

DOCUMENT NUMBER

SILVERNAIL TOWNHOUSE UNITS  
PLANNED UNIT DEVELOPMENT  
AGREEMENT  
DOCUMENT TITLE

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# RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT

## SILVERNAIL TOWNHOUSE UNITS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between, Joseph Grasc Development LLC., having a principal place of business at W284 N3234 Lakeside Road, Pewaukee, Wisconsin, 53072, hereinafter referred to as the Developer, and the CITY OF WAUKESHA, a municipal corporation, located in the County of Waukesha, State of Wisconsin, hereinafter referred to as the City.

NAME AND RETURN ADDRESS:

City of Waukesha  
Dept. of Community Development  
201 Delafield Street Room 200  
Waukesha, WI 53188

TAX PARCEL NUMBER: WAKC 0977-966-001

### Recitals

Developer has submitted development plans for the development of the parcel of land described on Exhibit "A" attached hereto, which is Parcel ID Number: WAKC 0977-996-001, being part of the NE¼ of Section 29, T7N, R19E in the City of Waukesha. This parcel is referred to herein as the Development. The development plans submitted by the Developer are referred to herein as the Plans.

Developer has requested Residential Planned Unit Development zoning, and the City has approved the Plans and rezoned the Development RM-2 (PUD), Multi-Family Residential Planned Unit Development, in order to permit its development pursuant to the Plans on the basis of social, recreational, economic, and other benefits for the Developer and for the public welfare.

Rezoning the Development to an RM-2 (PUD) requires an Agreement setting forth the covenants of the City and Developer including incorporating all improvements, requirements and conditions of the RM-2 (PUD) District.

The parties hereto agree that all provisions of the RM-2 Zoning, as defined in Section 22.29 of the Waukesha Municipal Code, and Planned Unit Development (PUD) zoning as set forth in Section 22.52 of the Waukesha Municipal Code, and all other ordinances, rules, regulations, covenants and restrictions properly enacted by the City now in force and effect or hereafter to be enacted shall apply in all respects to the premises above described, excepting as modified by this Agreement.

Now, therefore, in consideration of the covenants set forth herein, the Developer and City covenant and agree to the following:

1. The Developer shall furnish to the City a current title policy or title report describing the Development, to be furnished by a reputable title company licensed to do business in the State of Wisconsin.
2. The Development shall consist of approximately 0.79 acres and includes one 8-unit building.
3. The Developer has furnished to the City a complete, accurate and sufficiently-detailed set of drawings, plans and specifications, said drawings showing a complete plan of the Development including the

floor plan of the building and architectural elevations, locations of roads, drives, buildings and parking lots, as well as locations of lighting, screening landscaping, open areas, and contemplated depths of sanitary sewers, and drawings of location of electrical, gas and telephone facilities. The Development shall be in substantial compliance with those drawings and specifications and any substantial deviation therefrom must accordingly be approved in writing by the proper City officials.

4. The Development shall have a required minimum yard setback along the west and south lot lines of 30 feet, with extensive landscaping along said lot lines as indicated on the approved plans.
5. The Developer, at the Developer's expense, and as determined by the Waukesha Water Utility, shall install water main extensions and service laterals to serve the Development in accordance with Waukesha Water Utility rules and regulations. The Developer shall comply with any Development Agreement entered into with the Waukesha Water Utility. The Developer shall furnish to the Waukesha Water Utility for approval, a complete set of plans and specifications and provide any additional information as required by the Utility relative to the construction and grades of streets, easements, and grades and location of sewer facilities, telephone, electric and gas installations. The Developer shall pay for all water services furnished to buildings, subject to present and future water rates. The builder or owner of each unit is required to submit a water meter service application. Waukesha Water Utility will install the meter after the application has been approved. Only water utility staff will operate water main valves or curb stops.
6. In accordance with all applicable statutes, ordinances, administrative regulations, and the terms of this Agreement, the City shall have the right to inspect and approve all construction not heretofore specifically referred to, including all sewer facilities; water facilities; gas, telephone and electrical facilities; sidewalks, private drives; lighting facilities, and screening and parking lot pavement locations and installations. Subject to all applicable statutes, ordinances and administrative regulations, the City shall have the right to go on any part of the Development at reasonable times, for the purpose of making inspections of the above-described facilities, provided however that City officials shall not interfere with the use and enjoyment of the premises by the owners thereof.
7. The Developer shall prepare, grant, execute and deliver to the City, in recordable form, easements over and above all of the sewer, electric, gas, and telephone facilities and water utility facilities for the purpose of inspecting, maintaining, and servicing any of the previously described facilities. The easements shall be of sufficient dimensions as approved by authorized City officials. The easements shall prohibit the construction of any building or improvement of any nature or fences upon any of the areas described in the easements and shall prohibit trees or shrubs more than four (4) feet in height. The Developer shall, upon notice from the City, remove or have removed any and all buildings, improvements, fences, trees, or shrubbery from any of the areas described in the easements, that are prohibited as herein provided.
8. The Developer shall construct and maintain private lighting facilities and provide landscaping as indicated on the approved plans and specifications. The City's Planning Staff shall inspect the Development upon completion and may require additional landscaping where necessary to contribute to safety or to improve the appearance of plain, unsightly views of structures. Completion of the general site landscaping shall be completed at the time of occupancy. The Developer shall tender a performance bond or a cash deposit of 120% of the amount of the contract cost of landscaping and a \$15,000.00 bond or cash deposit to assure proper transformer placement before the City will issue a building permit. If the general site landscaping is not completed at the time of occupancy of a particular building, or the transformer is not placed according to the plan, the City may, at its election, use the proceeds of the performance bond or cash deposit to complete landscaping or to relocate the transformer.
9. Should any trees identified to remain be damaged or removed during grading and construction work, the Developer shall be responsible for replacing them with a similar native species approved by City staff.

10. All trash, refuse, debris and recyclables are to be kept within the enclosed garage areas of each unit until collection. All maintenance and collection expenses are to be the Developer's responsibility.
11. The Developer shall be responsible for the snow removal on all sidewalks and private drives.
12. Title to the entire premises shall remain in single ownership except as hereinafter provided. It is agreed that the Developer shall not be permitted to separately sell off or sub-divide the Development to separate owners unless first receiving permission from the Common Council. If the project is to be sold as condominium units, a condominium homeowners association shall first be established and said association shall then have control over the common areas. The sale of the Project as condominium units after the establishment of the appropriate condominium homeowners association shall not require the Common Council's prior consent.
13. The parties acknowledge and agree that applicable City ordinances require the payment of impact fees to pay for public facilities such as parks, playgrounds, sanitary sewers, storm sewers and associated facilities. The Developer shall, at the time that building permits are issued for the Development, pay all applicable impact fees.
14. Developer agrees that construction of any buildings and improvements shall conform with applicable City ordinances and state codes.
15. The Developer agrees to pay for any new street signage required.
16. The covenants set forth herein will continue in force and effect and shall be deemed to be covenants running with the land and inure to the benefit of the City and be binding upon the Developer and all owners, Lessees, operators and occupants of the Development including any condominium owners association, as well as their respective successors and assigns. In the event of a violation, the City may enforce the same as permitted under City Zoning Codes as the same now exist or as they may hereinafter be amended or adopted.
17. Invalidation of any one of the foregoing restrictions and covenants by judgment or court order shall in no way affect any of the other restrictions and covenants, each of which shall be construed and deemed severable and all of which not so invalidated shall remain in full force and effect.
18. To the extent that either party to this Agreement is granted discretion in the performance of that party's duties or obligations under this Agreement, such discretionary acts shall be undertaken in a reasonable manner, taking into account the entire Agreement and the Parties' intent.
19. The City will record this document with the Register of Deeds following its execution by the City and the Developer. The cost of recording the document will be paid by the Developer.

**IN WITNESS WHEREOF**, the parties hereto have attached their signatures and seals at the date above written.

Joseph Grasc Development LLC.

\_\_\_\_\_  
Joseph Grasc

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged the same.

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

City of Waukesha, a Municipal Corporation,

\_\_\_\_\_  
Shawn Reilly, Mayor

\_\_\_\_\_  
Gina Kozlik, City Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Shawn Reilly, Mayor, and Gina Kozlik, City Clerk, of the City of Waukesha, as the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, County of Waukesha  
My Commission: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

DRAFT