

vBR DRAFT\_4/15/21

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

SANDHILL OF HARTLAND, LLC

\_\_\_\_\_, 2021

1 SANDHILL OF HARTLAND, LLC

2 PLANNED UNIT DEVELOPMENT AGREEMENT

3  
4 THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as  
5 of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between SANDHILL OF HARTLAND, LLC  
6 (the "Developer") upon approval of the Village, and the VILLAGE OF HARTLAND, a  
7 Wisconsin Municipality, (the "Village").

8 RECITALS

- 9 A. Developer shall be required to provide proof to the satisfaction of the Village Attorney that it  
10 has become the owner of approximately 59.26 acres of real property located in the Village  
11 and legally described on EXHIBIT A attached hereto (the "Site"). Developer desires to  
12 develop it for multi-family residential purposes with condominium ownership consisting of  
13 2-unit duplex buildings and 4-unit double duplex buildings (the "Project").  
14
- 15 B. Developer desires to develop thirty-three (33) 2-unit buildings (66 units) and eleven (11) 4-  
16 unit double duplex buildings (44 units) for a total of 110 units under condominium ownership  
17 in four (4) phases as depicted on EXHIBIT B (Site Plan) and EXHIBIT D (Final  
18 Condominium Plat) and has requested re-zoning and development approval.  
19
- 20 C. Upon consideration of specific plans for the proposed development, it was determined by the  
21 Plan Commission and Village Board that a total site density of not more than 110 residential  
22 units is consistent with the general density requirements of the Village of Hartland zoning  
23 ordinance.  
24
- 25 D. Upon RECORDING of this Agreement, the Site shall be re-zoned to RM-3 Condominium  
26 Multi-Family Residential, being re-zoned on an overlay basis as a Planned Unit Development  
27 (PUD) District as shown in the attached EXHIBIT C to facilitate the proposed Project.  
28
- 29 E. The Developer has prepared a Final Condominium Plat for development of the Project, a  
30 copy of which is attached hereto as EXHIBIT D (the "Condominium Plat"), which was  
31 considered by the Plan Commission and recommended for approval subject to  
32 representations made during the consideration process by the Developer, final approval by  
33 "Village Staff"(which shall include but is not limited to the Village Engineer, Village  
34 Administrator, Village Building Inspector/Zoning Administrator and Village Attorney), and  
35 the RECORDING of this Agreement with all EXHIBITS.  
36

- 37 F. The Village of Hartland is requiring that Developer install certain public and private  
38 improvements necessary to service the development of the Site. The acceptance of the  
39 dedication of public improvements shall be contingent upon the construction of said  
40 improvements according to applicable State and municipal specifications and ordinances.<sup>1</sup>  
41
- 42 G. The Village Board has conditionally approved Developer's plans and specifications for the  
43 Project, which were considered by the Plan Commission and recommended for approval  
44 subject to representations made during the consideration process by the Developer and final  
45 approval by Village Staff and the RECORDING of this Agreement.  
46
- 47 H. Developer agrees to develop the Site as herein described in strict accordance with this  
48 Agreement.

49 FINDINGS

50 The Village of Hartland Plan Commission and Village Board of Trustees have made the  
51 following findings as they relate to the Project.

- 52 A. The proposed site will be provided with adequate drainage facilities for surface water and  
53 storm water conditioned on the Developer completing the design as approved by Village  
54 Staff in accordance with Village ordinances.  
55
- 56 B. The proposed site will be accessible from Lisbon Road and private roads that are adequate to  
57 carry the traffic that can be expected to be generated by the proposed development  
58 conditioned on development of private roads within the site.  
59
- 60 C. No undue constraint or burden will be imposed on public services and facilities, such as fire  
61 and police protection, street maintenance, water, sanitary sewer and storm drainage, and  
62 maintenance of public areas by the proposed development.  
63
- 64 D. The public street abutting the site and the private roads within the proposed development will  
65 be adequate to serve the residents of the proposed development and will meet the minimum  
66 standards of all applicable ordinances or administrative regulations of the Village.  
67
- 68 E. Water and sewer services will be delivered and provided through privately owned  
69 infrastructure connected to Village public utilities.  
70
- 71 F. The entire Site to be included in this Planned Unit Development Overlay District will be held  
72 under single ownership until completion of development which will not be deemed to have

---

<sup>1</sup> Sewer and water utility connections and water meter pit.

- 73 ended until all approved units have received an occupancy permit except for sales of  
74 condominium units.
- 75
- 76 G. The locations of entrances and exits have been designated to prevent unnecessary  
77 interference with the safe and efficient movement of traffic on surrounding streets, and the  
78 development will not create an unreasonable adverse effect upon the general traffic pattern of  
79 the surrounding neighborhood.
- 80
- 81 H. The size, quality and design of all buildings, landscaping and other site development features  
82 in the Project will be compatible with the general character of the Village and specifically to  
83 the surrounding neighborhood, and the design of the development will result in an attractive  
84 and harmonious development compatible with and not adversely affecting the property  
85 values of the surrounding neighborhood.
- 86
- 87 I. The Project will create an attractive residential environment of sustained desirability and  
88 economic stability, including structures in relation to terrain, consideration of safe pedestrian  
89 flow and ready access to recreation space.
- 90
- 91 J. The total net residential density within the Planned Unit Development Overlay District is  
92 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total  
93 net density is also consistent with and does not exceed the density of development permitted  
94 in the underlying basic use zoning district.
- 95
- 96 K. Structure types will be compatible with other structural types permitted in the underlying  
97 basic use district elsewhere in the Village.
- 98
- 99 L. Provisions are being made for the construction of private sewer, water and stormwater  
100 facilities within the Project with connection to public facilities and the continuing  
101 maintenance and operation of these private facilities by the Sandhill Condominium  
102 Association.
- 103
- 104 M. Provision has been made for adequate fire and police protection.
- 105
- 106 N. The population density of the development will not have an adverse effect upon the  
107 community's capacity to provide needed school or other municipal service facilities. [\[PROOF](#)  
108 [NEEDED\]](#)
- 109
- 110
- 111 O. The care and maintenance of private open space is ensured by the establishment of an  
112 appropriate ownership organization for the Project through the establishment of an

113 incorporated Condominium Association that will be charged with the care and maintenance  
114 of said open space within the Site.

115  
116 P. Ownership, maintenance and tax liability of private open space areas shall be established via  
117 certain funded reserves and other amounts to be collected as part of unit sales to also be held  
118 in segregated statutory reserves under the control of the Sandhill Condominium Association.<sup>2</sup>  
119

120 Q. Clustering of residential development is permitted within the Site provided that permanent  
121 common open space is permanently preserved so that the overall density of residential use  
122 permitted within the Site never exceeds 110 units.

123 NOW, THEREFORE, in consideration of the granting of final approvals as stated in the above  
124 RECITALS by the Village Staff, the incorporation of all of the above RECITALS which are  
125 made a part of this Agreement, the covenants of the Village and Developer set forth herein, and  
126 other good and valuable consideration, the receipt and sufficiency of which is hereby  
127 acknowledged, Developer does hereby agree to develop the Site as follows:

128 Section I. PUD Requirements

129 A. Developer shall fully comply with this Agreement.

130  
131 B. The Project shall include not more than one hundred ten (110) residential condominium units  
132 as portrayed the Site Plan (EXHIBIT B and EXHIBIT D).

133  
134 C. The Project shall at all times comply with the requirements of the RM-3 Condominium  
135 Multi-Family Residential, except for initial development work as authorized to accommodate  
136 utilities, fully construct and enhance storm water facilities, public pedestrian pathways<sup>3</sup>  
137 construction/improvements and placement of signage to guide usage of the public paths.

138 Section II. Improvements.

139 Developer shall prepare the Site and construct the improvements on and off the Site described  
140 below (all at Developer's sole expense) in accordance with the Final Condominium Plat  
141 EXHIBIT D and the plans and specifications attached to this Agreement as EXHIBITS which  
142 were considered by the Plan Commission and Village Board, subject to representations made

---

<sup>2</sup> Explanation of charges and amounts to be deposited by developer in reserve funds will be inserted here. All  
pedestrian pathways (public and private) will be constructed during Phase 1 for Phases 1 and 2 and a  
Letter of Credit will be posted for the public pedestrian pathways for Phases 3 and 4 at the signing of this  
Agreement.

<sup>3</sup> DETAILS TO BE PROVIDED FOR FOOTNOTE

Formatted: Font: Bold, All caps

143 during the consideration process by the Developer, final approval by Village Staff and  
144 RECORDING of this Agreement.

145 A. Roads.

146 1. Developer shall, at its sole expense, grade, construct and surface ~~a public, and~~ private  
147 roadways as shown on and in accordance with the plans and specifications set forth on  
148 EXHIBIT E.

149 2. Developer shall construct and surface with a fully completed binder course the private  
150 roads called for under this in Phase 1 as shown on EXHIBIT E no later than the closing  
151 of the sale of the first unit to a third-party purchaser.

152 ~~2-3.~~ The village has no obligation to accept dedications of any portion of the roadways of the  
153 entire site.

154  
155 B. Sanitary Sewer.

156 1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary  
157 sewage collection system throughout the entire Site and perform in accordance with the  
158 plans and specifications set forth on EXHIBIT E and at no cost to the Village. The  
159 construction of the sanitary sewer system required hereunder shall be constructed so as to  
160 fully service the Project.

161 2. Subject to the provisions of Sections II. and Section IV. of this Agreement and upon  
162 completion of the sanitary sewage collection system serving the Site in accordance with  
163 the plans and specifications set forth on EXHIBIT E, Developer shall dedicate only that  
164 portion of the sanitary sewage collection system installed within the right of way or  
165 easement actually transferred to the Village. The Village reserves the right to limit, or  
166 condition or restrict the connection of private portions of newly installed sanitary sewage  
167 collection system to the existing Village sewage collection system, including but not  
168 limited to the manner described in footnote No. 1.<sup>4</sup>

169 3. The Village Board has no obligation to accept dedication of any component of any sewer  
170 improvements or to allow any improvements to be connected to the existing Village  
171 sewage collection system until the applicable components of the sanitary sewer have been  
172 installed in accordance with plans and specifications approved and accepted by the  
173 Village as set out in EXHIBIT E. At its sole expense, Developer shall clean and televise  
174 the sewer system prior to its connection to the Village sanitary sewer system and shall  
175 provide a written report and DVD copy of the televised inspection thereof.

176 4. No occupancy permits shall be processed or issued until the sanitary sewer collection  
177 system servicing the applicable Phase of the Site containing the Unit for which  
178 occupancy has been requested has been fully connected, and its public segment dedicated  
179 to and accepted by the Village.

<sup>4</sup> Sanitary Sewer shall be entirely private, except for -- complete information upon completion of civil engineering plans. [INSERT DETAILS OF INSPECTIONS PROCESS INVOLVING VH BUILDING INSPECTOR]

Formatted: Font: Bold

180 C. Water.

- 181 1. Developer shall, at its sole expense construct, install, furnish, and provide a completed  
182 system of water distribution throughout the entire Project, in accordance with the plans  
183 and specifications attached hereto as EXHIBIT E and including such provisions for  
184 connection to future development or expansion of the water system as deemed necessary  
185 by the Village. The construction of the private water mains and laterals to be connected to  
186 the municipal water system required hereunder shall be conducted so as to fully service  
187 the Project and in accordance with the manner described in footnote No. 2.<sup>5</sup>
- 188 2. Upon completion of the water system serving the Site in accordance with the plans and  
189 specifications set forth in EXHIBIT E, Developer shall dedicate, and the Village shall  
190 accept, such public segment of the water system, it deems appropriate. Connection to the  
191 Village's water system is subject to the terms of this Agreement.
- 192 3. The Village Board has no obligation to accept any component of the water distribution  
193 system until the relevant components of the water distribution system have been  
194 inspected by the Village Engineer and a designated DPW representative and determined  
195 to be installed in accordance with plans and specifications approved by the Village.
- 196 4. No occupancy permits shall be processed or issued until the water distribution system  
197 servicing the applicable Phase of the Site containing the Unit for which occupancy has  
198 been requested has been fully connected, and its public segment dedicated to and  
199 accepted by the Village.

200 All condominium units will be serviced by a private water main. The water meter pit, water  
201 mains, fire hydrants and services will be owned by the Condominium Association. The  
202 Village of Hartland will provide periodic maintenance for the fire hydrants and water meter  
203 pit if a Fire Hydrant and Water Meter Pit Maintenance Agreement attached as EXHIBIT L is  
204 agreed to. The Condominium Association shall be financially responsible for the cost, with  
205 respect to the private water system, of such maintenance and shall maintain and regularly  
206 fund a reserve account for that purpose and for any needed repairs, or work and components  
207 determined to be necessary by the Village of Hartland public works department needed to  
208 eliminate any deficiencies associated with water service to the Project.

- 209 5. Developer shall establish and deposit ~~\$2,000.00-????~~ in a condominium statutory reserve  
210 account for water and sewer maintenance within 10 days of the recording of this  
211 Agreement. **[ENOUGH FUNDS?]**

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

---

<sup>5</sup> The Water System within the Project shall be completely private, except for -- complete information upon completion of civil engineering plans. **[DESCRIBE DETAILS OF INSPECTION PROCESS INVOLVING VH BUILDING INSPECTION]**

Formatted: Font: Bold, Font color: Red

212 D. Storm/Surface Water System & Site Grading.

- 213 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for  
214 storm and surface water drainage servicing the Site in accordance with the plans and  
215 specifications set forth on EXHIBIT E.<sup>6</sup>
- 216 2. The Village Board shall not accept any dedication of the storm/surface water system.
- 217 3. Developer, the Condominium Association for the Site provided for in this Agreement  
218 shall be jointly and severally responsible for the maintenance of all detention and  
219 retention basins and private storm sewer as shown on **EXHIBITS F, F-1 and F-2** both  
220 before and after completion of said facilities. This includes the responsibility for  
221 routinely conducting all dredging and cleaning of detention and retention basins and  
222 private storm sewer to assure that they perform adequately. These responsibilities shall be  
223 contained in the Storm Water Management Facility Maintenance Agreements with  
224 respect to the Site in the form attached hereto as **EXHIBITS F-1 (Storm Water**  
225 **Management Agreement) and F-2 (Storm Water Facilities Plan)**. Developer may, at  
226 Developer's sole option, transfer its maintenance obligations for the detention and  
227 retention basins to the Condominium Association at any time after more than eighty-eight  
228 (88) condominium Units have been occupied and thereby may be released from all  
229 individual obligations under this paragraph provided the Condominium Association has  
230 been established and is functioning in the normal course of business and has reserves to  
231 meet such maintenance obligations.
- 232 4. Developer shall, at its sole expense, grade the Site in accordance with the final Overall  
233 Grading plans and specifications set forth on EXHIBIT E and footnote No. 6. Developer  
234 will be allowed to deviate from the Overall Grading plans upon completion of interim  
235 Site grading for the RESTORE DELETED TEXT?? (interior portions of individual  
236 condominium units. Developer shall be required to complete the elements of the  
237 Overall Grading plans related to surface water drainage for individual condominium  
238 units buildings and for the entirety of the Outlet and Right of Way areas prior to  
239 acceptance of the public road improvement by the Village. A lot building grading plan  
240 in compliance with the final Overall Grading plans and specifications shall be  
241 submitted by the Developer at the time of permitting for each individual condominium  
242 unit building to the Village Engineer and Building Inspector for their respective  
243 approval.) Project. Final grading for a particular building shall be implemented prior to  
244 the first occupancy of a condominium unit in that building.

245 E. Site Clearing/Restoration.

- 246 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree  
247 trunks, and shrubs, and all rubbish currently located on the Site in accordance with all  
248 applicable State, Federal and municipal codes and ordinances.

<sup>6</sup> [NEED TO ADD TIMING OF WORK I.E. PHASE 1 AND 2 AND PHASE 3 & 4]

Formatted: Font: Italic

Formatted: Font: Bold, Italic

Formatted: Font: Bold, Italic

Formatted: Font: Bold, Italic

Formatted: Font: Bold



- 250 2. Developer shall be responsible for compliance with all applicable provisions of Chapter  
251 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement  
252 of trees including, but not limited to submission of a tree protection plan and obtaining of  
253 a tree permit prior to start of work on the Site.<sup>7</sup>  
254 3. Developer shall not establish any private wells or septic systems on the Site.  
255

256 F. Landscaping and Erosion Control.

- 257 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and  
258 otherwise landscape the Site in strict compliance with the plans and specifications set  
259 forth on EXHIBIT E, and shall at all times remain in compliance with all applicable  
260 municipal and state erosion control restrictions and requirements. Developer shall  
261 complete required erosion control inspections and reports in accordance with the  
262 controlling erosion control permit standards. Developer shall be responsible for costs of  
263 periodic compliance inspections of erosion control facilities that will be conducted by the  
264 Village Engineer or his designee.
- 265 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)  
266 are washed out or otherwise rendered ineffective as determined by the Village Engineer  
267 or Building Inspector, Developer shall repair or replace said facilities within 48 hours of  
268 being so notified in writing by the Village Engineer or Building Inspector. If Developer  
269 fails to repair or replace said facilities within 48 hours of being so notified by the Village  
270 Engineer or Building Inspector the Village may, but is not required to, repair or replace  
271 such facilities and charge 125% percent of all costs incurred by the Village in so  
272 reinstalling said facilities to the Project. The Village may withdraw payment from any  
273 amounts refundable to Developer that the Village is holding pursuant to this Agreement.  
274 In the event the Village does not hold sufficient funds from which to withdraw payment  
275 and the Developer fails to pay an invoice from the Village for incurred costs within 30  
276 days, the Village shall provide a notice of a hearing no less than 7 working days' prior to  
277 imposing a special charge pursuant to Wis. Stat. § 66.0627.
- 278 3. Developer shall, simultaneous with the execution of this Agreement, provide the Village  
279 a temporary access easement to the Village in the form attached hereto and incorporated  
280 by reference as EXHIBIT G to permit repair or replacement of said facilities in the event  
281 of a default by Developer .  
282

283 G. Street Signs, Pavement Markings and Street Lights.

- 284 1. Developer shall provide and install (subject to Village approval) all signs and pavement  
285 markings as specified in EXHIBIT E.
- 286 2. Developer shall provide a public street [connection](#), private road and common area  
287 lighting plan as specified in EXHIBIT E and install streetlights for the public street as

---

<sup>7</sup> [\[Developer to decide what trees will be removed and show whether trees being planted satisfy Chap 90 requirements.\]](#)

Formatted: Font: Bold

288 specified in EXHIBIT E at no cost to the Village utilizing lights available from WE  
289 Energies as approved by the Village Engineer. Public streetlights shall become the  
290 property of the Sandhill Condominium Association. Thereafter, all repairs, maintenance,  
291 operation, including payment for electrical service, and replacement [all fixtures and its](#)  
292 [components](#) shall be the responsibility of and performed by Sandhill Condominium  
293 Association.

294 3. Public street lights shall be installed at the roadway connection to Lisbon Road.

295 ~~4.~~

296

297 H. Hazardous Substances.

298 Developer has no knowledge of, nor reason to believe that, any “hazardous substances” as  
299 defined in U.S.C. § 9601 or listed in Chapter 40 of the Code of Federal Regulations nor any  
300 petroleum, crude oil, natural gas or other petroleum product are currently present on the Site.  
301 If, during the course of carrying out its obligations under this Agreement, Developer acquires  
302 information indicating the possible existence of a hazardous substance or petroleum product  
303 on the Site, Developer shall immediately notify the Village Engineer or Village  
304 Administrator of this information and be responsible for appropriate removal and cleanup.  
305

306

306 I. Sidewalk/Pedestrian Pathways/Public Trails.

307 1. Developer shall provide, install and pave with asphalt all *pedestrian pathways*<sup>8</sup> servicing  
308 the condominium units, their owners and invitees, as well as the public within the Site  
309 that shall be made available as described in the next sentence and as specified in  
310 EXHIBIT E. Developer shall grant a permanent access easement to the general public for  
311 unrestricted passage and enjoyment of pedestrian pathways as described in EXHIBIT I –  
312 Public Access Easement.

313 2. Pedestrian pathways constructed or established by Developer shall be accessible by the  
314 general public. The maintenance and marking of all pedestrian pathways in a manner  
315 that meets standards prescribed by the Village from time to time shall be the  
316 responsibility of the Sandhill Condominium Association.

317 ~~3.~~

318

319 ~~J.~~ At the time of entry into this Agreement, Developer shall grant the Village and its agents or  
320 subcontractors a permanent easement to access said ~~public trails~~[public pedestrian pathways](#)  
321 and to repair/maintain them at the Village’s sole option in the event of default by the  
322 Condominium Association in the maintenance thereof, in the form attached hereto as  
323 EXHIBIT J. Any repair or maintenance performed by the Village hereunder shall be assessed  
324 against equally against all condominium unit property owners as a *special charge* pursuant to  
325 Wis. Stat. §. 66.0627 on condition that the village provides no less than a 7 working days’  
326 notice of a hearing prior to imposing a special charge.

---

<sup>8</sup> [This will describe the types of devices to be allowed on the pedestrian pathways in addition to pedestrians.](#)

327  
328 **J-** Street Trees and Landscaping Installation.  
329 —  
330 Upon application for a building permit for a given condominium unit, the Developer shall  
331 inform the Village Building Inspector of the scheduled timeframe for the installation of  
332 landscaping for that ~~###~~building. The Building Inspector shall not have any enforcement  
333 responsibilities in this regard since this shall be a matter solely between the Developer and  
334 the purchasers of the condominium units.

Formatted: Indent: Left: 0.25", No bullets or numbering

Formatted: Tab stops: 0.19", Left

Formatted: Level 2, Indent: Left: 0", Numbered + Level: 1  
+ Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left  
+ Aligned at: 0.25" + Indent at: 0.5"

335 K. As Built Drawings

336 Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the  
337 Project improvements described in this Section II including the final location and elevation  
338 of the various improvements as required by the Village Engineer and/or Public Works  
339 Department including, but not limited to and including any public or private roads, and any  
340 public or private sanitary sewer facilities, water facilities, storm water facilities,  
341 sidewalks/paths, street signs, street lights. Reproducible plans shall be provided on Mylar or  
342 another similar media acceptable to the Village Engineer and to the Department of Public  
343 Works together with an electronic file copy of said plans compatible with the Village’s GIS  
344 software prior to Village acceptance of dedication of the public street. Electronic plans  
345 provided hereunder shall include GPS locations for manholes, valves and other included  
346 items at a fixed location. **RESTORE: (Electronic plans provided hereunder shall also**  
347 **include size and species for all private road trees.)<sup>9</sup>**

Formatted: Font: Bold, Italic

348 Section III. Dedication.

349 A. Subject to all of the other provisions of this Agreement and EXHIBITS attached, Developer  
350 shall, without charge to the Village, upon completion of all public improvements on the Site  
351 described as such in the Final Condominium Plat and in accordance with all plans and  
352 specifications attached hereto as EXHIBITS unconditionally give, grant, convey and fully  
353 dedicate the same to the Village, its successors and assigns, forever, free and clear of all  
354 encumbrances whatever, together with, including, without limitation, all structures, mains,  
355 conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a  
356 part of such public improvements and together with general unspecified temporary easements  
357 for access thereto for repair, maintenance and replacement of same. Developer shall obtain  
358 title insurance to insure the transfer of ownership in portions of the Site that are dedicated to  
359 the Village. Developer shall also pay, when due, all transfer taxes that arise as a result from  
360 said dedications.

361  
362 B. Developer shall notify the Village, in writing when any public improvement described on the  
363 attached EXHIBITS is complete in accordance with the plans and specifications attached  
364 hereto as EXHIBITS. Within fourteen (14) days of the date of such notice, the Village  
365 Engineer and a DPW Department representative shall inspect and/or re-inspect as necessary  
366 any public improvements described in Developer’s notice and prepare and deliver to  
367 Developer a written punch list of repairs necessary to bring such public improvement into  
368 conformance with the applicable plans and specifications. Upon Developer’s written notice  
369 to the Village Engineer and DPW Department that all punch list repairs for any such public  
370 improvement are complete, and following satisfactory completion of any applicable re-  
371 inspection, the Village shall, subject to the re-inspection and approval of the Village

<sup>9</sup> Review VH Ordinances Chap. 90

372 Engineer and Village Administrator, by separate resolution, accept the dedication of such  
373 public improvements.

374  
375 C. Unless previously provided, simultaneous with the acceptance by the Village of any public  
376 sanitary sewer, water or storm/surface water improvement on the Site, Developer shall, at its  
377 sole expense, furnish one set of reproducible “as built” plans of such private and public  
378 improvements. Reproducible plans shall be provided on Mylar or another similar media  
379 acceptable to the Village Engineer and to the Department of Public Works together with an  
380 electronic file copy of said plans compatible with the Village’s GIS software prior to Village  
381 acceptance of dedication of public improvements under this Agreement. Electronic plans  
382 provided hereunder shall include GPS locations for manholes, inlets, valves and other  
383 structures.

384 Section IV. Building/Occupancy Permits.

385 A. The Village agrees to issue an “early start” building permit for two (2) duplex condominium  
386 buildings and two (2) double duplex condominium building, all in Phase 1 of the Project,  
387 upon execution of this Agreement, execution of the associated Developer’s Agreement and  
388 the payment of all fees by Developer associated therewith. Thereafter, no building permits  
389 will be processed or issued for the Site until the RESTORE: underlying utilities (including  
390 gas, electric, telephone, cable television, and any other installation that would otherwise  
391 require opening there- required asphalt surfaces, storm water drainage, water and sanitary  
392 sewer improvements are constructed, inspected (and re-inspected as necessary) and approved  
393 by the Village Engineer and DPW representative for the applicable Phase in which building  
394 permit(s) have been requested.

395  
396 B. The Village will have no obligation to process or to issue Occupancy Permits for any  
397 building until all utilities for the Phase of the Site for which an Occupancy Permit has been  
398 requested have been completed and all their public components, if any, dedicated and  
399 accepted by the Village (acceptance of which shall not be unreasonably delayed or deferred)  
400 and the first lift of asphalt for all private ~~and public~~ roads have been installed.

401 Section V. Miscellaneous Requirements and Provisions.

402 A. Survey Monuments. Developer agrees to properly place all survey or other monuments  
403 required by applicable state statute or municipal ordinance.

404  
405 B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and Sandhill  
406 Condominium Owner’s Association, as required below, a provision indicating that the use of  
407 water for purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am  
408 only or as otherwise directed by the Village of Hartland from time to time.

- 409
- 410 C. Condominium Declaration and Restrictions. Developer shall execute and record a
- 411 Condominium Declaration and Restrictions with respect to the Site in the form of EXHIBIT
- 412 K attached hereto. This Agreement shall not be recorded until both the Condominium
- 413 Declaration and Restrictions have been approved by the Village Staff and the [Sandhill](#)
- 414 Condominium Association has been incorporated and these documents have been recorded.
- 415
- 416 D. Grade. EXHIBIT E sets out maximum yard grade elevations that shall be required on the
- 417 Site. One set of an as-built version of EXHIBIT E shall be provided by the Developer, at its
- 418 sole expense, in a Mylar reproducible format and in electronic format compatible with the
- 419 Village's GIS software, to the Village prior to the dedication of the public road.
- 420
- 421 E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
- 422 services on the Site shall be buried underground in accordance with Chapter 50 of the
- 423 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
- 424 services shall be the responsibility of Developer.
- 425
- 426 F. Manner of Performance. Developer shall cause all construction called for by this Agreement
- 427 to be carried out and performed in a good and workmanlike manner. Developer shall
- 428 coordinate with the Village Engineer the holding of a pre-construction meeting before the
- 429 commencement of any work on the Project after the recording of this Agreement. Developer
- 430 shall compel all of its major contractors to have a representative in attendance and shall
- 431 distribute to them updated copies of Exhibit E prior to the holding of the pre-construction
- 432 meeting to enhance their participation in same.
- 433
- 434 G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
- 435 approvals from all governmental authorities with jurisdiction over the Site, including, but not
- 436 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
- 437 Commission, and Department of Natural Resources, when required prior to the start of
- 438 construction, demolition or hazardous waste abatement with respect to the applicable portion
- 439 of the Site work. Developer shall be solely responsible for paying, at the time of building
- 440 permit application, all applicable sewer or water connection fees pertaining to connection of
- 441 such utilities servicing the Project which are customarily and uniformly assessed.
- 442
- 443 H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and
- 444 storm sewer facilities as indicated on EXHIBIT E are approximate locations only. It is
- 445 Developer's sole responsibility to definitively locate all such Village facilities in the field,
- 446 and the Village bears no liability if any of said facilities are not located where indicated in
- 447 the documents described in this subsection.
- 448

449 I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to  
450 executing a contract for sale/purchase of a given condominium unit anticipated future  
451 expenses of buyer related to developer and lot owner obligations in this Agreement including  
452 payment of impact fees, connection charges, RSAC, potential Special Charges and other  
453 applicable items.<sup>10</sup>

454 Section VI. Time.

- 455 A. Provided that the Village grants approval to commence within fifteen (15) business days  
456 from the request by Developer and following the execution and RECORDING of this  
457 Agreement and its EXHIBITS, Developer shall complete the following aspects of said  
458 improvements on the Site for the Project, all in compliance with the requirements of this  
459 Agreement, on or before the following dates:
- 460 1. Installation of sanitary sewage collection and water distribution systems servicing the  
461 Site pursuant to EXHIBIT E on or before \_\_\_\_\_. [\[NEED DATES\]](#)
  - 462 2. Completion of storm/surface water drainage facilities servicing the Site as specified in  
463 EXHIBIT E on or before \_\_\_\_\_. [\[NEED DATES\]](#)
- 464
- 465 B. Except as set forth in subsection C below, time is of the essence as to all deadlines set  
466 forth in this section. Upon failure of Developer to meet one or more deadlines specified  
467 in this section with respect to the completion of any Public Improvement (and only Public  
468 Improvements) described herein, the Village may (but is not required to) complete that  
469 aspect of the Project and charge Developer 125 percent (125%) of the actual costs  
470 incurred by Village in so completing that aspect of the Project. Village may draw upon  
471 the security provided in this Agreement for the payment of said charges against  
472 Developer. In addition, Village may utilize Wis. Stat. § 66.0627 as a Special Charge to  
473 recover all costs incurred by the Village upon giving Developer 7 working days prior  
474 written notice to the following address: (1.) Sandhill of Hartland, LLC, W240 N1221  
475 Pewaukee Road, Waukesha WI 53188 (2.) [jim@siepmannrealty.com](mailto:jim@siepmannrealty.com);  
476 [john@siepmannrealty.com](mailto:john@siepmannrealty.com) and [ccaliendo@kingswayhomes.com](mailto:c caliendo@kingswayhomes.com).  
477
- 478 C. If delay in completion of any public improvements on the Site described in this Agreement is  
479 caused or contributed to by act, omission, misconduct or neglect of the Village or those  
480 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,  
481 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action  
482 of public utilities or of local, state or federal governments affecting the work or other causes  
483 beyond Developer's reasonable control, then the time of completion of such public  
484 improvements shall be extended for the additional time caused by such delay provided

---

<sup>10</sup> [This may be a better place to disclose the information described in this paragraph including profession sewer system maintenance charges.](#)

485 written notice is given to the Village Engineer within 48 hours of the occurrence of the cause  
486 for delay.



487 Section VII. Payment of Village Fees.

488 Developer agrees to provide to the Village the following:

- 489 1. Developer and Village acknowledge that the Village has caused a needs assessment study  
490 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an  
491 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and  
492 facilities. The Parties acknowledge that the ultimate occupants of the Site will likely  
493 utilize these Village services and facilities and that the impact fees imposed by Village  
494 Ordinances are necessary to pay for the capital costs of the facilities in order to  
495 accommodate land development. Accordingly, Developer represents and warrants that it  
496 will pay to the Village impact fees in the then current amount in accordance with the  
497 Village Code upon application for building permits.
- 498 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the  
499 Village, in cash or check, in the amount of \$ ???????????? at the time  
500 of execution of this Agreement. Developer shall be responsible for actual inspection  
501 costs and fees incurred by the Village which shall first be deducted from such deposit.
- 502 3. Developer shall, in cash or check, continue to maintain an escrow balance with the  
503 Village of Hartland through which the Village will reimburse itself for legal,  
504 administrative, engineering and fiscal expenses paid by the Village on behalf of the  
505 Project. From time to time during the development process, after said escrow deposit is  
506 diminished by expenses incurred or to be incurred by the Village, the Village may require  
507 additional funds to be deposited into the escrow, which additional funds shall be paid  
508 within 30 days after written demand.
- 509 4. Developer acknowledges that sanitary sewer service to the Site is subject to payment of  
510 both Connection Charges under Section 86-276 of the Village Code and Regional Sewer  
511 Availability Charges ("RSAC") under Section 86-277 of the Village Code of Ordinances  
512 as those sections and fees may be adjusted from time to time. Developer represents and  
513 warrants that it will pay to the Village of the then current Connection Charge and RSAC  
514 fee for each of the one hundred ten (110) condominium homesites on the Site upon  
515 application for building permits including connection to the sanitary sewer system.

516 Section VIII. Security for Payment and Performance of Developer's Obligations

517 A. Security Required. Prior to recording of this Agreement, Developer shall deliver or cause to  
518 be delivered to the Village acceptable security equal to one hundred twenty percent (120%)  
519 of the Village Engineer's cost estimate of: public and private portions of sanitary sewer,  
520 storm sewer, and municipal water improvements and public pedestrian pathways for Phases  
521 4-3 and 2-4 of Project as identified on the plans and specifications pertaining thereto (including  
522 erosion control provisions). Prior to commencing construction of any infrastructure  
523 improvements for Phases 3 and 4 of the Project, Developer shall deliver or cause to be  
524 delivered to the Village acceptable security equal to one hundred twenty percent (120%) of

525 the Village Engineer's cost estimate of: public and private portions of sanitary sewer, storm  
526 sewer, and municipal water improvements for Phases 3 and 4 of Project as identified on the  
527 plans and specifications pertaining thereto (including erosion control provisions).  
528

529 B. Form of Security. The Village Board in exercising its discretion and judgement to allow this  
530 Project to proceed under a Planned Unit Development implemented by a contract namely this  
531 Agreement, which it has no obligation to approve, has determined that the provisions of  
532 §236.13 (2) (1m.) (c.) of the Wisconsin Statutes do not adequately provide an expeditious  
533 means of procuring funds (due to the likelihood of litigation typically associated with the  
534 recovery of funds where a bond has been posted) to complete work needed to prevent the  
535 deterioration and associated nuisance that arises from a partially finished Project which can  
536 result in blight. Therefore, the security required hereunder shall be in (the form of an  
537 original, irrevocable letter of credit by a) banking institution with an office in southeast  
538 Wisconsin where the letter of credit is warranted to be paid if presented, the financial  
539 condition of which is acceptable to the Village, naming the Village as payee and expiring no  
540 sooner than twelve months, and being in a form acceptable to the Village Attorney. The  
541 amount of such security required shall be in the amount of \$[LEAVE BLANK] for all public  
542 and above listed work, materials and professional services needed to substantially complete  
543 the Project. The letter of Credit shall be reduced subject to the provisions of Section VIII.D.  
544 hereafter and when work secured hereby is completed.  
545

546 C. Maintenance of Security. Security as described in this Section shall be renewed in a form  
547 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be  
548 maintained as described below for a period of time expiring 14 months after the  
549 improvements for which the security is provided are substantially completed. NEEDS TO  
550 ENCOMPASS ENTIRE UTILITY SYSTEM  
551

552 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw  
553 upon such security for purposes of completion of Improvements provided for in this  
554 Agreement.  
555

556 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced  
557 as the improvements described in the Plat and the plans and specifications set forth on the  
558 attached EXHIBITS are completed and approved by the Village in accordance with the  
559 following procedure.

560 1. From time-to-time during the course of construction, Developer may request the Village  
561 Engineer to inspect the construction work completed to that date, and the Village  
562 Engineer, as agent of the Village, shall use his best efforts to make such inspection within  
563 seven (7) days after the request.

- 564 2. The request to inspect shall be accompanied by a certification prepared by Developer's  
565 engineer and stating the work completed, an estimate of the dollar value of the work  
566 completed to date of the request and since Developer's engineer's last certification and  
567 that the work has been completed in a good and workmanlike manner and in compliance  
568 with the Final Condominium Plat and applicable plans and specifications.
- 569 3. The request for inspection shall also be accompanied by a certification from Developer's  
570 engineer estimating the cost to complete the remaining balance of the improvements,  
571 with the estimated dollar value of the improvements completed and the estimated cost to  
572 complete the remaining improvements being on a form and presented in a manner  
573 reasonably acceptable to the Village Engineer.
- 574 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn  
575 contractor's statement and appropriate photocopies or originals of lien waivers showing  
576 that all work in place and for which a reduction in the security is requested has been fully  
577 paid for or that all mechanic's or other liens have been waived.
- 578 5. The Village Engineer shall approve a reduction in the Security provided the following are  
579 met:
- 580 i. Receipt of the required documentation from the Developer
  - 581 ii. Inspection by the Village Engineer
  - 582 iii. Certification by the Village Engineer to the Village and to the financial  
583 institution issuing any letter of credit:
    - 584 1. The dollar value of the work completed to the date of the request for  
585 inspection and since the last certification by the Village Engineer.
    - 586 2. That the work has been completed in a good and workmanlike manner  
587 and in compliance with the Final Condominium Plat and the applicable  
588 plans and specifications.
    - 589 3. That no mechanic's or other liens will attach to the Site or to any  
590 property of the Village as a result of the installation of the  
591 improvements.
    - 592 4. That Developer's engineer's or Village Engineer's estimate of the  
593 dollar value of the work completed and the cost to complete the  
594 remaining improvements are reasonable.
  - 595 iv. The balance remaining in the security is at least equal to one hundred percent  
596 (100%) of the cost to complete all the remaining public improvements plus ten  
597 percent (10%) per Wis. Stat. § 236.13 (2) (am) c. of the total cost of any  
598 completed public improvements.
- 599
- 600 E. Release of Security Upon Completion. Upon final completion of all of the improvements for  
601 all phases 1 through 4, the acceptance by the Village of the development and posting of any  
602 required warranty, the then remaining balance of the security shall be released and returned,

603 after first drawing upon the security for any fees and costs due and owing to the Village  
604 pursuant to all applicable ordinances and this Agreement.

605  
606 F. Return of Excess Proceeds After Default. In the event of default by Developer under this  
607 Agreement, if any of the security funds remain in the possession of the Village after all of the  
608 public and private improvements have been completed in a good and workmanlike manner  
609 and in accordance with the applicable Final Condominium Plat and applicable plans and  
610 specifications, all warranty or maintenance obligations satisfied and all fees, costs and  
611 expenses of the Village, including reasonable attorney's fees, engineering fees, consultant  
612 fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing  
613 liens thereon in paying for work completed prior to default are paid, or other costs incurred  
614 as a result of the default of Developer; then any remaining balance shall be paid to  
615 Developer, subject to any claim to said funds exerted by any financial institution issuing any  
616 letter of credit given as security.

617 Section IX. Guarantee of Improvements.

618 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer  
619 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and  
620 specifications and that the public and private improvements are and will remain in good and  
621 sound condition for and during a period of fourteen (14) months from the date of final  
622 ~~acceptance of dedication~~ completion of the last public/private improvement<sup>11</sup> in each phase 1  
623 through 4 by the Village in conformity with Wis. Stats. § 236.13(2)(am) 1.e.

624  
625 B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the  
626 Village that security be provided in the form of a letter of credit. Developer shall furnish to  
627 the Village, prior to final acceptance of dedication of the public improvements by the  
628 Village, guarantee security pursuant to §236.13 of the Wisconsin Statutes consisting of an  
629 original, irrevocable letter of credit issued by a banking institution, as described in Section  
630 VIII B. of this Agreement, acceptable to the Village Attorney, naming the Village as payee,  
631 expiring no sooner than fourteen months from the date of substantial completion of the  
632 covered improvements and equaling in the aggregate to ten percent (10%) of the total final  
633 cost of only the public improvements, which guarantee security will be retained by the  
634 Village for a period of fourteen (14) months after the substantial completion of the  
635 ~~improvements~~ last public/private improvement as described in footnote 11. in each phase 1  
636 through 4 as security for Developer's guarantee that the workmanship and materials  
637 furnished meet or exceed all state, federal and local requirements and specifications, and that  
638 the improvements are and will remain in good and sound condition for and during the

---

<sup>11</sup> This shall include all private sewer, private water, private roadways and private surface drainage elements of the condominium development for all phases 1 thru 4.

639 fourteen-month period from and after their acceptance. Separate letters of credit may be  
640 utilized because the time frame for the acceptance of each type of improvement may be  
641 different.

642  
643 C. Obligation to Repair. With respect to all public and private improvements described herein,  
644 Developer shall make or cause to be made, at its own expense, any and all repairs which may  
645 become necessary under and by virtue of Developer's guarantee and shall leave the  
646 improvements in good and sound condition, satisfactory to the Village and Village Engineer  
647 at the expiration of the guarantee period; provided, however, Developer's obligation to repair  
648 shall not extend to repairs necessitated by or related to any act, omission, neglect or  
649 misconduct of the Village, its agents, employees or contractors (and the guarantee security  
650 may not be drawn against in such instances).

651  
652 D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the  
653 professional opinion of the Village Engineer, require any repairs or replacements which in  
654 his judgment are necessitated for example, by reason of settlement of foundation, structure or  
655 backfill, or other defective workmanship or materials, Developer shall, upon written  
656 notification by the Village Engineer of the necessity for such repairs, make such repairs, at its  
657 own cost and expense. Should Developer fail to make such repairs within a reasonable time  
658 after written notice has been sent as provided herein, or fail to start work within fourteen (14)  
659 calendar days after such written notice, weather permitting, the Village may cause such work  
660 to be done, but has no obligation to do so, either by contract or otherwise, and the Village  
661 may draw upon said guarantee security to pay any costs or expenses incurred in connection  
662 with such repairs or replacements. Should the cost or expense incurred by the Village in  
663 repairing or replacing any portion of the improvements covered by this guarantee exceed the  
664 amount of the guarantee security, the Developer shall, within thirty (30) days of being  
665 invoiced by the Village, pay 125 percent of any excess cost or expense actually incurred in  
666 the correction process.

667  
668 E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until  
669 such time as they are accepted by the Village in dedication. This maintenance shall include  
670 routine maintenance, such as dust suppression, crack filling, roadway patching and the like.  
671 In cases where emergency maintenance is required, such as sewer blockages, the Village  
672 retains the right to complete the required emergency maintenance in a timely fashion and bill  
673 Developer for all actual associated costs. The Village shall not be responsible for snow  
674 removal prior to acceptance of the public road improvements except as set forth in subsection  
675 II. A. 2 unless mutually agreed in writing signed by both parties hereto to the contrary. All  
676 improvements shall be maintained so they conform to the applicable plans and specifications  
677 attached as EXHIBIT E to this Agreement and with respect to the public improvements, at  
678 the time of their acceptance by the Village.

679 Section X. Method of Improvement.

680 Developer hereby agrees to engage contractors for all work included in this Agreement who are  
681 qualified to perform the work. Developer further agrees to use materials and make the various  
682 installations in accordance with the applicable plans, specifications and sequence stated therein  
683 made a part of this Agreement by EXHIBIT E and including those standard specifications as the  
684 Village Board or its Commissions may have adopted and published prior to the date of this  
685 Agreement.

686 Section XI. Zoning.  
687 The Village does not guarantee or warrant that the subject lands of this Agreement will not at  
688 some later date be rezoned, nor does the Village herewith agree to rezone the lands into a  
689 different zoning district.

690 Section XII. Indemnification and Insurance. **[REVIEW]**

Formatted: Font: Bold

691 A. Indemnification.

692 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement  
693 or documents incorporated herein by reference, Developer shall INDEMNIFY AND  
694 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND  
695 the same from and against any and all liability, claims, loss damages, interest, actions,  
696 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise  
697 in the course of out of, or as a result of the performance, mis-performance, or  
698 nonperformance of Developer's obligations under this Agreement or the negligent  
699 construction or operation of public improvements covered thereby until the dedication of  
700 said public improvements is accepted by the Village and after the dedication of said  
701 improvements only if the occurrence giving rise to the claim predates the dedication.

702 2. In every case where judgment is recovered against the Village if notice and opportunity  
703 to defend has been given to the Developer of the pendency of the suit within ten (10)  
704 days after service of the summons and complaint on the Village, the judgment shall be  
705 conclusive upon the Developer not only as to the amount of damages, but also as to its  
706 liability to the Village.

707 B. Insurance. Developer and/or Developer's contractors shall maintain at all times, until the  
708 acceptance by the Village of all public improvements' insurance with minimum limits and  
709 coverage as shown below:

710 1. For Developer's contractors and others working on the Site, Worker's Compensation,  
711 including Occupational Disease, Insurance meeting the statutory requirements of the  
712 State of Wisconsin, and Employer's Liability insurance in an amount of at least Five  
713 Hundred Thousand Dollars (\$500,000.00).

714 2. For Developer and Developer's contractors, Comprehensive Liability Insurance  
715 providing limits for bodily injury and personal injury of One Million Dollars  
716 (\$1,000,000.00) combined single limit. The policy must include the Village and its  
717 agents, officers and employees as "additional insured" and provide premises, operations,  
718 elevators, damage, blanket contractual covering indemnities within contract documents,  
719 products and completed operations coverage and be endorsed as "primary and non -  
720 contributory" to any insurance of the additional insured, except from their sole  
721 negligence.

722 3. For Developer's contractors and others working on the Site, Comprehensive Automobile  
723 Liability Insurance, on occurrence basis, covering all owned, non-owned and hired  
724 vehicles with limits of liability equal to those set forth in paragraph B.2. above.

725 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to  
726 commencement of construction or Site preparation activities, evidence of the issuance of  
727 policies covering the above recited insurance requirements in the form of a Declaration  
728 referencing all applicable policies along with endorsements referencing the policy numbers  
729 of the applicable policies and signed by an authorized person. **An ACORD 25 certificate**  
730 **shall not be acceptable.** All endorsements to those policies must state that notice of any  
731 material change in coverage or nonrenewal or cancellation will be provided to the Village not  
732 less than thirty (30) days prior to the effective date of any such change, nonrenewal or  
733 cancellation. All endorsements shall name the Village of Hartland, its officers, employees  
734 and agents as an additional insured. The form of the endorsement of insurance will be subject  
735 to the approval of the Village attorney, prior to commencement of construction or Site  
736 preparation activities, which shall not be unreasonably withheld. [\[REVIEW\]](#)

737 D. No Limit on Liability. It is understood and agreed that the insurance coverage and limits  
738 required above shall not limit the extent of Developer's responsibilities and liabilities  
739 pursuant to this Agreement or imposed by law.

740 Section XIII. Agreement for Benefit of Purchasers and Public.

741 Developer agrees that in addition to the Village's rights herein, the purchaser of any interest in a  
742 unit ("Purchaser") or interest therein in the Project and the Condominium Association  
743 ("Association") for the Site and the Public shall be third-party beneficiaries. In the case of any  
744 Purchaser, this section is for the purpose of ensuring that condominium units are ultimately made  
745 available for purchase in full accordance with the terms of this Agreement. In the case of the  
746 Association, this section is for the purpose of protecting the rights of the unit owners and proper  
747 transfer to it of the rights and obligations provided for in this Agreement. In the case of the  
748 Public, this section is for the full use and enjoyment of the Public easements under the  
749 Agreement. Therefore, to the extent needed to protect such third-party beneficiaries, this  
750 Agreement shall survive the completion of the Project by the Developer and the transfer of all  
751 interests by Developer.

752 Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly  
753 understood and agreed that any or all of the provisions of this Agreement may be amended,  
754 modified, waived, and/or annulled by written agreement by and between the Developer and the  
755 Village alone, without any requirement that the Purchaser or owner of any interest in a unit in the  
756 Condominiums, join in or consent to same.

757 Section XIV. General Conditions and Regulations.

758 All the provisions of the Village ordinances relating to the development of land through the use  
759 of a Final Condominium Plat, are incorporated herein by reference, and all such provisions shall  
760 bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein.  
761 This Agreement and all work and improvements required hereunder shall be performed and  
762 carried out in strict accordance with and subject to the provisions of said ordinances and this



763 Agreement. This Agreement shall not be deemed to modify or suspend any provisions of the  
764 Village Ordinances (now existing or as subsequently amended) relating to the development or  
765 use of land. All such provisions shall apply to the Project in accordance with applicable law.

766 Section XV. Assignment.

767 Developer shall not assign this Agreement without the prior written consent of the Village.

768 Section XVI. Amendments.

769 The Village Board and Developer, by mutual consent, may amend this Agreement at any  
770 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,  
771 be obligated to consider consenting to an amendment until after first having received a  
772 recommendation from the Village Plan Commission.

773 Section XVII. Exculpation of Village Elected Officials in Personal Capacity.

774 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of  
775 the Village of Hartland, entered into and are signatory to this Agreement solely in their official  
776 capacity and not individually, and shall have no personal liability or responsibility hereunder;  
777 and personal liability as may otherwise exist, being expressly released and/or waived.

778 Section XVIII. Miscellaneous Provisions.

779 A. This Agreement may be executed in one or more counterparts, each of which shall be  
780 deemed an original but all of which together shall constitute one and the same instrument.

781  
782 B. This Agreement is the complete and entire agreement of the parties with respect to the  
783 matters covered by this Agreement, and it shall supersede all prior agreements to the  
784 contrary. No agreements, promises, or representations made during or in connection with  
785 the negotiations for or approval of this Agreement shall be binding or effective unless  
786 they are included herein. This Agreement may be introduced into evidence by any party  
787 without objection in any action to enforce the terms of this Agreement. No modification  
788 of this Agreement shall be binding unless in writing and signed by Developer and  
789 Village.

790  
791 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation  
792 by all parties and that all parties together shall be construed to be the drafter hereof and  
793 this Agreement shall not be construed against any party individually as drafter.

794  
795 D. Legal Relationship. Nothing in this Agreement shall be construed to create an  
796 employer/employee relationship, joint employer, a joint venture or partnership  
797 relationship, or a principal/agent relationship.

798 E. Survival. All agreements, representations, or warranties made herein shall survive the  
799 execution of this Agreement and the making of the grants hereunder and additionally  
800 stated in Section XIII. This Agreement shall be binding upon the Parties, their respective  
801 successors and assigns.

802  
803 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds  
804 for Waukesha County.

805  
806 G. Easements. Developer shall provide documentation satisfactory to the Village that it has  
807 legal power and authority to grant all easements required under this Agreement.

808 IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed  
809 by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original  
810 counter-parts the day and year first above written.

SANDHILL OF HARTLAND, LLC

By: \_\_\_\_\_

VILLAGE OF HARTLAND

By: \_\_\_\_\_  
\_\_\_\_\_, Village President

Attest: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

[NOTARY STATEMENTS FOLLOW]

811



SCHEDULE OF EXHIBITS

<b>EXHIBIT A</b>	<b><i>Certified Survey Map - Legal Description</i></b>
<b>EXHIBIT B</b>	<b><i>Site Plan</i></b>
<b>EXHIBIT C</b>	<b><i>Zoning</i></b>
<b>EXHIBIT D</b>	<b><i>Final Condominium Plat</i></b>
<b>EXHIBIT E</b>	<b><i>Plans and Specifications</i></b>
<b>EXHIBIT F-1</b>	<b><i>Storm Water Management Plan Easement</i></b>
<b>EXHIBIT F-2</b>	<b><i>Storm Water Management Facility Maintenance Agreement for Sandhill of Hartland</i></b>
<b>EXHIBIT G</b>	<b><i>Temporary Access Easement</i></b>
<b>EXHIBIT H</b>	<b><i>INTENTIONALLY DELETED</i></b>
<b>EXHIBIT I</b>	<b><i>Public Access Easement</i></b>
<b>EXHIBIT J</b>	<b><i>Permanent Access/Maintenance Easement</i></b>
<b>EXHIBIT K</b>	<b><i>Condominium Declarations and Restrictions</i></b>
<b>EXHIBIT L</b>	<b><i>Fire Hydrant and Water Meter Pit Maintenance Agreement</i></b>
<b>EXHIBIT M</b>	<b><i>Condominium Building Renderings</i></b>