

DOCUMENT NUMBER

ASPEN OVERLOOK
PLANNED UNIT DEVELOPMENT
AGREEMENT
DOCUMENT TITLE

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**RESIDENTIAL PLANNED UNIT
DEVELOPMENT AGREEMENT
ASPEN OVERLOOK**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between Cornerstone Development, LLC, having a principal place of business at 4080 N. Port Washington Road., Milwaukee, WI 53212, 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: WAKC1350265

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 WAKC1350265, being part of the Northwest ¼, Northeast ¼, Southwest ¼, and Southeast ¼ of the Northwest ¼ of Section 14, Town 6 North, Range 19 East, in the City of Waukesha. The 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-1 (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-1 (PUD) requires an Agreement setting forth the covenants of the City and Developer including all improvements, requirements, and conditions of the RM-1 PUD District. The parties hereto agree that all provisions of the RM-1 Zoning district, as defined in Section 22.30 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 10.92 acres and includes nine 4-unit buildings for a total of 36 units.

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 drives, sidewalks, buildings, and parking areas, as well as locations of lighting, landscaping, open areas, utilities, stormwater facilities, size and contemplated depth of sanitary sewers, and drawings of location of electrical, gas, and telephone facilities. The Development shall be in substantial compliance with these drawings and specifications and any substantial deviation therefrom must accordingly be approved in writing by the proper City officials. A storm water maintenance agreement is needed for the storm water facilities.
4. This agreement permits minimum rear yard setbacks of 31.4 feet and a minimum distance between buildings of 22.2 feet, as indicated in the Plans.
5. The Developer shall establish, align, and grade, subject to the City's approval, the driveways on the site and construct, grade, and improve the same all at the Developer's expense, in accordance with the plans and specifications and consistent with the City's codes, specifications, and regulations. Said drives shall contain no curves or bends of less than adequate radius to accommodate the use thereof by the City's fire fighting apparatus. Developer shall maintain and service the same in accordance with the city's standards. In the event they are not so well maintained and serviced, the City shall have the authority to provide such services and maintenance, and charge the cost thereof against the Development as a special assessment after thirty day notice and cure period, except for cases of emergency.
6. 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.
7. 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, public streets, storm water facilities, 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 purposes 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.
8. 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 purposes of inspecting, maintaining, and servicing any of the previously described facilities, if required by the City. 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 the areas described in the easements and shall prohibit trees or shrubs more than four feet in height. The Developer or subsequent owner, upon notice from the City, shall remove or have

removed any and all buildings, improvements, fences, trees, or shrubbery from any of the areas described in the easements, that area prohibited as herein provided.

9. 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 cash deposit of 120% of the amount of the contract cost of landscaping before the City will issue a building permit. The landscaping bond or cash deposit may be tendered to the City on a building-by-building basis. If the general site landscaping is not completed at the time of occupancy of a particular building, the City may, at its election, use the proceeds of the performance bond or cash deposit to complete the landscaping.
10. All trash, refuse, recycling, and debris 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. If the project is to be sold as condominium units, a condominium homeowner's 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 homeowner's association shall not require the Common Council's prior assent.
12. 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 and associated facilities. The Developer shall, at the time that building permits are issued for each building within the Development, pay all applicable impact fees.
13. The Developer agrees that construction of any buildings and improvements shall conform with applicable City ordinances and state codes.
14. The Developer agrees to pay for any new street signage required.
15. The Developer will provide one neighborhood identification sign, located in private property near the north driveway entrance along Tenny Ave., as shown in the plans.
16. The covenants set forth herein will continue in force and effect and shall be deemed 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 they now exist or as they may hereinafter be amended or adopted.
17. Invalidation of any one of the foregoing restrictions and covenants by judgement 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 shall be paid by the Developer.

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

Cornerstone Development, LLC

John Wahlen

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