

**SUBDIVISION DEVELOPMENT AGREEMENT
FOREST RIDGE**

THIS AGREEMENT, made this ____ day of _____, 20____, between DeWitt Development, LLC, hereinafter called "Subdivider", and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called "Village".

WHEREAS, Subdivider is the owner of approximately 39.65-acres of land in the Village, said land being referred to as "Forest Ridge" described as:

All of Lot 3 and Part of Lot 2, Certified Survey Map No. 3963, being located in the Southwest ¼ of the Southeast ¼ and Part of the Northwest ¼ of the Southeast ¼ of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

WHEREAS, Subdivider desires to subdivide and develop said lands;

WHEREAS, said lands are presently zoned or planned to be zoned as **RS-2 | Single-Family Residential (Traditional)** which permits the above development; and

WHEREAS, the Plan Commission has recommended to the Village Board that the proposed subdivision of the above-described lands be given final approval when the final plat thereof has been presented to the Village Board on the condition that the Subdivider enter into an agreement with the Village relative to the manner and method by which said lands are to be developed; and

WHEREAS, the Subdivider agrees to develop said land as herein described in accordance with this Agreement and in accordance with all of the ordinances and regulations of the Village of Harrison; and

WHEREAS, the Subdivider assures the Village and shall on the plat acknowledge:

"The owner/subdivider has no notice or knowledge of any environmental problems (the existence of hazardous or toxic substances) of any sort on the property being transferred. The owner/subdivider understands that it will pay for any costs to remediate any environmental problems encountered during construction of any of the public improvements required by the Village on the plat in the Subdivider's Agreement. The owner/subdivider understand that they shall be individually responsible for any environmental problems found on the land, transferred to the Village on the Plat of Survey or Certified Survey Map during the construction of roads or other dedications and agree to hold the Village harmless until construction, installation or grading is complete."; and

WHEREAS, the Village and Subdivider agree that the required dedications for surface water drainage and detention shall be dedicated with the plat acceptance, but shall be constructed by the Subdivider as specified. Security for performance of the construction shall be secured by letter of credit or escrow. Security for performance shall not be released in full or in part, at the discretion of the Village, until performance is complete and sufficient development of the subdivision has occurred to satisfy the Village that further development related impairment or damage of surface water structures will not occur.

NOW, THEREFORE, in consideration of the forgoing recitals (which are incorporated by reference into this Agreement as if fully set forth herein) and in consideration of granting of approval of a final plat for **Forest Ridge** the development thereof by the Village Board, the Subdivider does hereby agree to subdivide and develop said lands as follows:

SECTION 1 – IMPROVEMENTS

All public improvements shown on the final plat, referenced herein this Agreement, or otherwise required by State law or Village ordinances shall be in accordance with the Village of Harrison Standards and

Specifications as established in the *Standard Specifications Manual*, Harrison Utilities *Standard Specification for Sanitary Sewer and Water Main Construction*, the Land Division Ordinance, and all other ordinances for the Village of Harrison. All plans and specifications for the public improvements shall require approval from the Village Engineer, Harrison Utilities Engineer, and Public Works Department prior to proceeding with construction.

A. ROADS AND STREETS The **Subdivider** hereby agrees:

To furnish, construct, grade and surface all roads and streets in the subdivision, all in accordance with the timelines set forth herein, in accordance with the inspection and acceptance procedures set forth herein and in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village.

All street construction, including but not limited to, sanitary sewer, watermain, storm sewer and associated laterals, subgrade, gravel base, and 1½" temporary asphalt binder shall be inspected by the Village, or their designee, in accordance with Section I, below.

Once the Village standards have been met, Village Staff will take action respectively, to temporarily accept roads. Temporary acceptance of a gravel road may only occur after the subgrade, gravel, and 1½" temporary asphalt binder has been installed and inspected by the Village, all utilities (sanitary sewer, water, storm sewer, gas, electric, cable/phone, etc.) have been installed, and all terraces and primary drainage swales and ditches have been graded, seeded, and mulched and inspected by the Village. Once approved, the roads will sit for a period not less than two (2) freeze/thaw cycles but no more than three (3) years.

During the specified time period, the mountable curb and gutter shall be installed, the 4-inch asphalt paving completed, and trails installed. The Subdivider shall be responsible for the construction of the mountable curb and gutter, asphalt paving, and sidewalk/aprons and trail construction around the stormwater detention pond, at which time final acceptance may be granted by the Village Board.

Sidewalks/aprons shall be installed where required by the Village on a per lot basis, however prior to final acceptance the subdivider shall install any remaining required sidewalks on lots that have not been sold to date.

All costs for construction of the curb and gutter, asphalt paving, sidewalks/aprons and trails shall be held in escrow, or guaranteed in the form of a Performance Bond, Letter of Credit, or Cash Escrow, payable to the Village of Harrison, the form of which must approved by the Village in its reasonable discretion.

Any variation to the proposed schedule of the improvements as set forth in the contract below may be extended where requests are made by the Subdivider for construction during periods within the determination of the Public Works Department and the Village's Engineer, require

extension of time periods to assure the Village that the improvements will not suffer from premature degeneration as a result of said construction.

For new utility or street construction between November 15th and May 1st, there will be an additional warranty period of three years beginning from the acceptance of the “gravel road”. Such warranty shall apply to all improvements in case of failure. Such warranty shall be in the form of a Performance Bond, Letter of Credit or Cash Escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair defects in the roadway. Repair of such defects shall be determined by the Public Works Department.

The schedule for construction shall be as follows:

Timeframe Record	
Subdivision	Forest Ridge
Final Plat Approval	August 2025
Sanitary, Water, and Storm Sewers	Fall 2025
Utilities (Gas, Electric, Phone, Cable, etc.)	Fall 2025/Winter 2026
Grade & Gravel	Spring 2026
Terraces	Summer 2028
1½” Temporary Asphalt Binder	Spring 2028
Concrete Mountable Curb & Gutter	Spring 2028
4” Asphalt Pavement	Summer 2028
Sidewalks/Trails	Summer 2028

B. CURB AND GUTTER The **Subdivider** hereby agrees:

1. To furnish, construct and install curb and gutter in accordance with the Village Code, Village policies, and the plat, plans, specifications and drawings attached hereto as Exhibit “A” and to complete said installation as set forth in the schedule above.

C. SIDEWALKS/APRONS The **Subdivider** hereby agrees:

1. To furnish, construct and install concrete sidewalks/aprons in accordance with the Village Code, Village policies, and the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above. Sidewalks are to be constructed on the northside of Marie Drive, southside of Decker Way and northside of Forest Run. If a lot does not have a house constructed at final acceptance of the roadway, the homeowner should be responsible for the construction of the sidewalk/apron.

Subdivider shall extend sidewalk from Marie Drive north along the west side of Outlot 1 to connect into the recreational trail to be constructed along Old Highway Road. Subdivider shall also install sidewalk along the lots fronting North Shore Road including Lot 37, 38, and 65.

D. TRAILS The **Subdivider** hereby agrees:

1. To furnish, construct and install a graveled, 8-foot trail surrounding the stormwater detention pond with terminus on Decker Way within Outlot 2 in accordance with the plat,

plans, specifications and drawings and to complete said installation as set forth in the schedule above. Location of such trail to be approved by the Village.

E. SANITARY SEWER The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as per the requirements of Harrison Utilities and the Standard Specifications Manual for the Village of Harrison.*
2. To install separate sanitary sewer laterals twelve (12') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.
3. The sanitary sewer system will not be accepted until the sanitary sewers have been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as approved by *Harrison Utilities* and the Village's Engineer.

F. WATER The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide a complete water distribution system throughout the entire subdivision, all in accordance with the plat, plans, specifications and drawings *as per the requirements of Harrison Utilities and the Standard Specifications Manual* for the Village of Harrison.
2. To install separate water laterals twelve (12') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.
3. The water distribution system will not be accepted until the water distribution system has been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by the *Harrison Utilities* and the Village's Engineer.

G. SURFACE WATER DRAINAGE The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and the Wisconsin Department of Natural Resources (WDNR) Post-Construction Performance Standards.
2. All stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by an on-site inspector designated by the Village, before acceptance by the Village.
3. To install separate storm sewer laterals six (6') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.

4. The Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village's specifications and the Subdivider's plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

H. EROSION CONTROL The **Subdivider** hereby agrees:

1. To install silt fence at the right-of-way line or install erosion matting within the right-of-way along all streets in the **FINAL** plat prior to acceptance of the street(s) in a graveled state. Silt fence or erosion matting to be installed in accordance with the WDNR Technical Standards.
2. Maintain silt fence along the right-of-way line until all land disturbances have been stabilized in accordance with WDNR Technical Standards until final acceptance.
3. Maintain all other erosion control practices for stormwater management facilities, environmental protections, etc., in accordance with WDNR Technical Standards.

I. GRADING The **Subdivider** hereby agrees:

1. To complete rough and fine grading along all primary drainage swales and ditches in the subdivision all in accordance with **FINAL** plat, plans specifications and drawings approved by the Village.
2. To complete rough grading along all property lines to the design grade.
3. To seed and establish a vegetative cover over all disturbed areas.

J. LANDSCAPING RESTORATION The **Subdivider** hereby agrees:

1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, easements, drainageways, building foundations sites, private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. To provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer and mulch for terrace areas in order to provide permanent growth of grass prior to acceptance of the street(s) in a graveled state.
4. To provide a growth of grass and warranty for washouts or other destruction of the drainage plan structures.

K. LANDSCAPE BERMS

None

L. INSPECTIONS The **Subdivider hereby agrees:**

1. To allow for the Village, or a third party selected by the Village, to inspect all improvements for the purpose of ensuring compliance with the *Standard Specifications Manual and Harrison Utilities* for the Village of Harrison.
2. To pay for all costs associated with the inspection of improvements within the subdivision development. Cost of Village inspections to be billed at the following rates: \$52 per hour for Engineering Technician (Field Inspector), \$59 per hour for Public Works Lead Foreman, and \$69 per hour for Operator, plus actual costs for incidental items, such as equipment, mileage, etc.
3. Cost of third-party inspectors for Harrison Utilities and the Village of Harrison to be billed at actual costs to the Village

M. PAYMENT IN LIEU OF PARKLAND The **Subdivider hereby agrees:**

1. Subdivider shall deed Lot 1 to the Village in lieu of making a payment for parkland.

N. STREET LIGHTS The **Subdivider hereby agrees:**

1. Subdivider shall install light fixture at intersection of Marie Drive and Northshore Road and Forest Run and Northshore Road. Electrical costs and future maintenance shall be the responsibility of Village of Harrison.

O. STREET/TRAFFIC SIGNS The **Subdivider hereby agrees:**

Street/traffic signs shall be installed by the Village, at the Subdivider's sole expense at an estimated amount of \$1,000.

P. WETLANDS

No sale of Lots 8, 31, 60 until these wetland issues are remediated and documentation is provided to the Village.

Q. NORTH SHORE ROAD REPAVEMENT

Subdivider shall mill 3 inches of asphalt off North Shore Road after all construction is completed and repave with 3 inches of asphalt from Lot 37 north to the right of way line of the Old Highway Road. If, however, Subdivider routes 100% of all construction-related traffic, including but not limited to all Developer-owned vehicles, all sub-contractor-owned vehicles, and all purchaser-affiliated construction vehicles to a temporary-access route so that none of said traffic uses North Shore Rd. to access the construction site, and if Developer signs an affidavit following construction confirming said fact, subject to the Village's confirmation of said fact, Developer may be excused by the Village from its responsibility to mill and repave under this paragraph. The Village shall take before construction photos/videos which will be used to document the current condition of the roadway.

SECTION II – MISCELLANEOUS REQUIREMENTS

- A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute and ordinance.
- B. Grade. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner, the final signed plan set showing the finished grade at each lot corner and will provide individual home grades as construction commences.
- C. Plans. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner all plans and specifications identified in the Land Division Ordinance of the Village of Harrison.
- D. Compliance with Ordinances and Statutes. The Subdivider hereby agrees to comply with the requirements and provisions of all Village ordinances and state statutes.
- E. Record Drawings. The Subdivider agrees to provide the Village with grade sheets, asphalt mix records, and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the Village of Harrison Standard Specifications.
- F. Locations for Laterals or Other Improvements. If locates are necessary for any reason prior to final acceptance, the Subdivider shall either provide adequate record drawings to the Village or the Subdivider shall provide the field locates of utilities (such as laterals).

SECTION III – PUBLIC IMPROVEMENT GUARANTEE

- A. The Village will not sign the final plat until such improvement is guaranteed as listed in A(1).
 - 1. The Subdivider shall provide a performance bond, irrevocable letter of credit, or cash escrow, together referred to as Financial Guarantee, of which the Village can draw from, for an amount equal to one hundred twenty percent (120%) of the cost of furnishing, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs, inspection, and shall be subject to final approval by the Village. (Improvements are described in this contract in Section 1 – Part, A, B, C, D, E, F, G, H, I, J, K, L, M & N hereof) The improvements shall be guaranteed prior to the Village approving the final plat.

The Subdivider shall notify the Village a minimum of ninety (90) days prior to the expiration of the Financial Guarantee. The Subdivider shall cause the Financial Guarantee to automatically renew year after year until released fully by the Village. Failure to notify the Village in writing that the Financial Guarantee will expire will be deemed a violation of this Agreement and the Village Board shall have the authority to draw upon the Financial Guarantee at any time.

The amount of the public improvements(Paving by Northeast Asphalt and Curb/gutter by Al Dix Concrete), **as provided by the Subdivider's engineer**, is \$457,775.

- B. The Subdivider shall furnish, construct, install, stake, inspect and test the improvement. The improvement shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.
- C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of two (2) years [or three (3) years if winter construction is utilized] from the date the final course of asphalt has been laid and shall pay for any damages resulting therefrom to Village property. The warranty shall be in the form of a letter of credit, or cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair such defect. Repair of such defect shall be determined by the Public Works Department.
- D. As improvements required by this Agreement are completed, approved and accepted by the Village, the Subdivider may request a reduction of the public improvement guarantee based upon a demonstration that there exists no necessity for a guarantee in the full amount as originally required. Reductions in the amount of the public improvement guarantee shall be solely within the discretion of the Village Board and shall be made only upon recommendation by the Public Works Department and Village Engineer.
- E. That the public improvement guarantee provided hereunder shall in all respects require compliance with the land division ordinance and particularly the performance guarantee as required by Article IV entitled "Development Agreements".

SECTION IV – BUILDING PERMITS

- A. The Village will not allow building permits to be issued to any person in the said subdivision until all improvements required herein have been temporary accepted. The Village will perform no repair, maintenance or snow plowing upon said improvements until final acceptance of the roadways by the Village.
- B. Building permits may be issued by the Village upon all outstanding inspection and plan review fees or charges being paid and dedication acceptance and verification by the Village that the provisions of this Agreement have been complied with.
- C. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat, provided that the Subdivider has filed a sufficient Financial Guarantee with the Village to cover the cost of remaining items. Should the Subdivider fail to complete any items pursuant to the terms of the contract by the date set forth herein, the Village shall have the right through the Financial Guarantee provided by the Subdivider to complete the said improvement and the Village shall have unrestricted access to the Subdivider's land for said purpose.
- D. Further, in the event that during the construction of the improvements specified herein, it is determined by the Public Works Department, or Village's Engineer, that the

Subdivider and/or its subcontractors installing said improvements have created a situation that is hazardous to the public and requires guarding improvement or repair, the Village may access the Subdivider's property for the purpose of making said repairs and any costs associated with the maintenance of roadways, filling of holes, removal of obstructions or other necessary work may be charged against the cash escrow or irrevocable letter of credit. The Public Works Department shall make an effort to notify the Subdivider of the situation. The Public Works Department and the Engineer in their judgment may determine the necessity of the repairs are urgent in nature and complete those repairs without notice to the Subdivider.

SECTION V – AMENDMENTS

The Village Board and Subdivider by mutual consent may amend this Agreement at any regularly scheduled meeting of the Village Board of the Village of Harrison. The Village Board shall not, however, consent to an amendment until after having first received a recommendation from the Public Works Department and/or the Village's Engineer.

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SUBDIVIDER

IN WITNESS WHEREOF, the Subdivider has caused this Agreement to be signed this _____ day of _____, 20__.

DEWITT DEVELOPMENT, LLC

BY: _____

Print Name: _____

Title: _____

BY: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20__, the above named _____ and _____, to me known to be the persons who executed the foregoing instrument.

Notary Public-State of Wisconsin
My Comm. Exp. _____

VILLAGE OF HARRISON

Adopted by the Village Board of the Village of Harrison this _____ day of _____, 20__.

VILLAGE OF HARRISON

By: _____
Scott Handschke, Village President

Attest: _____
Meghan Winkler, Village Clerk

EXHIBIT A

Final Plat (Plans, and Drawings to be added after approved by Village).

EXHIBIT B

Financial Guarantee. (To be added after agreement is approved by the Village Board)

EXHIBIT C

Final Acceptance Checklist



COMMERCIAL AND RESIDENTIAL SUBDIVISION FINAL ACCEPTANCE APPLICATION AND CHECKLIST

Owner/Applicant

Name: _____
 Company: _____
 Address: _____
 City/St/Zip: _____
 Telephone: _____
 Email: _____

Property Information

Project Name: _____
 Site Address: _____
 Parcel No.(s): _____
 Project Acres: _____

The following applicable information must be submitted to the Village Planner, Village of Harrison, W5298 State Hwy 114, Harrison, WI 54952 at the end of construction and **prior** to any formal action by the Village to approve acceptance of the utilities and individual lot sales.

☐ **Subdivision Final Checklist** – Include a copy of this checklist and all required documents described below with the checklist submittal. Submit to Village of Harrison, Village Planner, W5298 State Highway 114, Harrison, WI 54952

☐ **Certificate of Completion** – The Engineer of Record shall submit a statement certifying that “All improvements and installations have been completed in accordance with the approved construction documents dated _____ and Village Specifications.”

☐ **Record Drawings (As-Builts) and Final Plat** – Record drawings shall be submitted to the Village Planning and Development department for review and approval. Once received, the Village Planning staff will review with the Department of Public Works staff. All punch-list work items of deficiencies shall be completed/corrected before the Village will sign off.

☐ **Detention Basin As-Built Survey** - Developer shall have an as-built survey conducted for any stormwater detention basin included in the project. Geotechnical reports of soil conditions during basin construction shall be provided.

☐ **Lots Monumented** – A licensed surveyor shall furnish a certification letter that all Monuments have been placed on each corner angle point, and at the beginning and end of all curved segments of each lot or parcel. Developer shall also provide top of foundation elevations to the Village of Harrison as new homes are being built.

☐ **Final Inspection** – A final inspection of the development **will not be scheduled until** all documents are submitted as outlined above. Contact the Operations Manager of the Department of Public Works at 920-989-1062 x 6 to schedule the final inspection. DPW shall include the Planning and Development staff as needed on the final inspection. The Department of Public Works should notify the Planning Department when final inspection is complete. Any final corrections or deficiencies must be completed

before approval of the Final Plat will be considered. The Developer may be charged for each additional inspection after two that may be required. The Developer shall provide a completed final inspection (completing all punch list items) form from the De with this application submittal.

☐ **Harrison Utilities or Darboy Sanitary District Final Inspections** – shall be conducted on all water and sewer systems according to the Utilities standard specifications. To schedule an inspection with Harrison Utilities, contact Tom Van Zeeland, Lead Systems Operator at 920-850-6864 and for Darboy Sanitary District contact Pat Hennessey, Utilities Superintendent at 920-788-6048. Utilities will require developer to provide the following Test Reports: Manhole Test, TV Test, Bacteriological Test, Valve and Hydrant Test, Water Pressure Test, Low air pressure test, and others at determined by the utility prior to sign-off. Developer shall provide a completed final inspection (completing all punch list items) from the respective Utility with this application submittal.

☐ **Lien Waivers and Final Costs/Quantities** - Provide copies of lien waivers and final costs/quantities as generated by the contractor(s) on this project.

☐ **Final Plat Approval** – Provide one original signed of the Approved Final Plat drawings. Village signatures will sign-off and provide the original back to the developer for recording purposes.

☐ **Recording Fees** – The Developer will be responsible for payment of filing fees for the final plats.