

RESOLUTION: 2019-009

VILLAGE OF KRONENWETTER

DEVELOPMENT AGREEMENT

A&M PERSONAL STORAGE, LLC

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this 14th day of May, 2019, by and between the VILLAGE OF KRONENWETTER, a municipal corporation of Marathon County, Wisconsin, hereinafter referred to as "VILLAGE" located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 and A&M PERSONAL STORAGE, LLC, a limited liability company, 1026 Old Highway 51, Mosinee WI 54455, hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER wishes to construct a personal storage facility in the Village of Kronenwetter on approximately 3.31 acres of land and incorporated herein (the "Development Site"); and

WHEREAS, the VILLAGE, approved a site plan for the DEVELOPER on March 13, 2019; and

WHEREAS, the site plan approval required the DEVELOPER to enter into a development agreement as part of site plan review; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and DEVELOPER in order to cause the orderly construction and development of said improvements within the VILLAGE;

NOW, THEREFORE, it is hereby agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, the VILLAGE will work with the DEVLEOPER to ensure an orderly development occurs on the site.

A. VILLAGE OBLIGATIONS

In consideration of the obligations of DEVELOPER as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the VILLAGE shall:

1. The VILLAGE will exercise its authority to issue building permits as approved construction plans are submitted through the State of Wisconsin and the applicable fees are paid to the VILLAGE.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the VILLAGE as set forth herein, the sufficiency and receipt of which is hereby acknowledged, DEVELOPER shall:

1. The DEVELOPER shall construct 7 new personal storage buildings on the Development Site through three separate phases. Phase 1, consisting of two buildings, will be completed by December 31, 2019, Phase 2, consisting of two buildings, will be completed by December 31, 2021, and Phase 3, consisting of three buildings, will be completed by December 31, 2026. See Exhibit A (Phasing Plan). Failure to complete any of these phases prior to the stated date will require the DEVELOPER to submit a new site plan to the VILLAGE for approval. The DEVELOPER shall also be responsible for reverting any gravel laid in the unfinished phases to grass. If the DEVELOPER does not meet this requirement, the VILLAGE shall convert any gravel laid in unfinished phases to grass and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
2. The DEVELOPER shall establish and maintain the required landscaping as required by the site plan during each phase of construction and in accordance with the landscaping plan of the site plan or requirements of the VILLAGE Ordinance. See Exhibit B (Landscaping Plan). The landscaping abutting the western lot line shall be installed by June 1, 2020. The remainder of the landscaping shall be installed within 6 month of the completion of Phase 2 construction or June 1, 2022, whichever occurs first. If the DEVELOPER does not meet this requirement, the VILLAGE will install the landscaping and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
3. The Developer shall establish and maintain the required stormwater requirements as required by the site plan during the first phase of the construction and in accordance with the site plan. The DEVELOPER shall sign and submit a Stormwater Maintenance Agreement prior to the issuing of building permits.
4. The DEVELOPER shall pave each phase of the project as shown on the Phasing Plan as part of the site completion of each phase within one (1) year of the completion of construction of each phase. If the DEVELOPER does not meet this requirement, the VILLAGE will pave the driveway and parking areas as indicated on the site plan and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll. The DEVELOPER shall meet all construction standards contained within VILLAGE Ordinance § 419-16(E).
5. The DEVELOPER shall meet all local, state, and federal requirements for fire protection.
6. All exterior lighting shall be full cut-off lighting and installed according to the location, height, and illumination power specified on the site plan.

7. During the term of this Agreement, DEVELOPER shall grant to the VILLAGE, at no cost to the VILLAGE, all easements reasonably necessary for construction and maintenance of public improvements, infrastructures, and utilities on the Development Site.
8. During the site development process, the DEVELOPER shall maintain the site in an effort to reduce any negative effects of construction on neighboring properties. Any areas of the bare dirt shall be seeded with grass at the completion of each phase. No stock piles of soil, rocks, or other construction remnants shall be left on the site upon completion of each phase of construction. If the DEVELOPER does not meet this requirement, the VILLAGE will perform corrective action and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
9. The DEVELOPER shall obtain a Roadway Access Permit from the VILLAGE.

II. GENERAL REQUIREMENTS

A. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

B. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement of any terms or conditions by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specify a time period of not less than thirty (30) days in which the default may be cured by the defaulting party. In case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breached obligation(s). If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees.
2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party.

C. TERM

This Agreement shall terminate and be of no further force and effect upon the issuance of the occupancy permit for the final building of this project and a written letter of site completion from the Village or December 31, 2027, whichever occurs first.

D. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

- 1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight delivery system addressed to the party at:

DEVELOPER: A&M Personal Storage Facility
 Doug Mielke
 1026 Old Highway 51
 Mosinee WI 54455

VILLAGE: Village of Kronenwetter
 Village President
 1582 Kronenwetter Drive
 Kronenwetter, WI 54455

WITH COPY TO: Harold C. Wolfgram
 Wolfgram, Gamoke & Hutchinson, S.C.
 114 West Fifth Street
 Marshfield, WI 54449

- 2. By giving the document or written notice personally to the party.

E. INSPECTING ENGINEER FOR THE VILLAGE

The VILLAGE hereby appoints Marathon Technical Services, LLC as its Resident Project Representative for this project. Its telephone number is 715-571-2698 and its mailing address is 2000 Lester Street, Weston WI, 54476.

F. MISCELLANEOUS PROVISIONS

- 1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. The VILLAGE'S failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the DEVELOPER.

2. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.
3. **Entire Agreement.** This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the VILLAGE.
4. **Time.** Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It is the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be reasonably extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.
5. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
6. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the VILLAGE'S sovereign immunity under applicable law.
7. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The DEVELOPER expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.
8. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and DEVELOPER and their respective successors and assigns if the property constituting the Development Site or part thereof is ever transferred to new ownership.
9. **Further Assurances and Corrective Instruments.** The VILLAGE and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.
10. **Authority.** Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.

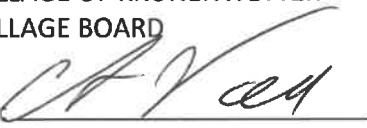
- 11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 12. Reservation of Authority. The VILLAGE reserves the authority to impose new or different regulations according to VILLAGE procedure.
- 13. Recordation. The DEVELOPER shall record the development agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.
- 14. Effective Date. This Agreement shall be effective as of the date and year first written above.

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

A&M Personal Storage Facility, LLC

By: 
 Doug Mielke

VILLAGE OF KRONENWETTER
 VILLAGE BOARD

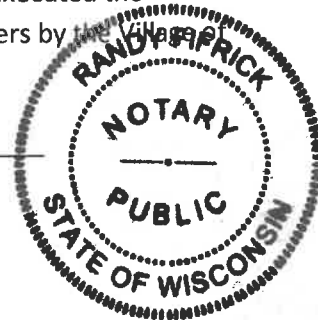
By: 
 Chris Voll, President

Attest: 
 Cindra Falkowski, Clerk

STATE OF WISCONSIN)
) ss.
 MARATHON COUNTY)

Personally came before me this 14 day of MAY 2019, the above named, Chris Voll, President, and Cindra Falkowski, Clerk, to own to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village of Kronenwetter's authority.

[Handwritten Signature]
Notary Public, State of Wisconsin
My Commission: 6/19/2020



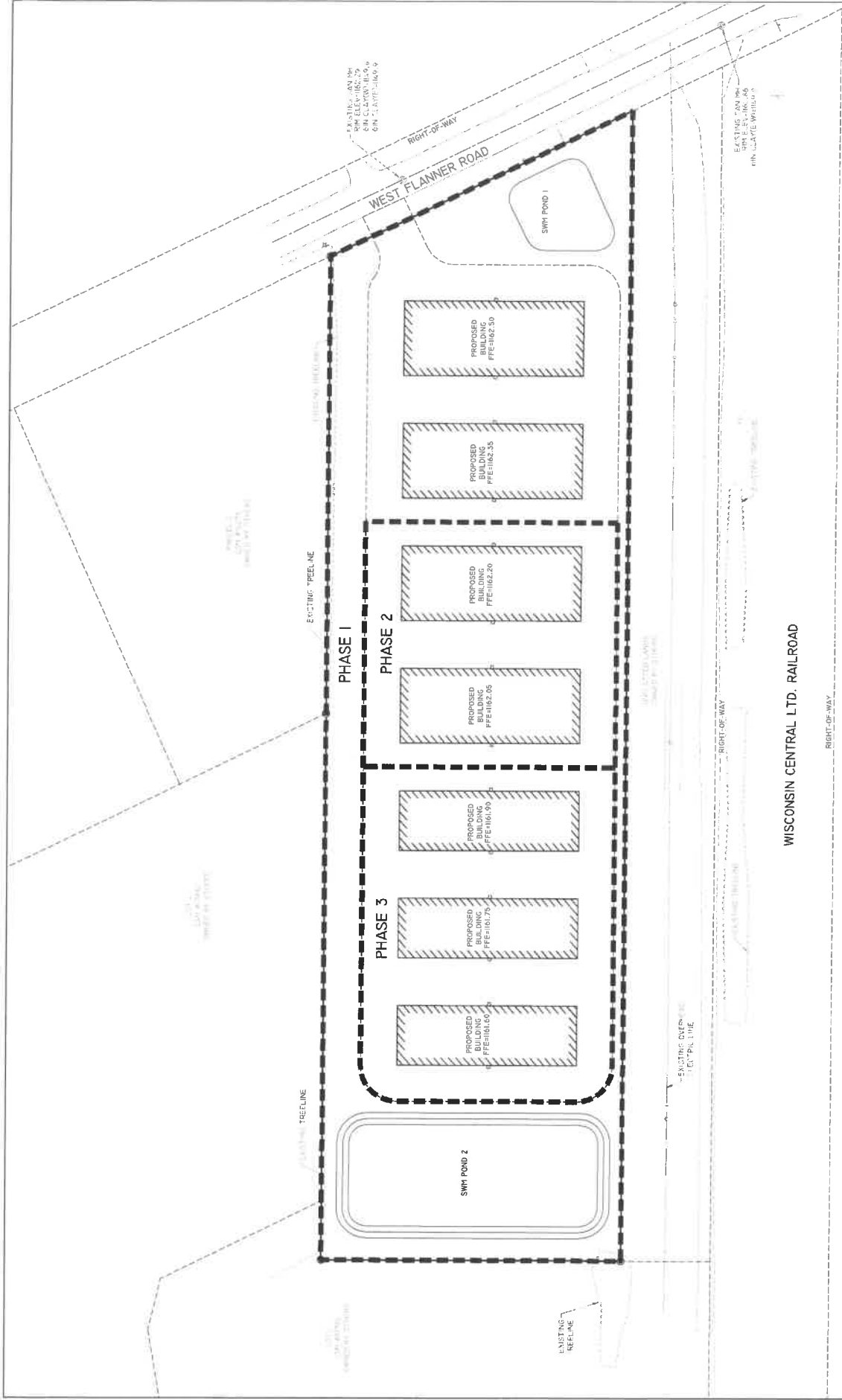
STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

Personally came before me this 30 day of May 2019, the above named Doug Mielke to me known to be the person who executed the foregoing instrument personally.

Paula Brummond
Notary Public, State of Wisconsin
My Commission: 3/19/2023



Exhibit A



REI Engineering, Inc.
 1000 W. Wisconsin Ave., Suite 100
 Milwaukee, WI 53233
 Phone: 414.333.7777
 Email: info@rei-engineering.com

REI
 REI No. 8565
 SHEET PH-1

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

PHASING
 A & M PERSONAL STORAGE LLC
 1000 W. Wisconsin Ave., Suite 100
 Milwaukee, WI 53233

DATE: _____ REVISION: _____

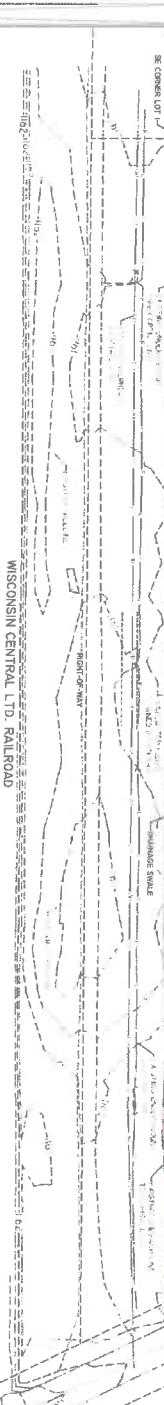
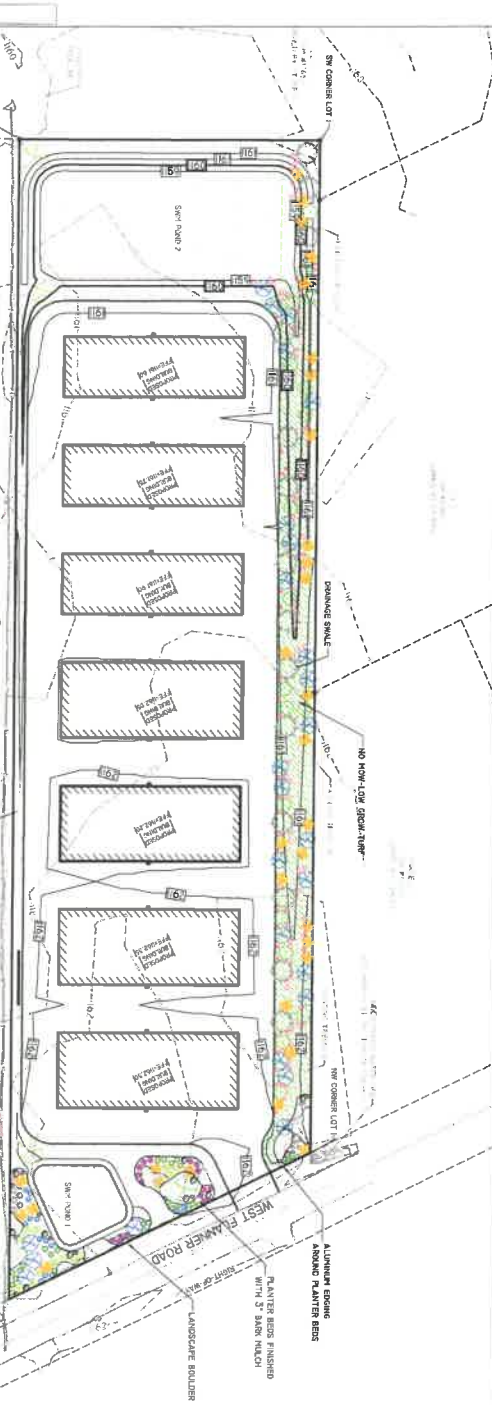
SCALE: 0 30 60

DESIGNED BY: THE CHECKED BY: JIB
 SURVEYED BY: JIM, KEN APPROVED BY: JIB
 DRAWN BY: MAP DATE: 2/6/2019

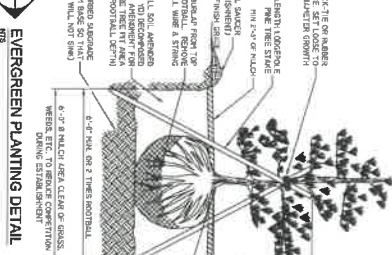
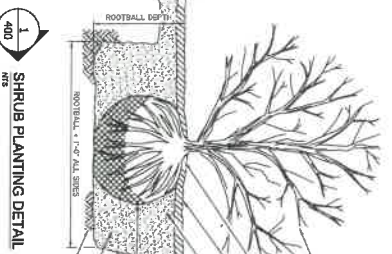
OLD HIGHWAY 51

BY: L.H.D.

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| Latin Name | Common Name | Size | Quantity | Comments | Radius |
|------------------------|------------------|------------|----------|----------|--------|
| Abies balsamea | Fir | 8' | 26 | | 130d |
| Thuja occidentalis | Arborvitae | 12.5' tall | 4 | | 60d |
| Thuja occidentalis | Arborvitae | 5' | 14 | | 70d |
| Juniperus horizontalis | Creeping Juniper | 1.2' tall | 18 | | 60d |
| Juniperus horizontalis | Creeping Juniper | 1.2' tall | 18 | | 60d |
| Juniperus horizontalis | Creeping Juniper | 1.2' tall | 18 | | 60d |
| Juniperus horizontalis | Creeping Juniper | 1.2' tall | 18 | | 60d |



GENERAL NOTES:

1. CONTACT DESIGNER'S OFFICE 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. 2" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
3. HYDROSEED/ERTHTECHNAPM HAS MUCH ALL GENERAL LANDSCAPE AREAS DISTURBED BY CONSTRUCTION.
4. ALL AREAS CALLED OUT FOR "NO HOW-LOW GROW-TYPE" SHALL BE PROVIDED AND INSTALLED PER SPEC FROM PREMIER NURSERY INC.
5. ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE GREENS GROWN.
6. ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE GREENS GROWN.
7. 2'-8" SIZE @ 3" DEPTH MINIMUM OF DECORATIVE-FRACTURED STONE MULCH BE PLACED IN SPECIFIED LANDSCAPE PLANTING BEDS. FINAL SIZE AND COLOR TO BE CHOSEN BY OWNER.
8. 3" DEPTH OF DOUBLE SHREDED HARDWOOD MULCH FOR ALL LANDSCAPE PLANTING.
9. ALL PLANTERS SHALL BE PLACED BEHIND ALL LANDSCAPE STONE.
10. 1/2" X 4" ALUMINUM EDGECRIBES FOR ALL LANDSCAPE PLANTING BEDS.
11. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, AND SMOKE/CHIMNEY) AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

REI Engineering, Inc.
 4400 N. 20TH AVENUE
 AMESLAND, WISCONSIN 53406
 TEL: 414.478.0000
 EMAIL: M.EI@REIENGINEERING.COM

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 40 80

DATE

REVISION

| | |
|-----------------------|------------------|
| BY | CHK'D |
| DESIGNED BY: TAE | CHECKED BY: JLB |
| SURVEYED BY: JML, KEM | APPROVED BY: JLB |
| DRAWN BY: MJP | DATE: 2/6/2019 |

LANDSCAPING PLAN
 A & M PERSONAL STORAGE LLC
 WEST FLAMEN ROAD
 KROENCHENTR. W 5255

REI No. 8565
 SHEET 400