

DOCUMENT NUMBER

PRAIRIE SONG VILLAS
PLANNED UNIT DEVELOPMENT
AGREEMENT
DOCUMENT TITLE

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RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT

PRAIRIE SONG COURTYARDS

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between, Bielinski Homes Inc., having a principal place of business at 1830 Meadow Lane, Suite A, 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

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 0988-135 and WAKC 0988-136, being part of the SE¼ of Section 31, 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), Two-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.

Multi-Family Dwellings?

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 4.5 acres, and includes two 6-unit buildings and three 4-unit buildings for a total of 24 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

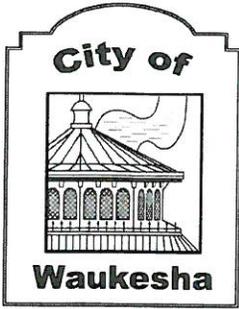
building permit. The landscaping bond or cash deposit may be tendered to the City on a building-by-building basis. If the general site landscaping is not completed at the time of occupancy of a particular building, or the transformer is not placed according to the plan, the City may, at its election, use the proceeds of the performance bond or cash deposit to complete landscaping or to relocate the transformer.

9. In accordance with the approved plans, trees within the Isolated Natural Resource Area south of the buildings and the tree line along the north and west lot lines are to be preserved. Should any trees within these areas be damaged or removed during grading and construction work, they must be replanted with a similar native species approved by City staff.
10. All trash, refuse, 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. If and when this project becomes condominiums, the City will offer to provide collection of recyclables according to the City's policies and procedures provided that an agreement between the City and the Condominium Association is properly executed by each party. The City has the right to discontinue the collection of recyclables within the Development.
9. 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.
10. 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.
11. Developer agrees that construction of any buildings and improvements shall conform with applicable City ordinances and state codes.
12. The Developer agrees to pay for any new street signage required.
13. 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.
14. 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.
15. 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.
16. 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.

EXHIBIT "A"

LEGAL DESCRIPTION

DRAFT



COMMUNITY DEVELOPMENT

201 DELAFIELD STREET
WAUKESHA, WISCONSIN 53188-3633
TELEPHONE 262/524-3750 FAX 262/524-3751

Jennifer Andrews, Director

jmandrew@ci.waukesha.wi.us

December 13, 2019

John Donovan
Bielinski Homes,
1830 Meadow Lane Suite A
Pewaukee, WI 53072

Re: Prairie Song Courtyards – Final Site Plan and Architectural Review

Dear Mr. Donovan,

On December 11, 2019, the City of Waukesha Plan Commission reviewed the request for final site plan and architectural review of the Prairie Song Courtyards. After careful consideration the Commission recommended final approval of the plans, with the following conditions:

- All Engineering Dept., and Water Utility comments and notes must be addressed. Copies of their comments are included for your review.
- If the site grading damages or removes trees in the INRA, or the tree lines on the west and north lot lines, they will need to be replanted with an appropriate native species.
- The HVAC equipment, transformer boxes and mail box locations are to be shown on the final landscape plan and incorporated appropriately. A \$15,000 Transformer Bond and a landscape bond for 110% of the amount of landscaping, materials and labor, will be required before building permits are issued.
- A Certified Survey Map is needed to combine the two parcels before building permits will be issued.

This item will be on the December 17, 2019 Common Council Agenda for final approval consideration.

If you should have further questions or concerns regarding this issue, please do not hesitate to contact me at (262) 524-3756.

Sincerely,

Douglas J. Koehler
Principal Planner

