

**Residential Planned Unit
Development Agreement for
Winterberry Reserve Subdivision**

After recording return to:
City of Waukesha
Dept of Community Development
201 Delafield St Ste 200
Waukesha WI 53188

The **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City; and **Veridian Homes LLC.**, referred to herein as the Developer, enter into this Residential Planned Unit Development Agreement, referred to herein as the Agreement, for development of the real property described below, referred to herein as the Site. Together, the City and Developer are referred to herein as the Parties.

Legal Description:

Lot Two (2), CERTIFIED SURVEY MAP NO. 12535, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 13, 2024 in Volume 130, Page 222 as Document No. 4755028, said certified survey map being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 32, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

Parcel WAKC0991003

Whereas the City has approved the Developer's petition, and the development plans submitted with the petition; and

Whereas the City approved the Developer's plans, and a Planned Unit Development Overlay for this parcel, to achieve coordinated area site planning, diversified location of structures, and the mixture of compatible uses; and

Whereas the Developer is willing to develop the Site according to the approved development plans, this Agreement, all applicable zoning laws, all other contracts entered into between the City and Developer, and all other applicable ordinances, statutes, regulations and codes;

Now, therefore, in consideration of the mutual covenants contained in this Agreement, the City and Developer agree and contract as follows:

1. Covenants to Run with the Land, Successors Bound. This Agreement, including all Exhibits and the Planned Unit Development Overlay incorporated by section 7, shall be a covenant running with the land. The terms and conditions of this Agreement inure to the benefit of the City and bind the Developer and all of Developer's successors in interest, tenants, operators, occupants, and their respective successors, whether such interests are legal, equitable, or otherwise.

2. Overlay of Planned Unit Development. All provisions of Waukesha Municipal Code §22.26, Rs-3, Single-Family Residential Zoning District, shall apply in all respects to the Site, except as specifically modified by this Agreement or Waukesha Municipal Code §22.52.

3. Description of Development. The Developer's proposed development of the Site shall be substantially as shown on Exhibit A, incorporated herein by reference, subject to the further and final approval by the City, and shall include:

- a. Thirty-Four (34) single-family lots under 8,000 sq. ft. in area.
- b. Forty-five (45) single-family lots over 8,000 sq. ft in area.
- c. Two (2) Outlots: Outlot 1 - storm water management, Outlot 2 – private alley

d. Related site and public improvements, including but not limited to a private alley behind the 34 smaller single-family lots fronting on Cranberry Circle, stormwater facilities, a sidewalk along both sides of the public streets within the development and along the north side of Summit Avenue.

4. Allowed Deviations from Zoning. The following departures from Rs-3, Single-Family Residential standards are hereby specifically approved for the 34 lots under 8,000 sq. ft in area (identified as lots 13 -26 and 60 - 79 on the Preliminary Plat for Winterberry Reserve, within the Planned Unit Development referred to herein as “Carriage Lane Lots”:

a. **Minimum lot width.** The minimum lot width shall be 40 feet at the building front setback line.

b. **Lot Area.** The minimum lot area shall be 4,520 square feet.

c. **Street Yard Setback.** The minimum setback shall be 15 feet; unenclosed porches may encroach up to three (3) feet into the required street yard.

d. **Rear Setback.** The minimum rear yard setback shall be eighteen (18) feet.

e. **Side Setback.** The minimum side yard setback shall be five (5) feet to the foundation for principal structures, and there shall be minimum building separation of ten (10) feet, each building's overhang may encroach up to one (1) foot into the required side yard and minimum building separation.

f. **Garage Setback.** Detached and attached garages shall be setback a minimum of 18 feet from the private alley.

5. Private Alley. Vehicular access to these lots shall be from a private alley with a minimum paved width of twenty (20) feet (measured from back of curb to back of curb), running along the rear of the lots. These lots shall not have individual driveways out to the public street. Maintenance and snow removal shall be the responsibility of the homeowners of Winterberry Reserve.

6. Off Street Parking. There shall be a minimum off street parking requirement of 4 stalls per lot, two of which can be within the garage.

7. Private Garbage Pick Up. Private garbage and recycling collection is required from the alley for the properties adjacent to the alley.

8. Exterior Large Lots. The large lots adjacent to the east and north property lines, (identified as lots 27-39 and 59 on the Preliminary Plat for Winterberry Reserve) shall have a minimum lot size of 12,710 sq. ft.

9. Outlots. There are two outlots in the development, Outlot 1 encompassing a stormwater facility, and Outlot 2 encompassing the private alley. The Developers of lots in the Winterberry Reserve subdivision shall have an indivisible 1/79 interest in Outlot 1 and Outlot 2.

10. Street Trees. The Developer shall coordinate street tree plantings along all public streets with the City of Waukesha Parks, Recreation and Forestry Department. Each lot will be assessed a street tree fee, payable to the Parks, Recreation and Forestry Department at the time of building permit application.

11. Signage. This development is allowed one (1) neighborhood identification sign to be placed near the intersection of Winterberry Drive and Summit Avenue on Outlot 1. A sign permit is required before the sign can be constructed.

12. Design Guidelines. All lots shall be developed in accordance with the design guidelines in Exhibit B, which is incorporated herein by reference.

13. Incorporation of Planned Unit Development Overlay. All conditions to the Rs-3, Single-Family Residential Planned Unit Development Overlay recommended by the Plan Commission at its February 26, 2025, meeting and adopted by the

Council at its March 18, 2025, meeting are hereby incorporated by reference and made binding upon Developer and Developer's successors in interest.

14. Changes to Plans. Insignificant changes, deletions, or additions of no greater than 20 feet or 5% for any single dimension or area or changes in amounts of approved building materials and/or colors may be approved by City staff. More significant changes, not altering the character of the site consistent with approved plans, may be approved by the Plan Commission in the same manner that the Plan Commission approves plans and specifications under Zoning Code Sections 22.15 and 22.32. Substantial alterations in layout or use of the property from those depicted on Exhibit A must be approved by the Common Council following a public hearing and consistent with Zoning Code Section 22.52(6). Narrowing of lots 19 and 20 (furthest East Carriage Lane Lots) by up to 10' or lots 69 and 70 (furthest West Carriage Lane Lots) by up to 20' to allow the widening of any mid-block Carriage Lane Lots (Lots 13-18, 21-26, 60-68, and 71-79) to a width greater than 40' shall be considered an insignificant change and may be approved by City staff. Swapping of location of any mid-block 40' and 45' Carriage Lane Lot (Lots 13-18, 21-26, 60-68, and 71-79) to create more variety in streetscape shall be considered an insignificant change and may be approved by City staff.

15. Drives and Sidewalks. The Developer shall establish, align, and grade, the driveways and sidewalks on the site and construct the same all at the Developer's expense, in accordance with the plans and specifications and consistent with the codes, specifications, and regulations of the City, with no curbs or bends which will not accommodate the City's fire-fighting equipment.

16. Entry onto Site, Inspection. The City shall have the right to the extent permitted by law and this Agreement to inspect, and if required, approve all construction of public improvements, including all sewer facilities, water mains, and sidewalks. The City shall also have the right, to the extent permitted by law and this Agreement, to go upon any part of the Site at reasonable times for the purpose of making inspections, provided, however, that the City's officials shall not interfere with the use and enjoyment of the Site by the Developers, operators, invitees and permittees.

17. Easements. The Developer shall prepare, execute, and deliver to the City, in recordable form and otherwise in a form and substance acceptable to the City, easements over and above all of the water mains and public facilities on site for the purpose of inspecting, maintaining, and servicing any of the previously described facilities. The easements shall be of sufficient dimensions and approved by the proper City officials. The easements shall prohibit the construction of any building or structure of any nature or fences upon any of the areas described in the easements and shall prohibit trees or shrubs more than 4 feet in height unless specifically approved by the City. The Developer shall, upon notice from the City, remove or have removed any violating buildings, improvements, fences, trees, or shrubbery from the easements.

18. Storm Water Management. For any shared stormwater management facilities, the Developer shall create a homeowners association that includes the owners of each of the seventy-nine (79) lots within this Planned Unit Development. This homeowners association shall maintain all storm water management facilities which are located within the Property in accordance with the Stormwater Management Practice Maintenance Agreement between the City and Owner, and the Developer or homeowners association shall allow the City reasonable access to the storm water management facilities at all times, to make inspections and perform maintenance. If the storm water facilities are not maintained by the Homeowner's Association in accordance with the Stormwater Management Agreement, the City shall perform such maintenance and charge the cost thereof against the Property as a special assessment, without notice and without hearing. A Storm Water Maintenance agreement is required. This agreement shall be approved by the City of Waukesha and must be recorded at the Waukesha County Register of Deeds Office.

19. Work In Right-Of-Way. A Construction Permit issued to an approved Contractor bonded by the City is needed from the Public Works Division to work in the public right of way and install a driveway and sidewalk, sanitary sewer lateral, and water service.

20. Declaration of Protective Covenants, Conditions, and Restrictions ("CCRs"). Title to the entire Site shall be subject to CCRs governing the use, operation, maintenance, repair, design, and construction of the entire development and creating easements as may be necessary for parking, access, utilities, signage, and similar rights. Developer shall record CCRs following the recordation of the Final Plat, and if the development is phased, will be amended after each subsequent

Final Plat to include the newly created lots. Developer shall provide the City with a copy of such agreement and all amendments thereto prior to the recording of any such documents.

21. Impact Fees. The parties acknowledge that the City's impact fee ordinances, now in force and effect or hereafter to be amended or adopted, shall apply in all respects to all the lots covered by this PLANNED UNIT DEVELOPMENT agreement. Impact fees shall be paid by the Developer to the City at the time a building permit for any Land Development is issued.

22. Building Codes. The Developer agrees that construction of any buildings and improvements shall be in conformity with the Building Code of the City and the Codes of the State of Wisconsin, in such cases as applicable.

23. Subordination to Mortgages. This Agreement shall be subject and subordinate to any first-lien mortgage now or hereafter encumbering the Site.

24. Severability. 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 remain in full force and effect.

25. Recording. The City will record this Agreement 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.

26. Estoppel Certificate. The City agrees that it will from time to time, upon request by Developer, execute and deliver to Developer and to any parties designated by Developer within 10 days following demand therefore, an estoppel certificate certifying (1) that this Agreement is unmodified and in full force and effect, or, if there had been modifications, that the same is in full force and effect as so modified; (2) that there are no defaults hereunder, or specifying any claimed defaults; and (3) such other matters as may be reasonably requested by Developer.

27. Further Assurances. The City and Developer each agree to do, execute, acknowledge, and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

28. Good Faith. 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 and in good faith, taking into account the entire Agreement and the intention of the parties.

29. Notice and Addresses. All notices and communications shall be addressed to the Parties as follows:

City: Attn Dept of Community Development
City of Waukesha
201 Delafield St Ste 200
Waukesha WI 53188

Developer: Chris Ehlers, Authorized Representative
Veridian Homes LLC.
6801 South Towne Drive
Madison, WI 53713

Veridian Homes LLC.

Chris Ehlers

State of Wisconsin }
Waukesha County } ss.

Chris Ehlers, known to me to be the Authorized Representative – Veridian Homes LLC., personally came before me the _____ day of _____, 2025, signed this Residential Planned Unit Development Agreement in my presence, and acknowledged the same.

Name: _____
Notary Public, _____ County, Wisconsin
My commission (is permanent)(expires _____)

City of Waukesha

By Shawn N. Reilly, Mayor

Attest: _____, City Clerk

State of Wisconsin }
Waukesha County } ss.

Shawn N. Reilly and Gina L. Kozlik, known to me to be the Mayor and City Clerk, respectively, of the City of Waukesha, personally came before me the _____ day of _____, 2025, signed this Residential Planned Unit Development Agreement in my presence, and acknowledged the same.

Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent)(expires _____)

This instrument was drafted by City of Waukesha Department of Community Development.

Exhibit A
General Development Plan



EXHIBIT A	<h2 style="margin: 0;">WINTERBERRY RESERVE</h2> <p style="margin: 0;">Waukesha, Wisconsin</p>	 VERIDIAN HOMES
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EXHIBIT B

Zoning and Design Standards for Homes in Winterberry Reserve Planned Unit Development

PUD: ZONING TEXT

OVERLAY OF PLANNED DEVELOPMENT

All provisions of Waukesha Municipal Code 22.26, RS-3 Single Family Residential District, shall apply in all respects to the Site, except as specifically modified by this agreement or Waukesha Municipal Code 22.52.

DESCRIPTION OF DEVELOPMENT

79 Single-Family Homes

ALLOWED DEVIATIONS FROM ZONING:

The following districts outline the standards for the single-family formats (Traditional and carriage lane accessed).

Variances requested include:

Minimum Lot Width

Lot Area

Street Setback

Rear Yard Setback

Side Yard Setback

Minimum Dwelling Size

Allowance of Permanent Monument Sign

WINTERBERRY RESERVE: DISTRICT I

Single Family Homes

Street Accessed Garages

Description

This district's homes offer additional diversity and housing choices in a single-family format. Traditional single-family homes within the neighborhood will span from entry level/first time homebuyer, to luxury, and downsizer opportunities.

Proposed Dwelling Units 45 units



Character Guidelines

- Balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade.
- Porches, stoops, and bays are allowed to encroach into the front yard setback to allow for increased porch width and to encourage the inclusion of porches or entry bays onto each house.
- As the buildings are moved closer to the street and each other, special attention should be taken to design details, house details, and landscaping to ensure that the public street façade is of proper pedestrian scale.
- The front entry of each house should be oriented towards the public street frontage.
- Garages will be set back a minimum of two feet from the front façade of the house to ensure that the garage does not dominate the façade of the house
- Monotonous streetscapes shall be avoided by requiring that each unique floorplan/elevation combination be used only once per each (7) adjacent homes sharing the same public ROW.



DISTRICT 1 ZONING TEXT

Lot Area and Width

Minimum Lot Area	8,000 Square Feet
Minimum Lot Width	69'
at Front Yard Setback	
Minimum Corner Lot Width	94'
at Front Yard Setback	

Building Height and Area

Maximum Building Height	40'
Minimum Floor Area	1,400 square feet.
Minimum first floor (2 story building)	800 square feet

Setbacks and Yard

Minimum Street Yard Setback	25'
Minimum Side Yard Setback	10'
Minimum Rear Yard Setback	40'
Garage Setback	Street Facing Garages 27' Side Entry Garages 25' Street facing garages must be setback a minimum of 2' from front façade of the house Side entry garages may be allowed in front of primary façade but must have a minimum of 15% of the façade featuring architectural details consistent with the features of the living portion of the home (windows, door design, trim detail, materials). There shall not be more than (2) single car width and (1) double car width garage doors per street facing elevation. On street facing facades with a three-stall garage, one single width door must be setback on a new façade

Minimum Driveway Setback

2'

Minimum Off-Street Parking

(4) off-street parking stalls per lot

A minimum of (2) off-street parking stalls shall be contained within an attached garage.

Permitted Encroachments

Roof eaves may encroach up to 1' into the side yard setback.

WINTERBERRY RESERVE: DISTRICT II

Single Family Homes

Carriage Lane Alley Accessed Garage

Description

Carriage lane homes enhance the variety of housing and neighborhood character through the use of single-family home sites served by alleys. These homes are designed with integrated architecture and reduced setbacks which create streetscapes unbroken by driveways or garages and that emphasize a human-based scale and texture in which the pedestrian and front porches become the focus.

Proposed Dwelling Units 34 units

Character Guidelines

- Balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade.
- Porches, stoops, and bays are allowed to encroach into the front yard setback to allow for increased porch width and to encourage the inclusion of porches or entry bays onto each house.
- As the buildings are moved closer to the street and each other, special attention should be taken to design details, house details, and landscaping to ensure that the public street façade is of proper pedestrian scale.
- Monotonous streetscapes shall be avoided by requiring that each unique floorplan/elevation combination be used only once per each (7) adjacent homes sharing the same public ROW.



DISTRICT 2 ZONING TEXT

Lot Area and Width

Minimum Lot Area	4,400 Square Feet
Minimum Lot Width	40'
at Front Yard Setback	
Minimum Corner Lot Width	55'
at Front Yard Setback	

Building Height and Area

Maximum Building Height	40'
Minimum Floor Area	1,200 square feet.
Minimum first floor (2 story building)	750 square feet

Setbacks and Yard

Minimum Street Yard Setback	15'
Minimum Side Yard Setback	5'
Minimum Building Separation	10'
<i>(Separation measured foundation to foundation)</i>	
Minimum Rear Yard Setback	18'
Minimum Driveway Setback	2'

Minimum Off-Street Parking

(4) off-street parking stalls per lot
A minimum of (2) off-street parking stalls shall be contained within an attached garage.

Permitted Encroachments

Unenclosed porches may encroach up to 3' into the front yard setback.
Roof eaves may encroach up to 1' into the side yard setback.

Zoning District Comparison

<u>RS-3: (District I: Traditional Single Family)</u>	<u>Standard</u>	<u>Proposed</u>
Land Use	Single Family	Single Family
Lot Area and Width		
Minimum Lot Area	8,000	8,000
Minimum Lot Width at Front Yard Setback	65'	69'
Minimum Corner Lot Width at Front Yard Setback	75'	94'
Building Height and Area		
Maximum Height	40'	40'
Minimum Floor Area	1,000 sq. ft.	1,400 sq. ft.
Minimum first floor (2 story building)	800 sq. ft.	800 sq. ft.
Setbacks and Yard		
Minimum Street Setback	25'	25'
Minimum Side Yard Setback	10'	10'
Minimum Rear Yard Setback	40'	40'
Minimum Off-Street Parking Stalls	4	4
<u>RS-3: (District II: Alley Accessed Single Family)</u>	<u>Standard</u>	<u>Proposed</u>
Land Use	Single Family	Single Family
Lot Area and Width		
Minimum Lot Area	8,000	4,400
Minimum Lot Width at Front Yard Setback	65'	40'
Minimum Corner Lot Width at Front Yard Setback	75'	55'
Building Height and Area		
Maximum Height	40'	40'
Minimum Floor Area	1,000	1,200
Minimum first floor (2 story building)	800	750
Setbacks and Yard		
Minimum Street Setback	25'	15'

Minimum Side Yard Setback	10'	5'
Minimum Rear Yard Setback	40'	18'
Minimum Off-Street Parking Stalls	4	4

