to the laying of the final layer of asphalt paving on streets in accordance with Town policy, in accordance with the schedule approved by the Town Public Works Director. Upon recommendation by the by the Town Public Works Director that the Improvements for each Phase have been completed in accordance with the terms of this Agreement and all ordinances and specifications of the Town, the Town Board shall promptly accept dedication of such Improvements by Resolution; upon approval of the Resolution building permits may be issued.

6. Defects: The Owner/Subdivider shall guarantee all public improvements against defects due to faulty materials or workmanship which appear within a period of 14 months after substantial completion and acceptance by the Town. The Owner/Subdivider shall pay the full cost of necessary replacement or repair of defects and provide the Town with financial security to ensure timely replacement or repair in an amount of 10 percent of the estimated total costs of all completed improvements.

7. Letter of Credit. To ensure that all Improvements within each Phase will be timely constructed to Town and Sanitary District specifications and as a condition of approval of the Final Subdivision Plat, the Subdivider agrees to provide a financial guarantee in the form of an irrevocable letter of credit or escrow account for the benefit of the Town and in the name of the Town in an amount equal to 110 percent of the estimated total cost to complete the Improvements, as indicated on Exhibit B, within the applicable Phase to be constructed in the amount of \$224,608.86. The letter of credit/escrow account shall be irrevocable and require only that the Town or Sanitary District present the letter of credit or escrow agreement with a sight draft and written notice signed by the Town Chairman/District President and attested to by the Clerk of the Town/Sanitary District to draw funds. The issuer of the letter of credit or holder of the escrow account shall be acceptable to the Town/District. The Subdivider shall not allow the letter of credit to expire prior to completion of all required Improvements within the applicable Phase.

8. Restrictions on Transfer of Lots Outside Current Phase. Title to each Lot within the Subdivision may not be transferred to any third party until the Improvements serving the Phase in which the Lot is located have been completed by the Subdivider and accepted by the Town in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Subdivider shall be permitted to convey title to all remaining Lots owned by the Subdivider to a successor developer provided that any such successor developer agrees, in writing, to be bound by the terms of this Agreement pursuant to a written assignment, as required by Section 14 below, subject to the Town's written consent.

9. Fees. The Subdivider acknowledges that several fees will be due at the time of building permit application for the residence to be constructed on each Lot per the current fee schedule at the time of building permit application, including: (i) a public water connection fee (ii) a sanitary sewer connection fee (iii) a street tree planting fee; and (iv) a parkland improvement fee.

10. Maintenance during Construction of Improvements.

a. The Subdivider shall furnish, install and maintain during construction and until the Improvements are accepted by the Town, all barricades and signs as are prudent and necessary for public safety, particularly where new rights-of-way extend or intersect existing streets and all street ends. The Town Public Works Director may also require Subdivider to furnish, install and maintain additional barricades and signs. Subdivider shall maintain "road closed" barrier(s) in place to prevent non-emergency access until such time as the binder layer of asphalt is installed on all of the streets in the phase under construction.

b. The Subdivider shall furnish, install prior to grading, utility installation or any other land disturbance activity, and maintain during construction and until the Improvements are accepted by the Town such stormwater runoff and erosion control measures as are required by and included in the approved plans for erosion control and stormwater runoff. The Subdivider shall obtain separate approvals for each construction phase, as required. The Town Engineer may also require Subdivider to furnish, install and maintain additional erosion control and stormwater runoff measures, as the Town Public Works Director deems appropriate. The Subdivider shall adhere to the requirements for erosion control and stormwater runoff, and expressly grant the right-of-entry on the Development to the Town Public Works Director, or designee, to observe the erosion control and stormwater runoff.

c. The Subdivider shall accept full liability for premature failure (displacement or breakup of the binder coat) before final paving and repair any problems in a timely manner. The Public Works Director shall inform the Subdivider when repair is necessary and provide a timetable for the work. If the work is not timely completed, or an agreed upon time, the Town may have the road repaired and bill the Subdivider.

d. The Subdivider agrees to restore, mulch, and seed all areas disturbed by utility installation to the Town's satisfaction. Unsatisfactory or untimely restoration work will result in building permits being withheld.

12. Compliance with Applicable Law. The Subdivider agrees to (i) abide by the Town of Greenville Subdivision ordinances, which may include requirements not enumerated in this agreement; (ii) to meet all conditions established by the Planning Commission and Town Board in the approval process; and (iii) comply with all State of Wisconsin, Outagamie County and Town of Greenville laws, rules and requirements.

13. No Waiver. Nothing in this Agreement shall be deemed a waiver or limitation on any authority conferred by law on the Town of Greenville or any limitation, defense or immunity available to the Town of Greenville. **The Subdivider acknowledges Town and Sanitary District authority to specially assess the cost of any required public improvement that is not completed by the Subdivider.**

14. Successors and Assigns. This Agreement shall bind the Subdivider, its successors and permitted assigns, and shall constitute a covenant running with the property. Notwithstanding the foregoing, the Subdivider's obligations under this Agreement shall not be assigned without the written consent of the Town. Any unapproved assignment is void. This agreement shall constitute restrictions for public benefit pursuant to Section 236.293 Wis. Stats.

15. Consent. Whenever this agreement requires that consent or approval be given by either party to this Agreement or their agents, such consent or approval may not be unreasonably withheld, conditioned or delayed.

16. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Town and the Subdivider.

17. Entire Agreement. This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Subdivider and the Town.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF GREENVILLE

**ACKNOWLEDGMENT**

By: \_\_\_\_\_  
Jack Anderson, Town Chair

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

ATTEST:

By: \_\_\_\_\_  
Wendy Helgeson, Town Clerk

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named Jack Anderson and Wendy Helgeson, acknowledged to be the Town Chair and Town Clerk, respectively, of the Town of Greenville, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

SUBDIVIDER:  
SCHOOL ROAD AT 76, LLC

**ACKNOWLEDGMENT**

By: \_\_\_\_\_  
David M. Jenkins, Manager

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named David M. Jenkins, acknowledged to be the Manger of School Road at 76, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

This document drafted by:  
Town of Greenville

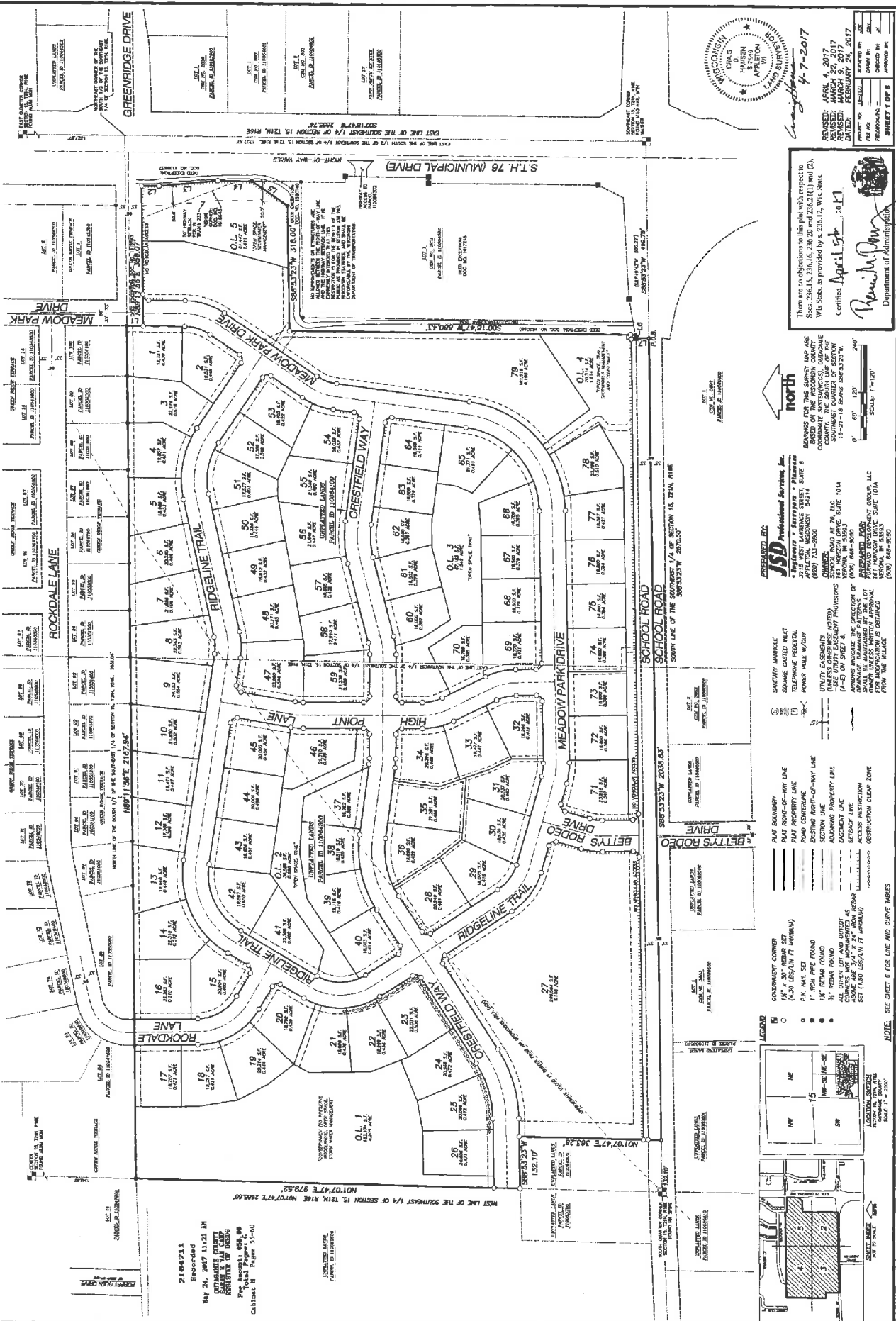
**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1-79, Outlots 1-5 and all right-of-way within the Fox Highlands Subdivision Plat – see attached map.

# FOX HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 21 NORTH, RANGE 16 EAST, TOWN OF GREENVILLE, OUTAGAMIE COUNTY, WISCONSIN



2104711  
Recorded  
May 24, 2017 11:21 AM  
OUTAGAMIE COUNTY  
REGISTERED PLANNING  
Fees Assessed: \$28.00  
Total Payment: \$0.00  
Callahan T. Pagan 319-400

There are no objections to this plan with respect to:  
S36.03, S36.06, S36.09 and S36.10 and (2),  
W.S. Stats. as provided by 4.23(1), W.S. Stats.  
Certified April 14, 2017  
Department of Administration

APRIL 4, 2017  
REVIEWED: MARCH 3, 2017  
DATE: FEBRUARY 24, 2017  
PROJECT NO. JZ-2122  
DRAWN BY: JZC  
CHECKED BY: JZC  
APPROVED BY: JZC  
SHEET 1 OF 8

PREPARED BY:  
**JSD** Professional Services, Inc.  
Professionals in Engineering & Planning  
2212 WEST LAUREL STREET, SUITE 9  
MILWAUKEE, WISCONSIN 53224  
(414) 733-5900  
(414) 733-5900

OWNER: FOX HIGHLANDS DEVELOPMENT GROUP, LLC  
161 WOODLAND DRIVE, SUITE 1014  
VERONA, WI 53593  
(608) 848-8500

DESIGNED BY:  
PREPARED FOR:  
FOR THE TOWN OF GREENVILLE  
100 W. WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53233

DATE: APRIL 14, 2017

SCALE: 1" = 100'

LEGEND:  
LOT BOUNDARY  
PLAT BOUNDARY  
PLAT RIGHT-OF-WAY LINE  
PLAT PROPERTY LINE  
ROAD CENTERLINE  
EXISTING RIGHT-OF-WAY LINE  
SEWON LINE  
STREET LINE  
STREET LINE  
STREET LINE  
ACCESS RESTRICTION  
OBSTRUCTION CLEAR ZONE

LEGEND:  
LOT BOUNDARY  
PLAT BOUNDARY  
PLAT RIGHT-OF-WAY LINE  
PLAT PROPERTY LINE  
ROAD CENTERLINE  
EXISTING RIGHT-OF-WAY LINE  
SEWON LINE  
STREET LINE  
STREET LINE  
STREET LINE  
ACCESS RESTRICTION  
OBSTRUCTION CLEAR ZONE

COMPARTMENT CORNER  
1/4" x 30" REBAR SET  
(AS 1/4" DIA. x 30" MINIMUM)

P.K. MARK SET  
1" x 1" IRON PIPE FOUND  
1" x 1" IRON PIPE FOUND  
ALL OTHER LOT AND OUTLOT  
CORNERS NOT MONUMENTED AS  
SET (1.50' DIA. x 1/4" MINIMUM)

LEGEND:  
LOT BOUNDARY  
PLAT BOUNDARY  
PLAT RIGHT-OF-WAY LINE  
PLAT PROPERTY LINE  
ROAD CENTERLINE  
EXISTING RIGHT-OF-WAY LINE  
SEWON LINE  
STREET LINE  
STREET LINE  
STREET LINE  
ACCESS RESTRICTION  
OBSTRUCTION CLEAR ZONE

NOTE: SEE SHEET E FOR LOT AND CURVE TABLES

LEGEND:  
LOT BOUNDARY  
PLAT BOUNDARY  
PLAT RIGHT-OF-WAY LINE  
PLAT PROPERTY LINE  
ROAD CENTERLINE  
EXISTING RIGHT-OF-WAY LINE  
SEWON LINE  
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LEGEND:  
LOT BOUNDARY  
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EXISTING RIGHT-OF-WAY LINE  
SEWON LINE  
STREET LINE  
STREET LINE  
STREET LINE  
ACCESS RESTRICTION  
OBSTRUCTION CLEAR ZONE



**EXHIBIT B**

**DESCRIPTION OF THE IMPROVEMENTS**

**Forward Development Group  
Fox Highlands, Phase 2A  
Project Summary of Quantities**

9 Silt Fence	\$ 3,500.00
18 Seeding	-
18.1 Seeding, Mixture #10	7,920.00
18.2 Seeding, Mixture #40	504.00
	<hr/>
Subtotal	\$ 11,924.00
22.1 Sanitary Sewer, PVC, 8 Inch, Compacted Backfill	\$ 17,056.00
22.3 Sanitary Sewer, PVC, 4 Inch, Compacted Backfill	9,282.50
23	
23.1 Sanitary Sewer WYE, PVC, 8"x14"	1,375.00
24 Sanitary Sewer Manhole, 4' Diameter	11,600.00
27 Sanitary Sewer Riser	-
28 Tracer Wire	812.80
29 Televiser Sanitary Sewer	1,443.20
	<hr/>
Subtotal - Sanitary	\$ 41,569.50
30.2 Watermain, C900 PVC, 8 Inch, Compacted Backfill	\$ 22,387.50
31 Valve	-
31.2 Valve, Gate, 8 Inch	3,825.00
32 Water Service, Polyethylene, 1 1/4 Inch	7,500.00
33 Corporation Stop, 1 1/4 Inch	1,980.00
34 Curb Stop and Box, 1 1/4 Inch	2,585.00
35 Hydrant	-
35.1 Hydrant Assembly	5,195.00
35.2 Remove and Relocate Hydrant Assembly	2,600.00
36 Insulation, Polystyrene Board, 2 Inch	30.00
38 Tracer Wire	312.50
	<hr/>
Subtotal - Watermain	\$ 46,415.00
39.05 Storm Sewer, HDPE, 12 Inch	\$ 2,683.75
39.06 Storm Sewer, HDPE, 15 Inch	10,092.60
39.07 Storm Sewer, HDPE, 18 Inch	3,318.90
39.08 Storm Sewer, HDPE, 24 Inch	5,133.70
39.22 Storm Sewer, Schedule, 40 PVC	8,228.85
40.1 12"x4" Prefabricated HDPE TEE	170.00
40.2 15"x4" Prefabricated HDPE TEE	850.00
40.3 18"x4" Prefabricated HDPE TEE	360.00
40.4 24"x4" Prefabricated HDPE TEE	540.00
41 Storm Inlet	-

Exhibit B

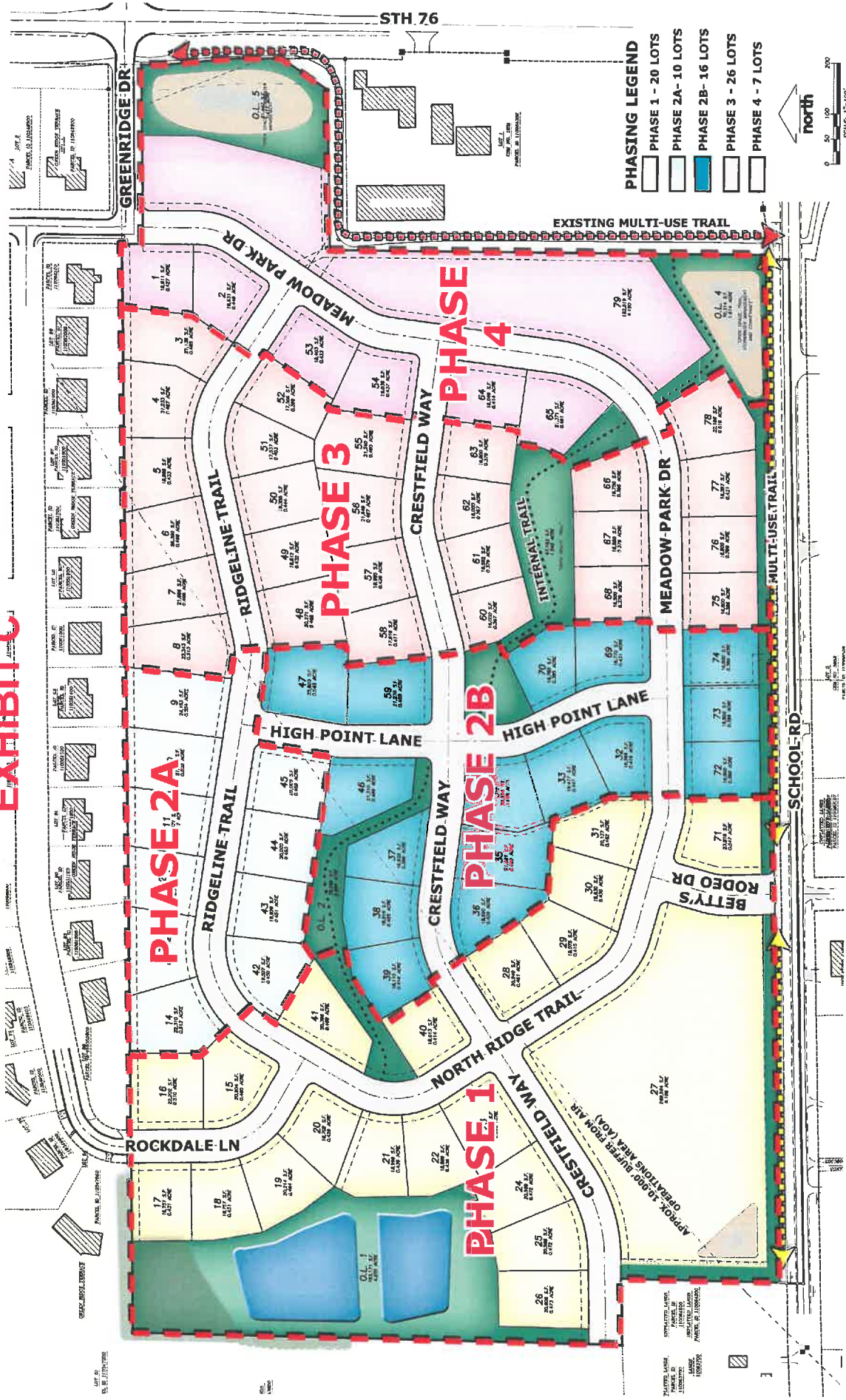
41.2 Storm Inlet, 24"x36"	5,100.00	
42 Manhole, Storm	-	
42.2 Manhole, Storm, 4' Diameter	<u>8,900.00</u>	
Subtotal - Storm		\$ 45,377.80
44 Aggregate Base Dense	\$ 9,009.00	
44.1 Aggregate Base Dense 3/4 Inch	10,452.75	
44.2 Aggregate Base Dense 2 1/2 Inch	-	
45 HMA Pavement, Type 4 MT 58.28 S, Binder Course	-	
46 HMA Pavement, Surface Course	-	
46.1 HMA Pavement, Type 5 MT 58..28 S, Surface Course	-	
48 Concrete Curb & Gutter	-	
48.1 Concrete Curb & Gutter, 30 Inch, Mountable Ogee Curb	<u>20,879.10</u>	
Subtotal - Pavement		\$ <u>40,340.85</u>
Total Public Improvements		\$ 185,627.15
10% Fee		<u>18,562.72</u>
TOTAL Letter of Credit		<u><u>\$ 204,189.87</u></u>

Exhibit 1

**EXHIBIT C**

**PHASING SCHEDULE**

# EXHIBIT C



**PHASING LEGEND**

[Yellow Box]	PHASE 1 - 20 LOTS
[Pink Box]	PHASE 2A - 10 LOTS
[Blue Box]	PHASE 2B - 16 LOTS
[Light Blue Box]	PHASE 3 - 26 LOTS
[Light Pink Box]	PHASE 4 - 7 LOTS



**JSD** Professional Services, Inc.  
 • Engineers • Surveyors • Planners

CONCEPT PHASING PLAN

**FOX HIGHLANDS**  
 Location: Town of Greenville, Wisconsin Date: 09.19.2018