

BASIC STANDARD
DEVELOPMENT AGREEMENT
FOR
NAME OF SUBDIVISION

WHEREAS, DEVELOPER's Name, hereinafter referred to as DEVELOPER, is the owner of approximately # acres of land in the City of New Berlin, hereafter known as CITY, said land bounded and described as follows:

Legal Description

AND, WHEREAS, DEVELOPER desires to develop said land for residential purposes under the name Name of Development, hereinafter referred to as the DEVELOPMENT,

AND, WHEREAS, said land is presently currently zoned zoning classification, and the proposed development conforms to said zoning classification,

AND, WHEREAS, the CITY Plan Commission on date has approved of the DEVELOPMENT with conditions,

AND, WHEREAS, it is now necessary that DEVELOPER and CITY enter into an agreement relative to the manner and method by which Name of Development will be developed,

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

- A. DEVELOPER shall prepare plans for a residential development for the lands, plans for public improvements and all other items in accordance with all applicable State laws and CITY ordinances and nothing in this Agreement shall be construed to waive the requirements of the State laws or CITY ordinances.
- B. Project Plans and Specifications will be reviewed for general compliance with CITY requirements and standards, then granted a "Conditional Approval". However, all site improvements and construction shown on such "Conditionally Approved" plans shall conform to City of New Berlin Developer Handbook, Infrastructure Design Standards and Infrastructure Specifications. Where said plans (and specifications or construction) do not comply, it shall be the sole responsibility of the DEVELOPER to make any and all necessary and required revisions to plans and/or constructed infrastructure to fully comply at the DEVELOPER's sole expense.
- C. A Subdivision Plat substantially in conformity to the approved preliminary plat and meeting the criteria of State Statutes and CITY Ordinances shall be recorded at DEVELOPER's sole expense.
- D. Prior to start of construction, DEVELOPER shall provide certificates of insurance to the

CITY naming the CITY as additional insured with respect to the following forms of coverage and with limits not less than as stated hereunder, Statutory for Workers Compensation and \$2,000,000 Commercial General Liability Insurance. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice to the CITY prior to change, modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative, phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

II. SEQUENCE OF DEVELOPMENT

- A. CONSTRUCTION PLAN APPROVALS
- B. DEVELOPMENT AGREEMENT APPROVALS AND SURETIES
- C. PRE-CONSTRUCTION MEETING
- D. EROSION CONTROL AND STORMWATER BEST MANAGEMENT PRACTICES
- E. GRADING
- F. SANITARY
- G. WATER
- H. STORM
- I. ROADWAYS
- J. PRIVATE UTILITIES (Electric, Gas, Telephone, CATV, etc.)
- K. RESTORATION
- L. RECORD DRAWINGS AND CERTIFICATIONS
- M. FINAL PLAT APPROVAL
- N. BUILDING PERMITS
- O. OCCUPANCY PERMITS
- P. FINAL ROADWAY SURFACING

III. GRADING AND EROSION CONTROL

A. COMPLIANCE

1. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.
2. Erosion Control Methods shall be those required by the erosion control ordinances as adopted by the CITY, County, or State. The Primary Contractor shall be responsible for maintaining erosion control in accordance with the Erosion Control Permit during construction.
3. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved Developer's Grading Plan until the Final Plat is approved by the CITY.
4. DEVELOPER, his heirs, successors, assigns, and future owners shall be responsible for fully implementing the approved Master Grading Plan.

B. INSPECTION AND MAINTENANCE

1. Oversight of all construction and maintenance shall be performed under the direction of the City Engineer or his designee, at the DEVELOPER's sole expense.
2. All erosion control measures shall be maintained in accordance with the Erosion Control Permits.
3. DEVELOPER, at his/her sole expense, shall be responsible for removing erosion control measures as directed by the City Engineer or his designee.

IV. SANITARY SEWER SYSTEM

If the DEVELOPMENT will not be served by CITY Wastewater Utility, this Section would have the following language:

- A. No municipal sanitary sewer is currently available to this site; each and every lot shall be served by a private owner waste treatment system installed in accordance with existing ordinances and regulations of the Waukesha County Environmental Services Department.
- B. Should any of the Common or Open Spaces be used for private owner waste treatment systems, those locations shall be as shown on the approved Construction Plans. Those private owner waste treatment systems shall be constructed, landscaped and maintained as an integral part of the open space and so as not to adversely impact or limit the use, character and sight lines of said open space.

C. DEVELOPER hereby indemnifies and holds harmless the CITY, its officers, agents, employees and assigns (hereafter the Parties Indemnified) as and against any and all demands, actions, causes of action, expenses or claims made against the Parties Indemnified, including but not limited to the actual attorney fees of the Parties Indemnified in defending such claims, arising from or related to the granting of permission to the DEVELOPER to construct private owner waste treatment system partially or completely in the open space for this subdivision.

A. AVAILABILITY

1. Each and every building in the DEVELOPMENT shall be served by a sanitary sewer main and lateral extending to the lot line at DEVELOPER's sole expense and connected to the CITY Wastewater Utility in accordance with plans and specifications approved by the City Engineer and all other regulatory agencies. As individual buildings are being constructed, the property owner shall extend the sanitary sewer lateral from the lot line to the building.
2. All buildings or units will be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the DEVELOPER, his heirs, successors, assigns, and future owners.
3. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the Site Development Plan approved by the City Engineer by laying sewer mains in public right-of-way and/or public easement as directed by the City Engineer.

B. CAPACITY OF THE SYSTEM

The system shall conform to the Sanitary Sewer Plan of the CITY and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein, and as directed by the City Engineer.

C. INSPECTION OF THE SYSTEM

Oversight of all construction shall be performed under the direction of the City Engineer or his designee, at the DEVELOPER's sole expense.

D. OWNERSHIP OF SANITARY SEWER SYSTEM

Upon CITY's acceptance of the sanitary sewer system, said system shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

E. SEWER SERVICE CHARGES

1. Upon acceptance of the sewer system by the CITY, and upon availability of building permits, all building sites, and all buildings in the DEVELOPMENT shall be subject to all sewer service charges and/or assessments in the same amount and collected in the same manner as are sewer service charges and/or assessments for all other parts of the CITY served by the same wastewater treatment facilities.
2. The property owner shall pay the Sewer Impact Fee as required by Section 235-35 A(3) of the Municipal Code at the time of issuance of the building permit for each building.

V. WATER SYSTEM

If the DEVELOPMENT will not be served by CITY Water Utility, this Section includes the following language:

No municipal water is currently available to the DEVELOPMENT; each and every building shall be served by a private well system installed in accordance with existing ordinances and regulations of the Waukesha County Environmental Services Department and the Wisconsin Department of Natural Resources.

A. AVAILABILITY

1. Each and every building in the DEVELOPMENT shall be served by water main and a lateral installed to the lot line at DEVELOPER's sole expense and connected to the New Berlin Water Utility in accordance with plans and specifications approved by the City Engineer and all other agencies. As individual buildings are being constructed, the property owner shall extend the water lateral from the lot line to the building.
2. All buildings or units will be individually served with private laterals. In the event it is later determined that the locations, pressure or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the DEVELOPER, his heirs, successors, assigns, and future owners.
3. DEVELOPER shall provide for the extension of the water system in accordance with the Site Development Plan approved by the City Engineer by laying water mains in public right-of-way and/or public easement as directed by the City Engineer and shown on the plans.

B. CAPACITY OF THE SYSTEM

The system shall conform to the Water Plan of the CITY and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein, and as directed by

the City Engineer.

C. INSPECTION

Oversight of all construction shall be performed under the direction of the City Engineer or his designee, at the DEVELOPER's sole expense.

D. OWNERSHIP

Upon dedication and acceptance the system shall become the property of the New Berlin Water Utility and shall thereafter be maintained and serviced by the CITY.

E. WATER UTILITY CHARGES

1. Upon acceptance of the water system by the CITY, and upon availability of building permits, all buildings, or building sites in the DEVELOPMENT shall be subject to all water service charges and/or assessments in the same amount and collected in the same manner as are water service charges and/or assessments for all other parts of the CITY served by CITY water.
2. The DEVELOPER shall pay the Water Impact Fee as required by Section 267-6 H of the Municipal Code at the time of approval of the Final Plat.
3. All safe water sampling will be at the sole expense of the DEVELOPER.
4. Water for filling, testing and flushing for safe sampling of water main will be supplied only by permission of the New Berlin Water Utility via permit. All water that is used for filling new mains, pressure testing, flushing of mains, trench flushing, etc., will be charged at the current rates for such use. The DEVELOPER is responsible for securing a permit prior to any using any water.

VI. STORM DRAINAGE

A. COMPONENTS

Storm drainage shall be provided by means of storm sewers, culverts, ditches, detention and retention basins in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted, all in accordance with storm drainage plans prepared by DEVELOPER and approved by the City Engineer (the Stormwater Plan) and entirely at the DEVELOPER's sole expense. All storm drainage shall be in conformance with the approved Stormwater Plan.

B. CONSTRUCTION

1. The DEVELOPER shall be responsible for the planning, design and construction of facilities for storm drainage until such storm water exits the exterior perimeter

line of the development or until it reaches a point, outside of and adjacent to the property from which point such storm water passes into, or through specified conduits or channels (the Storm Drainage System). Such design shall be reviewed and approved by City Engineer prior to construction.

2. The design and construction plan for the Storm Drainage System shall be reviewed and approved by City Engineer prior to construction.
3. Nothing in this paragraph shall be deemed to limit the DEVELOPER's responsibility to adjacent owners for discharged water. Should any claim be made against the CITY for increased water discharge or altered drainage patterns from the project, DEVELOPER shall indemnify, defend and hold harmless the CITY paying all costs thereof (including but not limited to actual attorney fees) and further indemnify the CITY from any loss or damage based upon a claim arising from water allegedly discharged within or from the site, except if the loss or damage was caused by the negligence or willful misconduct of the CITY.
4. Major drainage improvements shall be constructed during the first phase of the DEVELOPMENT including, but not limited to the detention and retention basins and necessary downstream improvements.
5. DEVELOPER shall establish access to each detention pond for use by maintenance equipment.
6. All normal maintenance and/or repair of the retention and detention basins and storm sewers shall be the obligation of the DEVELOPER, his heirs, successors and assigns, and future owners of the land. The City Engineer, at his sole discretion, may require the DEVELOPER, his heirs, successors and assigns, and future owners to restore any detention and retention basin and storm sewers to its original condition should its function diminish through disrepair or other causes.
7. The City Engineer or his designee may periodically inspect the detention/retention basins upon reasonable notice. Should maintenance and/or repair work not be completed in a timely manner to the City Engineer's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs, including but not limited to engineering, administration costs and legal costs, to the DEVELOPER, his heirs, successors and assigns, and future owners of the land set forth in the legal description on Page 1 with each owner assessed an undividable fractional ownership of the expense as a lien against their property.

C. OWNERSHIP

1. All storm sewer mains in public rights of way and public easements shall be dedicated to the CITY. When approved by the CITY upon dedication and acceptance, system components shall become the property of the CITY and thereafter be maintained by the CITY. The retention/detention basins and

drainage easements shall remain in the sole ownership and responsibility of DEVELOPER, his heirs, successors and assigns, and future owners, even if the basins are located within easements for access or maintenance.

2. Development of this parcel is subject to the Storm Water Management Plan established for the DEVELOPMENT. All landowners and/or owners of land within the DEVELOPMENT are and shall be jointly and severally responsible for the detention basins and drainage easements within the development. In the event the DEVELOPER, his heirs, successors and assigns, and future owners default(s) in its duty to maintain the detention basins and drainage easements, as reasonably determined by the City Engineer, each of the property owners will be responsible for a pro-rata share of the costs of the maintenance and/or repair of the retention/detention basins and drainage easements. Should the CITY have to perform repair and/or maintenance, all of the direct and indirect costs thereof shall become a lien against the DEVELOPER, his heirs, successors and assigns, and future owners within the DEVELOPMENT with each owner assessed an undividable fractional ownership of the expense.

D. INSPECTION

1. Oversight of all construction shall be performed under the direction of the City Engineer or his designee, at the DEVELOPER's sole expense.
2. Inspection shall include components of the storm water management system including storm sewer, catch basins, inlets, cleanouts, outlet structures, etc.

E. STORM WATER CHARGES

Upon issuance of the Occupancy Permit by the CITY, each building site or building in the DEVELOPMENT shall be subject to the Storm Water Utility fee in the same amount and collected in the same manner as are Storm Water Utility fees for all other parts of the CITY.

VII. ROADWAYS

A. LOCATION

1. Roadways shall be constructed in such a manner that the centerline of the roadway shall be the centerline of the right-of-way.
2. Roadways shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the subdivision and constructed with a temporary or permanent cul-de-sac as directed by the City Engineer.

B. CONSTRUCTION

1. DEVELOPER shall provide the geotechnical data compiled during the design of the roadways to the City Engineer. Should the geotechnical data submitted to the CITY not be sufficient to satisfy the City Engineer, the DEVELOPER shall grant the CITY with a right of entry to obtain the required data. Costs associated with obtaining the required data shall be at the DEVELOPER's sole expense.
2. DEVELOPER shall install the bituminous roadway through the asphaltic concrete base course with the initial construction.
3. At the direction of the City Engineer, and at least one-year after said base course construction, DEVELOPER shall adjust all affected utilities prior to installing the final asphalt surface course at DEVELOPER's sole expense.
4. Prior to final asphaltic surface course construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic concrete base course, curb and gutter sections, side path (if applicable), water, sanitary, and storm drainage infrastructure shall be completed at DEVELOPER's sole expense.

C. INSPECTION

Oversight of all construction and maintenance shall be performed under the direction of the City Engineer or his designee, at the DEVELOPER's sole expense. All of DEVELOPER's construction and maintenance activities as provided for hereunder shall be performed in accordance with the standards set forth in the CITY's Developer's Handbook.

D. STREET SIGNS

1. Street Names shall be in conformance with the CITY's policies.
2. Street signs shall be installed by the DEVELOPER prior to placement of the binder course or the streets being opened to the public.

E. STREET LIGHTING

DEVELOPER shall pay for any cost of street lighting.

F. PRIVATE ROADWAYS:

1. GENERAL

- a. All roadways shall be private roadways and/or private drives or driveways.
- b. A private street shall provide direct access to name of street.

- c. DEVELOPER shall construct emergency access drives to the project limits prior to the first occupancy permit being issued.
 - d. DEVELOPER shall pay for any cost of street lighting.
2. All street and driveway maintenance shall be provided by the DEVELOPER.
 3. INSPECTION

Oversight of all construction of private roadways shall be performed under direction of City Engineer or his designee at the DEVELOPER's sole expense to assure compliance with approved plans and specifications to be provided by the DEVELOPER and approved by the City Engineer.

4. STREET SIGNS
 - a. Street Names shall be in conformance with the CITY's policies.
 - b. Street signs shall be installed prior to placement of the binder course or the streets being open for traffic.

VIII. FINAL APPROVAL OF THE NAME OF DEVELOPMENT

The Final Plat for "Name of Development" shall not be approved or executed by the CITY until all of the below items have been submitted, reviewed, and written CITY approval given for each of the following elements at the DEVELOPER's sole expense.

A. PLANS APPROVED

1. Erosion Control Plans
2. Site Grading Plans
3. Public Sanitary Sewer Plans
4. Public Water Main Plans
5. Storm Drainage Plans
6. Roadway Plans
7. Stormwater Quality Plans
8. Detention/Retention Plans and Report
9. Private Utilities (Electric, Gas, CATV, and Communications Plans).

B. ACCEPTANCE OF IMPROVEMENTS

All improvements required by the CITY within the DEVELOPMENT are DEVELOPER's sole responsibility, and shall be accepted by the CITY upon recording of the Final Plat which shall not occur until the DEVELOPER has met and satisfied each of the terms and conditions of the Plat, this Agreement, applicable ordinances of the CITY and the following items have been received and approved by the City Engineer.

1. Completion of all construction including final Punchlist items.
2. As-built drawings of the Sanitary Sewer, Watermain, Storm Water Management facilities, and traffic signal plans including signal wiring diagrams, if installed. Concurrent with the hard copy submittal, at minimum, provide complete set of records in AutoCAD (.DWG) format on CD tied to the State Plane NAD 1927 Wisconsin South coordinate system. It is also encouraged to submit digital files in Shapefile or Geodatabase format including the above coordinate system. This will facilitate direct insertion of the subject into the City's Geographic Information System (GIS). The cost of archiving the as-built drawings and insertion of the data into the City's GIS System shall be the sole responsibility of the DEVELOPER.
3. Recertification of roadway centerlines and drainage structures (curb & gutter or ditches; as applicable) and recertification of grading plan shall be provided in a form acceptable to the City Engineer.
4. When the detention/retention pond(s) are fully functional and Recertification Plans of the ponds are submitted, they will be reviewed by the City Engineer and approved before a Building Permit can be issued.
5. Warranty Certificate by DEVELOPER's Engineer that all plans and specifications prepared by the Engineer meet all written City Specifications and a Certificate by each of the DEVELOPER's contractors that all construction performed by the contractor has been completed in accordance with the plans and specifications previously approved by the City Engineer.
6. Acceptance of maintenance surety instrument by the CITY in an amount equal to 20% of the construction costs to guarantee workmanship and materials of construction for a period of two (2) years after CITY's acceptance.
7. Itemized list of costs for all public infrastructure improvements.
8. All storm sewer and sanitary sewer lines are cleaned and televised. Color videotape recordings of the data shall be made by the Contractor. Copies of each videotape, in Pipetech 5.0.2 or WynCan v7 format only, shall be provided to the Utility and Streets Department. The tab to prevent accidental erasure shall be removed from the cassette before submittal. The recordings shall be made in the "E.P. Mode" (260

minutes/tape) and the recorded data shall be transferred to DVD or CD-ROM format and copy sets shall be provided directly to the Utility and Streets Department. A set of system map Plan Sheets shall be included with all CCTV report books. **Acceptance shall be based on information in the video recording and approved by the City Engineer.**

9. Electronic and mylar hard copy of the approved Master Grading Plan.
10. Recertification of all lot lines between the parcels.
11. The DEVELOPER has obtained and provided evidence to the CITY of lien waivers for all of the improvements to be dedicated to the CITY.
12. DEVELOPER has made payment of the Public Sites, Open Spaces and Trail fees.

C. SURETY INSTRUMENTS

1. Prior to the start of construction, DEVELOPER shall submit a Letter of Credit or certified check to the CITY to guarantee performance of the terms of this Agreement and of items listed below, in the amounts established by the City Engineer, in a form approved by the City Attorney, shall be filed or deposited with the CITY before any building permits are issued by the CITY:
 - a. Letter of Credit equal in value to 5% of the total estimated cost to accomplish items (III(A.3); IV(A.3); V(A.3); VI(B); VII(B)) to cover inspection fees and administrative costs per phase of the development.
 - b. Letter of Credit, certified check, or other financial guarantee in the amount of 100% of the value of all the Public Improvements of the DEVELOPMENT (115% of the total value of the Public Improvements if the DEVELOPMENT is to be phased) as approved by the City Engineer in a form approved by the City Attorney for the following:
 - 1) Construction Site Erosion Control
 - 2) Public Site Grading
 - 3) Public Sanitary Sewers
 - 4) Public Water Mains
 - 5) Public Storm Drainage
 - 6) Public Roadways and Lighting
 - 7) Stormwater Water Quality Plan

- c. A maintenance surety instrument in the form of a Letter of Credit or certified check in the amount equal to 20% of the public infrastructure construction costs to guarantee workmanship and materials of construction for a period of two (2) years after CITY's acceptance of the public infrastructure.

D. CASH PAYMENTS FOR:

1. Reasonable administrative fees including but not limited to engineering, inspection, and legal fees incurred to date of approval as billed by an itemized statement and to be paid within fourteen (14) days of receipt of invoice.
2. Street signs.
3. Street light installation cost at entrances to the DEVELOPMENT, if necessary.

E. PUBLIC SITES, OPEN SPACES, AND TRAIL FEES

In order to conform to the provisions of Section 235-34 C(3) of the Municipal Code, DEVELOPER agrees to make payment of \$2,137.60/buildable lot or unit in Public Site, Open Space, and Trail Fees required prior to the CITY signing the Final Plat. These fees are in addition to any connection fees required by the City of New Berlin prior to individual building permits being granted.

- F. In accordance with Section 235.33 of the City's Municipal Code, DEVELOPER shall establish a Homeowners Association. DEVELOPER shall be responsible for providing documents to the prospective buyers outlining the responsibilities of the Association, and any and all associated costs, at the time of closing on the individual units within the DEVELOPMENT.

G. MISCELLANEOUS

Any other items as reasonably required in writing by the City Engineer necessary to accomplish the intent of this Agreement.

IX. BUILDING & OCCUPANCY PERMITS

It is the intent of the DEVELOPER, their respective heirs, successors, and assigns, to request building permits from time to time consistent with workable construction schedules, economic conditions, weather conditions, and other presently undeterminable factors.

- A. Building permits may be issued for individual lots or building sites after the following have been complied with:
 1. The Final Plat has been approved and recorded.

2. For each individual lot, the storm drainage management system, water and sanitary sewer systems, private utilities, and roadways through the asphaltic base course have been installed.
 3. Inspection fees have been paid.
 4. Lots have been pre-graded with final grades established within 5 feet of side and rear lot lines. The 5-foot zone shall be described as a "no-touch zone". All grades shall be certified by DEVELOPER's Engineer.
 5. DEVELOPER shall properly establish vegetation in the "no-touch zone", as approved by the City Engineer or his designee. The "no-touch zone" shall be adhered to through the building construction process.
 6. All rights-of-way, easements, and drainage ways have been properly restored in a manner acceptable to the CITY.
 7. Erosion control measures have been installed and maintained to acceptable standards.
- B. Occupancy permits will be issued by the CITY for individual buildings after:
1. All requirements of this Agreement have been complied with.
 2. The exterior of the entire building is complete, including landscaping.
 3. All applicable building codes have been complied with.
 4. All improvements have been accepted.
 5. There are no terms or conditions of this Agreement that remain outstanding.
 6. No phased occupancy will be allowed in multi-family buildings. Occupancies will be granted on a per building basis not a per unit basis for each individual building. Final inspections of each respective building will need to pass prior to any occupancies within the building.

X. DEED RESTRICTIONS

- A. This DEVELOPMENT AGREEMENT shall be recorded in the office of the Registrar of Deeds of Waukesha County, Wisconsin by the CITY at the expense of the DEVELOPER and said Subdivision and the use and occupancy of all lots therein shall be subject to the terms and provisions of this DEVELOPMENT AGREEMENT.
- B. Any other restrictions desired by the DEVELOPER, but not required by the CITY may be recorded at the DEVELOPER's option. The CITY will not be responsible for the enforcement of those restrictions.

XI. GENERAL CONDITIONS

- A. DEVELOPER shall take all necessary action so as to have all public improvements of the project specified in the Agreement, installed and approved within two (2) years following the date of commencing construction for each of the improvements of the DEVELOPMENT.
- B. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the City Engineer, or Common Council, as may be necessary to implement and carry out the terms and intent of this agreement, provided such further orders or directions are usually and customarily required of like developments similarly stated.
- C. It is expressly understood and agreed that the terms of this Agreement are covenants running with the land and binding on DEVELOPER and CITY, their respective heirs, successors, and assigns.
- D. DEVELOPER, their respective heirs, successors, and assigns, shall be responsible for the repair to existing roadways and infrastructure for damage caused as a result of his construction activities or construction on building sites.
- E. DEVELOPER is required to have the utilities (sanitary, water, & storm sewer) located and marked in the field until the final as-built drawings for the utilities are accepted by the CITY. As a courtesy, the New Berlin Utility Department will forward by FAX any locate requests that are received for Name of Development. DEVELOPER shall provide the New Berlin Utility Department with a regular business hours phone number, FAX number, and an after business hours phone or pager number, so Emergency Locate requests can be forwarded, as necessary.
- F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the lot site to prevent littering adjoining properties.
- G. Streets shall be swept daily or as needed to remove silt, stone, ground or other materials that have been tracked or eroded onto the streets. The City Engineer or his designee may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the City Engineer's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the City may assess those charges against the property within this development as a special charge for current services pursuant to Wis Stat Sec. 66.0627.

- H. In consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER hereby agrees to indemnify and hold harmless the CITY from any and all claims, demands, costs or judgments made against it of any nature whatsoever, including but not limited to actual attorney fees and costs incurred in defending itself from such claims which claims or expenses arise from the CITY's approval of this DEVELOPMENT or the completion of such DEVELOPMENT, except DEVELOPER shall not be obligated to indemnify or hold harmless the CITY from claims, demands, costs, or judgments arising solely out of the CITY's negligence or intentional acts.
- I. DEVELOPER shall bear the cost of traffic signs and/or signals required by the CITY for the purpose of controlling vehicular traffic in the promotion of model homes erected in the Subdivision. A private security officer shall be employed for traffic control and/or parking violations, at DEVELOPER's sole expense should it be deemed by the CITY Police Department that such measures are required.
- J. All Owners of parcels or buildings shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining their lots, to include grass cutting and any litter removal consistent with the landscaping of the parcel. Failure to maintain this area shall subject Owner(s) to charges by the CITY.
- K. Setbacks, height restrictions, and locations of all structures shall be as regulated by the zoning ordinances of the CITY.
- L. All conditions of approval for the Name of Development by the Plan Commission and Common Council shall be followed.
- M. Except for the specific responsibilities and obligations retained by Name of Development hereunder, CITY shall provide to Name of Development and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.
- O. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the Water, Sanitary, and Storm Water Systems according to CITY Specifications.

XII. SPECIAL CONDITIONS

- A. In the event adequate fire or emergency protection services are not available due to DEVELOPER's construction timetable, DEVELOPER will hold harmless the CITY for any claims resulting from damages sustained as a result thereof.
- B. Parking shall be prohibited on all public roadways at all times.
- C. Snow and ice removal from private roadways, drives or parking lots shall not be placed

in public roadways or rights-of-way.

- D. Trees and wooded areas are to be maintained wherever possible.
- E. DEVELOPER shall be responsible for submitting a Maintenance Agreement in accordance with the requirements of the CITY Storm Water Ordinance No. 2193. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the City Engineer, at the Waukesha County Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the Subdivision.
- F. All required open space land shall be permanently restricted from future subdivision and development. Under no circumstances shall any development be permitted in the open space at any time, except as set forth on the approved plat. The DEVELOPER shall provide an open space maintenance plan satisfactory to the City as required under the Municipal Code Chapter 235-41, as amended. The DEVELOPER and ultimately the Homeowner's Association shall be responsible for implementing said plan and maintaining said areas according to that plan. The DEVELOPER shall landscape and provide access to the open space as may be required by and in accordance with applicable CITY ordinance(s).

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the said DEVELOPER has caused this Agreement to be signed.

In the presence of:

(DEVELOPER's Name)

(Authorized Signature)

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS.
CITY OF)

Personally came before me this __ day of _____, 20__, the above named DEVELOPER's Name to me known to be the person who executed the foregoing instrument.

Notary Public Waukesha County Wisconsin
My commission expires:

Approved as to form:

City Attorney

Accepted pursuant to the Authority of the Common Council:

CITY OF NEW BERLIN

Mayor

City Clerk

Drafted by: