

WESTERN LAND DEVELOPMENT, LLC
DEVELOPER'S AGREEMENT
Western Hills West Subdivision

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Lori Hetzel, City Clerk
City of Hartford
109 North Main Street
Hartford, WI 53027

WESTERN LAND DEVELOPMENT, LLC

DEVELOPER'S AGREEMENT

Western Hills West Subdivision

This agreement made and entered into this 28th day of, September 2004 by and between *Western Land Development, LLC, Owners/Developers, collectively* (the "Developer"), of Western Hills West Subdivision (the "Development") and the *City of Hartford* (the "City").

RECITALS

WHEREAS, the Developer proposes to divide and develop those lands more fully described in Exhibit A, and will be required to install or have installed those enumerated public improvements described in Section III herein, and

WHEREAS, the Developer intends to submit a Preliminary Plat of the *Western Hills West Subdivision* to the City for its approval pursuant to Chapters 12 and 13 of the Municipal Code and Chapter 236, Wisconsin Statutes, and

WHEREAS, Section 236.13(2) provides that as a condition of approval, the governing body of the municipality may require that a Developer make and install, or have made and installed, any public improvements reasonably necessary, and that it provide security it will make, or have made, those improvements within a reasonable time, and

WHEREAS, no provision for the installation of some of the public improvements required for said Development or for the overseeing of their installation had been made in the City's current budget and therefore the terms and provisions of this agreement will expedite the installation of the required public improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I. LAND USE & LAND DIVISION

A. LAND USE

The Development shall consist of the following land uses

1. Lots 1 through 183 shall conform to the requirements of Rs-4 Single Family District and to the requirements of the Neighborhood Land Use Plan of 3.0-5.8 dwelling units per acre.
2. Outlots 1 and 3 shall be reserved for storm water detention purposes.
3. Outlot 2 shall conform to the requirements of the C-2 Upland Conservancy District.

B. PLATTING AND PHASING

1. Within five (5) days after approval by all approving authorities, and waiver of objection by all objecting authorities, the Developer shall provide the City Clerk with a certified check payable to Washington County sufficient for recording fees. Upon recording of the Final Plat, the City shall cause this agreement to be recorded and shall provide the Developer with evidence of the recording.
2. Within thirty (30) days after approval of the Preliminary Plat by all approving authorities, and waiver of objection by all objecting authorities, the developer shall provide the City Engineer with a fully recordable final plat containing all necessary information and signatures, together with a check payable to Washington County sufficient for recording fees. The City shall cause the final plat to be recorded and shall provide evidence of the recording.
3. The Developer and City agree that Final Platting and the installation of improvements described in Section II shall occur in 4 phases as shown on the Concept Plan reviewed by the Plan Commission on 3/15/04. Phase I shall provide for constructing 70 single-family homes; Phase II for 29 single-family homes; Phase III for 49 single-family homes; Phase IV for 35 single-family homes. Each phase of the Subdivision will require an amendment to this agreement to reflect the public improvements required for said phases, the proposed construction timetables, and the amount of Letters of Credit required. As part of said amendments, neither party may unilaterally change the terms of this agreement.
4. The developer and the City agree that the Four Phases are intended to be platted along the following timeline:
 - a. Phases I and II shall be platted in 2004 and/or 2005
 - b. Phase III shall not be platted until 2006
 - c. Phase IV shall not be platted until 2007
 - d. In the event that the pace of lot sale in Phases I & II exceeds expectations, the Developer can plat Phase III prior to 2006. However, the City shall not accept the Rights-of-Way in Phase III until July 1, 2006. Further, the City shall not issue any building permits for Phase III until July 1, 2006.
 - e. In the event that the pace of lot sale in Phases I, II, and III exceeds expectations, the Developer can plat Phase IV prior to 2007. However, the City shall not accept the Rights-of-Way in Phase IV until July 1, 2007. Further, the City shall not issue any building permits for Phase IV until July 1, 2007.
5. The Developer agrees that South Wacker Drive from the eastern edge of the Western Hills West Subdivision to West Monroe Avenue and West Monroe Avenue from South Wacker Drive to Pond Road shall be installed as part of the first phase of the Development.
6. The Developer agrees that the remainder of West Monroe Avenue within the Development shall be installed by September 1, 2006.
7. The Developer shall include the north/south leg of Pond Road abutting the Development as part of the Preliminary and Final Plats.
8. Prior to recording of the Final Plat of *Western Hills West Subdivision*, the Developer shall provide the City Attorney with title evidence acceptable to the City showing that upon recording the plat, the City will have good, indefeasible title to all interests in land dedicated or conveyed to the City by the plat.

C. SURVEY MONUMENTS

1. Following recording of the Final Plat, certification will be provided to the City Engineer that all survey or other monuments required by statutes or ordinance have been properly placed and installed. Any monuments disturbed during the construction of improvements shall be restored by Developer.

D. DEDICATIONS AND EASEMENTS

1. The Developer acknowledges the preliminary stage of utility planning for the Development and agrees to provide all necessary easements required that would allow the orderly installation of utility improvements. The Developer agrees to provide utility easements through lots if the City Engineer determines that it is necessary to extend sanitary sewer and water service in an orderly and efficient manner to the Schlosser property to the south.

2. All water, sanitary sewer, storm water, and utility easements dedicated to the City shall grant the City the right to maintain, inspect, repair, and replace the designated improvements in, on, over, or under the easement or permit others to do so. No use of such easement property shall be made which interferes with the City's rights. After initial installations the City's only obligation to restore easement property after any use by the City shall be to grade the soil, replace the topsoil, and restore grass as needed.

3. The preliminary and final plats shall show ten (10) foot sideyard and twenty (20) foot rear yard electric utility easements meeting Hartford Utility requirements. Rear lot line easements shall be placed so they are outside ponds, environmental corridors, tree stands to be retained, and/or berm areas.

4. On the preliminary and final plats, the City shall be granted an easement for access to Outlots 1 and 3 (the storm water detention ponds) as determined in Section II, A.

5. The Developer shall dedicate 3.1 acres (Outlot 2) to the city for preservation purposes. The City will provide the Developer a letter indicating the dedication of the 3.1 acres at a value established by appraisal. Outlot 2 shall include an area at least twenty (20) feet in width to "E" Drive as shown on the Concept Plan reviewed by the Plan Commission on 3/15/04. This shall be shown on the preliminary and final plats.

E. DEED RESTRICTIONS

1. The Developer shall cause to be prepared and shall submit for review and approval by the City prior to Final Plat approval, a draft of deed restrictions governing the proposed parcels, including such documents necessary for a Residential Owner's Association. The Developer shall provide evidence to the City that the approved deed restrictions, including those governing owners responsibilities for maintenance of easements and related requirements, including items in remaining paragraphs in this sub-section, have been placed on all affected lots.

2. The Residential Owner's Association shall be responsible for grass and tree maintenance of Outlots 1 and 3.

3. For all corner Lots the grading plan shall mandate in which direction the driveway shall face. All corner lots abutting on West Monroe Avenue shall have driveways access on the alternate street.

4. No lot owner may vary any lot grade within a portion of a lot by more than three inches in any location until one year after the last occupancy permit has been granted in the subdivision, and then only by first demonstrating that any grade change will have no negative storm water impact on adjoining pads, lots or the subdivision as a whole. The City shall have the right to require any petitioner to provide a grading plan prepared by a licensed surveyor or engineer attesting that any proposed grade change will not have a negative impact.

5. Outlots 1 & 3, including the storm basin, shall be seeded prior to the granting of the first residential occupancy permit.

6. The Developer shall contract with a competent attorney to assist members of the Residential Owner's Association with initial Owners Association governance and financial planning. The Attorney shall assist in initiating the first Owner Association meeting when no more than 20% of the homes in the subdivision have been occupied.

7. The City shall be responsible for maintenance and charges relating to Outlot 2.

SECTION II. REQUIRED IMPROVEMENTS

1. All improvements shall be installed in accordance with the City's Standardized Development Specifications manual dated April, 2002, along with any later revisions.

2. The Developer shall design at its expense, subject to City Engineer approval, all necessary grading, storm water appurtenances, water main and/or laterals, sanitary sewer and/or laterals, streets, and rollover curbs. The City shall design all necessary electrical appurtenances. The City shall be responsible for all costs associated with over sizing or added depth of public improvements required by the City Engineer.

A. GRADING, EROSION CONTROL, AND STORM WATER MANAGEMENT

1. The Developer shall prepare at its own expense, and submit same to the City Engineer for approval within 30 days of final plat approval or 15 days or more prior to initiating any grading activities, whichever is sooner, a Master Grading and Stormwater Management Plan for the Development, including runoff and detention calculations for all areas within the Subdivision plus areas to the east from which storm water emanates, an erosion control plan showing all silt fence or straw bale locations, driveway orientations for corner lots, and proposed yard grade (grades for bi-levels) and top-of-block elevations for all structures. Any required revision shall be submitted within 30 days of request, at least 15 days prior to initiating any grading activities. Two storm water detention ponds capable of serving the Subdivision shall be established as shown on the preliminary plat.

2. The Developer shall design and install at its expense all storm sewer mains, detention ponds and appurtenances within the Development, in accordance with the standard specifications of the City and as approved by the City Engineer, capable of handling all on-site storm water. All storm sewer construction shall be done in accordance with Best Management Practices of the Wisconsin DNR. The Developer shall maintain all erosion control measures at its expense to the satisfaction of the City Engineer throughout construction, and following construction completion until such time that disturbed soils are stabilized to the City Engineer's satisfaction, following which silt fences and other erosion control devices shall be removed. The timing of grading and storm sewer improvements is illustrated in SECTION III.

3. The Developer shall be responsible for digging out the ditch on the west side of Pond Road abutting Outlot 1, based on the City's determination of the Detention Area outflow location. This shall be completed prior to the City granting any building permits within the Subdivision.

4. The Developer shall temporarily stabilize all disturbed areas in accord with the City of Hartford's Standardized Development Specifications Manual Section 7, 4, g and n.

5. Any soil stockpiled by the Developer shall be reduced as construction progresses. Upon completion of 75% of the dwellings within the Subdivision, the Developer shall keep on site only an amount of soil reasonably necessary to complete the remaining homes. All soil stockpiles shall be at a grade capable of accepting lawn mowing equipment, and at all times shall be maintained so they are free of weeds and of any growth. From the time the first occupancy permit is granted in the Subdivision, the stockpiles shall be manicured to the same lawn standards as other lawns in the Subdivision.

6. The Developer shall establish lawns throughout Outlots 1 and 3. The Developer and later Owner's Association shall be responsible for maintaining grass in these areas to the same standards as residential lawns. The City shall be granted an easement for access to Outlots 1 and 3 and shall be responsible for occasional maintenance related solely to maintaining the capacity of the storm water detention pond. The City shall charge the Association for the proportionate share of said maintenance, based on relative storm water flows as determined solely by the City. The Association may apportion said costs as it determines, but shall be responsible for a single payment to the City within 90 days of billing.

7. The Developer shall maintain a continuing responsibility for erosion control and soil stabilization until such time as all lots within the Subdivision have been built on, lawns installed, and recertifications completed. The Developer is responsible for housing design related to grades on all lots, and shall not authorize building permit issuance where planned yard grade(s), top of block level, driveway grade, or features such as split-level, tri-level, exposed basement, etc. are likely to result in erosion control problems, including unplanned storm water detention on the lot or exporting storm water onto adjacent lots in violation of the storm water management plan.

B. STREETS

1. The Developer shall dedicate, design and install at its expense all streets within the Subdivision in accordance with the plans prepared by its engineer and as approved by the City Engineer. This shall include an 80-foot right-of-way with 48-foot pavement for South Wacker Dr. and West Monroe Avenue, a 66-foot right-of-way with 36-foot pavement for Harrison St., and 60-foot right-of-way with 32-foot pavement for the remaining streets. **South Wacker Drive and West Monroe Avenue (South Wacker Drive to Pond Road) are to be constructed with 9-inches of gravel and 5-inches of asphalt.** The cul-de-sac shall have a radius of 75 feet and contain a landscaped island with 32-foot width face-to-face pavement.

2. One-half of South Wacker Drive shall travel south on the Development from the southern tip of CSM #_____ to the southern boundary of the Development property. The Developer shall not be responsible for installation of the west half of the portion of South Wacker Drive abutting the Beine Parkland.

3. The Developer shall design and install at its expense all curbing as rollover type on all streets, with the exception of South Wacker Drive and West Monroe Avenue (South Wacker Drive to Pond Road), which will be vertical face curbing, within the plat to be paved in accordance with plans prepared by engineer and approved by the City Engineer.

4. The Developer shall install and maintain at its own expense barricades and traffic controls as required by the City Engineer.

5. No driveway access will be allowed onto South Wacker Drive, Pond Road, or West Monroe Avenue from South Wacker Drive to Pond Road, with the exception of CSM # _____ which will have driveway access a minimum of 150' from Pond Road.

6. The City shall not be responsible for the snowplowing for any public roads within or abutting the subdivision until said roads have received one asphalt lift and until any protruding utility appurtenance have received protective treatments such as manhole ramping to the satisfaction of the City Engineer.

7. The City shall install all street name signs and all traffic regulatory signs. The Developer shall reimburse the City within 30 days of billing for the cost of installing the signs.

8. All residential driveways shall be paved to a width not exceeding 20 feet at the property line prior to the granting of a Conditional Occupancy Permit, following application to the City for a driveway approach permit. In the event that a Conditional Occupancy Permit is sought between November 15 and March 1 of the following year, the applicant shall place in an escrow account an amount as determined by the City Engineer sufficient to cover the expense of installing the proposed driveway. In this event, the applicant shall install the driveway by May 15 of the following year.

C. SIDEWALKS

1. The Developer shall be responsible for installing 5-foot wide sidewalks within the public rights-of way on both sides of all streets, except from the southern tip of CSM # _____ to the southern boundary of the Subdivision, where the Developer will be responsible for sidewalk only along the eastern half of South Wacker Drive. The Developer shall not be required to install sidewalk on the east side of Pond Road abutting the Development. If, in the future the City determines that sidewalks should be constructed along the east side of Pond Road abutting the Development, it may assess the costs to the abutting lots. The Developer shall ensure that sidewalk installation occurs along the entire ROW frontage of each lot prior to the lot owner applying for a Conditional Occupancy Permit. The Developer will bear no responsibility for sidewalk along Outlot #2. The Developer shall be responsible to insure that homebuilders install sidewalks adjacent to their residential lots.

D. SANITARY SEWER AND WATER SYSTEMS

1. The Developer shall design and install at its expense sanitary sewer mains of a size to be determined by the City, and related appurtenances, including any necessary trenching in shelf rock as required within the Subdivision, in accordance with plans prepared by its engineer in accordance with the Standard Specifications of the City and as approved by the City Engineer.

2. The Developer shall design and install at its expense, water mains of a size to be determined by the City, laterals and related appurtenances within all streets in the subdivision in accordance with the Standard Specifications of the City and as approved by the City Engineer.

3. The Developer shall place and maintain 8-foot metal poles or maple hearts 4 feet deep adjacent to all waterstops, which may not be removed from any property until after an unconditional occupancy permit has been granted. The Developer shall also be responsible to certify that the water stop for a property is at the appropriate height before any occupancy permit is granted. The Developer responsibility for the waterstop shall cease with unconditional occupancy.

4. One year after completion of sanitary sewer, the Developer shall, at the Developer's expense and under the City's supervision jet and if necessary, in the City's sole determination, televise the sanitary sewer. Any required reconstruction, in the City Engineer's sole determination, shall be at the Developer's cost.

5. Homes on lots 20 through 29 on Tahoe Lane must have sump pump discharges facing towards the detention pond.

6. Homes on lots 74, 85, 86, 91, 97, 98, and 99 on Harrison Street must have sump pumps connected to the storm sewer system underneath Harrison Street.

7. Homes on lots 26 through 33 on Tahoe Lane shall be constructed to allow for a minimal slope of 1/8-inch per foot for sanitary laterals.

8. Homes on lots 43 through 49 on Boyd Lane shall be constructed to allow for a minimal slope of 1/8-inch per foot for sanitary laterals.

E. ELECTRIC DISTRIBUTION SYSTEM

1. Hartford Electric shall design and install the local electrical distribution system, including street lamps, within the development in accordance with the standard specifications of the City and as approved by the City Engineer and Utility Director. The Developer shall be responsible for the actual cost of installing the local electric distribution system, and prior to the Electric Utility commencing construction shall prepay the Utility Department an amount equal to the estimated cost enumerated in SECTION III. At time of payment, the Utility shall provide the Developer with a letter agreeing to the construction deadline as shown in SECTION III.

2. Hartford Electric shall not be responsible for the installation of the local electrical system until the Subdivision has been graded to within 6 inches of the final grade. The Developer shall provide the City Engineer with approved master grading and storm water management plans prior to requesting the installation of the local electrical distribution system. Any reconstruction of electrical appurtenance resulting from grade difficulties will be the financial responsibility of the Developer.

F. OTHER UTILITY SYSTEMS

1. The Developer shall cause telephone, cable TV, and natural gas utility systems and associated appurtenances to be installed within and where necessary, adjacent to the entire Development.

G. STREET TREES AND LANDSCAPING

1. Concurrent with Final Plat submittal for the Development, the Developer shall prepare and submit to the City Planner at its expense a Master Street Tree and landscape Plan in accordance with the land Division, Zoning and Tree Ordinances, for all street rights-of-way, the cul-de-sac island and the Outlots, in and abutting the entire Development. Prior to the City granting any occupancy permit, the Plan Commission must approve a Master Plan (with required revisions, if any) after review by the City Forester.
2. The Developer shall insure that each Lot owner installs two city-approved trees along any lot having a street frontage of 80 feet or less, or 3 city-approved trees along wider street frontages. Owners of corner lots shall install at least 4 city-approved trees along their lot within the terrace. The Developer shall install street trees at 60-foot intervals abutting Outlots 1 no later than October 15, 2005. Installation may be deferred during the months of December-March, but for deferred lots installation shall occur no later than June 1 of the year following occupancy.
3. The owners of Lots 138-141 may not remove trees from the easternmost 30 feet of their lots, the owners of Lots 112-116 and 133-137 may not remove trees from the southernmost 30 feet of their lots, and the owners of Lots 128-132 shall not remove trees from the northernmost 30 feet of their lots. These Lot Owners shall as necessary replace dead and diseased trees and landscaping to maintain the Upland Conservancy nature of that portion of their lots. Prior to May 31, 2005, the Developer shall place permanent posts at each lot line along the rear of Lots 133-141 with 2-faced signs attached. The Outlot #2 facing signs shall indicate "City Parkland beyond here." The residential lot facing signs shall indicate "Private property beyond here-no trespassing." The south Subdivision line shall be surveyed and staked by the Developer at the time the final plat that includes Outlot #2 is recorded.

H. DEVELOPMENT STANDARDS

To prevent monotony in design and color, to preserve the residential character of the streetscape, the Developer shall ensure that the following Developer standards are implemented:

1. Structures with identical front elevations shall not be located adjacent to each other or directly face each other across a public right-of-way.
2. The Developer shall work with the City to insure that at least 6 home sites are dedicated to allow for affordable housing. These six lot and home packages shall be offered at a first time homeowner's base price not to exceed \$175,000 in 2004 dollars. These six lot and home packages shall be offered only to buyers who will live on the property. The Developer will identify the six lots on a plat map and will provide documentation to the City when these lot/home packages are sold.

3. Permanent lawns and street trees for each dwelling unit shall be established within three months of seeking an occupancy permit therefore, except from October 1st of any year through March 30th of the succeeding year the required established date is May 31st. Conditional occupancies shall be granted until permanent lawns have been established and street trees required within 90 days have been installed, lot corner recertifications meeting City requirement have been submitted, and the waterstop function and location verified.

I. PROPERTY MAINTENANCE

1. The Developer, in addition to ensuring the maintenance of erosion control measures in accordance with the approved erosion control plan (see SECTION (A)), shall join with the City to ensure compliance with Chapter 29 of the Municipal Code regarding property maintenance on each lot, until occupancy of a residence occurs.

SECTION III. CONSTRUCTION

A. START OF CONSTRUCTION

1. The Developer may commence construction of improvements enumerated below for the Western Hills West Phases I & II Subdivision immediately following compliance with all the preceding Sections, and following the City Engineer's or City Forester's approval of the City's or Developer's plans submitted in accordance with the specifications of the City, as follows:

<u>IMPROVEMENT</u>	<u>ESTIMATED COST</u>	<u>COST BORNE BY</u>	<u>AGREED UPON COMPLETION DATE</u>	<u>DESIGNED/ INSTALLED BY</u>	<u>LETTER OF CREDIT AMOUNT</u>
Grading	\$300,000.00	Developer	12/31/05	Developer	
Storm Sewer	\$254,000.00	Developer	12/31/05	Developer	
Sanitary Sewer	\$292,000.00	Developer	12/31/05	Developer	
Water Main	\$311,000.00	Developer	12/31/05	Developer	
Rollover Curbs	\$144,000.00	Developer	12/31/05	Developer	
Street Grading/Gravel	\$169,000.00	Developer	12/31/05	Developer	
Asphalt (1 st Lift)	\$125,000.00	Developer	12/31/05	Developer	
Asphalt (2 nd Lift)	\$105,000.00	Developer	12/31/06	Developer	
Street Signage	\$5,000.00	Developer	12/31/05	City	
Street Trees	\$ N/A	Lot Owners	12/31/05	Lot Owners;	
Jetting/Televising Sanitary Sewer	\$5,000.00	Developer	12/31/05	City	
Electrical		Developer	12/31/05	City	
TOTAL LETTER OF CREDIT					\$1,966,500.00

Public pedestrian access and berm/buffer Escrow amounts shall not be released until the performance standards in SECTION II are met.

B. COMPLETION OF CONSTRUCTION

1. All improvements enumerated above shall be installed and completed in accord with the schedule shown, except if economic conditions in the joint opinion of the City and the Developer warrant an extension of time to complete the improvements, they may be extended in writing by the City Engineer and approved by the Common Council. The City and Developer will use their best efforts to complete the improvements in accordance with the time schedule set forth. Unless and until all improvements are constructed, building permits will not be issued.

SECTION IV. APPROVAL AND TRANSFER OF IMPROVEMENTS, ETC.

A. INSPECTION

1. All construction of improvements shall be inspected and tested by the City Engineer or a consultant retained by the City Engineer to assure compliance with all construction and improvement requirements of the City.

B. AS-BUILTS

1. After completion of all public improvements, and prior to final acceptance of said improvements by the City, the Developer shall prepare and present as-built documents to the City Engineer.

C. DEDICATION AND ACCEPTANCE

1. The Developer shall, upon completion of all of the improvements, unconditionally, and without charge to the City, grant, convey and fully dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances whatsoever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenance which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

2. Following completion of all the improvements and the tender of dedication by the Developer, the City Engineer shall forthwith report completion of the improvements to the Public Works Committee and Common Council. If the City Engineer reports the improvements to be acceptable, the City may thereupon accept such improvements. The City Clerk shall provide the Developer with a certified copy of the Common Council resolutions accepting improvements hereunder which the Developer may record to evidence compliance with this Agreement.

3. The City shall have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer.

D. IMPROVEMENT GUARANTEE

1. The Developer agrees to guarantee all improvements installed by the Developer against defects in materials or workmanship which appear within a period of two years from the date of acceptance by the City and shall pay for any damages resulting therefrom to City property.

2. Prior to their acceptance by the City, and for a period of two years thereafter, the Developer shall be responsible to repair or replace all improvements and, facilities installed by the Developer, and appurtenances thereof, which the City Engineer determines to be defective.

SECTION V. PERMITS

A. BUILDING PERMITS

1. Except as agreed by the City Engineer and/or Director of Utilities, no building permit shall be issued for any dwelling unit until all underground utilities listed in SECTION III, plus the electrical system to be installed by Hartford Electric, are completed to the satisfaction of the City Engineer, and until grading and graveling shall have been completed such that emergency vehicles may obtain access to within 25 feet of the proposed dwelling unit.

B. OCCUPANCY

1. No certificate of occupancy shall be issued for any dwelling unit until all underground utilities listed in SECTION III are completed to the satisfaction of the City Engineer, and until rollover curbs and a first asphalt lift on all footage on roads fronting on a property shall have been placed, to the satisfaction of the City Engineer.

C. THIRD PARTY NOTIFICATIONS

1. The Developer shall in writing inform any third party acquiring lot ownership or being granted authorization to seek a building permit for a lot of these requirements in this agreement prior to sale or building permit application, whichever occurs first.

SECTION VI. FEES

A. PARK FEES

1. The Developer shall pay the current Code-established fee per dwelling unit in lieu of parkland dedication (Currently \$700/unit). Park fees shall be payable for individual lots at the time of building permit issuance.

B. DESIGN REVIEW FEES

1. For improvements designed and installed by the Developer, the Developer shall, within 30 days of billing (which shall occur concurrent with installation of the various improvements), reimburse the City for the City's administrative costs in an amount equal to actual cost, not to exceed 2% of the estimated costs in SECTION III.

C. ENGINEERING AND INSPECTION FEES

1. For the City's engineering and inspection costs, the Developer shall, within 30 days of billing, reimburse the City an amount equal to actual cost, not to exceed 5% of the estimated costs in SECTION III.
2. Alternately, if outside assistance is employed at the sole discretion of the City Engineer in order to facilitate timely project completion, the Developer shall, within 30 days of

billing, reimburse the City an amount equal to 1% of the estimated costs in SECTION III plus the actual out-of-pocket costs for such outside assistance.

SECTION VII. FINANCIAL GUARANTEE

A. LETTER OF CREDIT

1. The Developer shall provide to the City formal Letters of Credit issued pursuant to Chapter 405 of the Wisconsin Statutes, in an amount to be determined, prior to the start of construction. The amount of the credit shall be reduced by the City Engineer in amounts equal to the value of improvements which have been installed, completed, and approved by the City Engineer or shall be increased in the event of delay in the installation of improvements and the escalation of costs. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus 15%. The City Attorney shall approve the Letters of Credit as to form.

B. PRESERVATION OF ASSESSMENT RIGHTS

1. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments for any amount to which the City is entitled by virtue of this Agreement upon the Plat. This provision constitutes the Developer's consent to the installation and maintenance or repair by the City of all public improvements required by this Agreement and constitutes the Developer's waiver of notice and consent to all special assessment proceedings as described in Sec. 66.0703(7)(b), Wis. Stats.

SECTION VII. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. LAWS TO BE OBSERVED

1. The Developer shall at all times observe and comply with all federal, state, and local laws, regulations or ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. PUBLIC PROTECTION AND SAFETY

1. The Developer shall be responsible for all damage, bodily injury, or death arising out of the work. Where apparent or potential hazards occur incident to his conduct of the work, the Developer shall provide reasonable safeguards.

C. DEVELOPER'S RESPONSIBILITY FOR WORK

1. The work shall be deemed under the charge and care of the Developer until all improvements have been accepted by the City, except for damages caused by the actions of the City and its employees or its contractors.

D. INSURANCE REQUIREMENTS

1. The Developer shall require its contractors and subcontractors to provide insurance acceptable to the City as required under this section. The Developer shall further require that

all required insurance under this section be maintained until improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the improvement guarantee or otherwise.

E. CERTIFICATES OF INSURANCE

1. Certificates of Insurance on all policies specified shall be filed with the City Clerk and shall provide that a fifteen (15) day written notice of material change or cancellation must be given to the City. The certificates must clearly state that liability insurance is provided and, if applicable to work under this Agreement, that explosion, collapse, and underground coverage is provided.

Insurance:

1. Where the City does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer's Liability (if applicable)	\$100,000 per occurrence
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Comprehensive Motor Vehicle Liability, Bodily Injury & Property Damage combined (if applicable)	\$1,500,000 per accident
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Comprehensive General Liability Bodily Injury Property Damage Combined	\$1,500,000 per accident \$1,000,000 aggregate
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2. Coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability may be furnished through the use of primary liability policies or in a combination with an umbrella excess third party liability. Other coverages shall include the following:

- (i) Completed Operations and Products Liability
- (ii) The Developer shall provide completed Operations and Products Liability coverage for the life of the Agreement and maintain coverage for a period of One (1) year after the improvements have been accepted by the City. The liability limits shall be as required above for Comprehensive General Liability.
- (iii) Owner's Protective Liability (Independent Contractor Insurance) the limits of which shall be the same as those of the Comprehensive General Liability Policy.

SECTION IX. INDEMNIFICATIONS

A. HOLD HARMLESS

1. The Developer shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's

fees arising out of or resulting from the performance of the Work, provided that any such claim, damage loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part, by any negligent act or omission of the Developer, its contractors, any subcontractor, anyone directly or indirectly employed by and of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; provided, however, that such indemnification shall not extend to directions by the City of its employees to perform act if the acts are performed in accordance with such direction. A claim for indemnification under this section shall be conditioned upon the City giving to the Developer, with five business days of receiving the same, written notice of any claim made against the City for which indemnification is sought, and if requested to do so by the Developer's insurance carrier, the City shall tender the defense of such claim to the Developer's insurance carrier.

2. In any and all claims against the City, its officers, agents, and employees, by any employee of the Developer, its contractors, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, the contractor or any subcontractor under Workers Compensation Acts, disability benefit acts, or other employee benefit acts.

B. PERSONAL LIABILITY OF PUBLIC OFFICIALS

1. In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

C. INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION

1. The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Plat or this Agreement (including, but not limited to, street right-of-way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any city investigation or any remediation, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

2. The City agrees that it will immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such cleanup operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

SECTION X. AMENDMENTS AND ASSIGNMENTS

1. The City and the Developer may, by mutual consent, amend this Agreement. Any such future amendments shall be in writing.
2. The Developer may assign this Agreement upon receiving written permission of the City. The City will not withhold its permission unreasonably. Any assignment approved by the City in writing will be of a nature that will release the assignor of the obligations of this Agreement with corresponding assumption of the obligations of this Agreement by assignee.

SECTION XI. BINDING EFFECT

1. The Developer warrants that it is the equitable owner of all property within the Subdivision and has full right and authority to make this Agreement. This Agreement and the grants, consents, and waivers contained herein shall run with the land and be binding upon the Developer and its successors and assigns, including all individual lot owners within the Plat.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date first above written.

By: [Signature] CITY OF HARTFORD
Scott M. Henke, Mayor

By: [Signature]
Lori Hetzel, City Clerk

By: [Signature] WESTERN HILLS WEST SUBDIVISION
Western Land Development, LLC
Ronald N. Ryman - Member

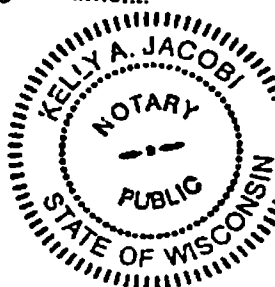
STATE OF WISCONSIN)
WASHINGTON COUNTY) SS.

Personally came before me this 14th day of October, 2004, the above named Scott M. Henke, Mayor, and Lori Hetzel, City Clerk, to me known to be the persons who executed the foregoing instrument as the officers, pursuant to authority granted by the City of Hartford Common Council on the 28th day of September, 2004.

[Signature]
* Patricia A. Borlen
Notary Public, Washington County, WI
My Commission is permanent.
(If not, State expiration date: 3/30/08)

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS.

Personally came before me this 13th day of September, 2004, the above named WESTERN HILLS WEST SUBDIVISION by Ronald N. Ryman, to me known to be the person who executed the foregoing instrument.



[Signature]
* Kelly A. Jacobi
Notary Public, Washington County, WI
My Commission is permanent.
(If not, State expiration date: 10/29/07)

Approved as to form:

[Signature]
Karen Christianson, City Attorney

RETURN TO:

O'Meara Law Office
P.O. Box 270468
Hartford, WI 53027

This instrument was drafted by Justin Drew, City Planner

EXHIBIT "A"

LEGAL DESCRIPTION: Being a part of the SE 1/4 of the SE 1/4 of Section 19 and the SW 1/4 and SE 1/4 of the SW 1/4 of Section 20 and the NW 1/4 of the NW 1/4 of Section 29, all in T.10N., R.18E., City of Hartford, Washington County, Wisconsin.

Commencing at the Northwest corner of said Section 29; thence S.00°33'00"E. along the west line of the Northwest 1/4 of said Section 29, 33.00 feet to the point of beginning of the hereinafter described lands; thence S.89°56'46"W., 33.38 feet; thence N.00°06'34"E., 1,352.36 feet; thence N.89°58'48"E. along the north line of the Southeast 1/4 of the Southeast 1/4 of said Section 19, 33.00 feet; thence N.89°44'08"E. along the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 20, 850.74 feet; thence S.00°15'52"E., 160.35 feet; thence East, 125.00 feet; thence S.05°40'13"E., 180.32 feet; thence N.89°43'50"E., 661.30 feet; thence S.00°00'44"W., 978.48 feet; thence S.89°43'11"W. along the north line of the Northwest 1/4 of said Section 29, 331.58 feet; thence S.00°25'29"E. along the east line of the Northwest 1/4 of the Northwest 1/4 of said Section 29, 1,318.28 feet; thence S.89°44'43"W. along the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 29, 1,323.46 feet; thence N.00°33'00"W. along the west line of the Northwest 1/4 of said Section 29, 1,284.70 feet to the point of beginning.

Said lands contain 3,726,535 square feet (85.55 acres).

CONSENT & WAIVER

OF SPECIAL ASSESSMENT NOTICES AND HEARINGS UNDER SECTION 66.0703(7)(b), WIS. STATS.

In consideration of your approval of the Developer's Agreement for *Western Hills West Subdivision - City of Hartford* and the construction by the City of Hartford, Wisconsin, of the following proposed public improvements described as:

Sanitary sewer and laterals to the lot line; water main and laterals to the lot line; storm sewer; electrical distribution system including street lamps; road grading and gravel; curb and gutter; asphalt; sidewalk; street signage; street trees; storm water detention areas:

LEGAL DESCRIPTION: Being a part of the SE 1/4 of the SE 1/4 of Section 19 and the SW 1/4 and SE 1/4 of the SW 1/4 of Section 20 and the NW 1/4 of the NW 1/4 of Section 29, all in T.10N., R.18E., City of Hartford, Washington County, Wisconsin.

Commencing at the Northwest corner of said Section 29; thence S.00°33'00"E. along the west line of the Northwest 1/4 of said Section 29, 33.00 feet to the point of beginning of the hereinafter described lands; thence S.89°56'46"W., 33.38 feet; thence N.00°06'34"E., 1,352.36 feet; thence N.89°58'48"E. along the north line of the Southeast 1/4 of the Southeast 1/4 of said Section 19, 33.00 feet; thence N.89°44'08"E. along the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 20, 850.74 feet; thence S.00°15'52"E., 160.35 feet; thence East, 125.00 feet; thence S.05°40'13"E., 180.32 feet; thence N.89°43'50"E., 661.30 feet; thence S.00°00'44"W., 978.48 feet; thence S.89°43'11"W. along the north line of the Northwest 1/4 of said Section 29, 331.58 feet; thence S.00°25'29"E. along the east line of the Northwest 1/4 of the Northwest 1/4 of said Section 29, 1,318.28 feet; thence S.89°44'43"W. along the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 29, 1,323.46 feet; thence N.00°33'00"W. along the west line of the Northwest 1/4 of said Section 29, 1,284.70 feet to the point of beginning.

Said lands contain 3,726,535 square feet (85.55 acres).

We hereby admit that these improvements will benefit the property as described above and consent to the levying of special assessments against our premises under Section 66.0703, Wis. Stats., for the cost of these improvements.

In accordance with Section 66.0703(7)(b), Wis. Stats., we hereby waive all special assessment notices and hearings required by Section 66.0703, Wis. Stats., and we further agree and admit that the benefit to our property from the construction of these improvements is reasonable and appropriate.

The undersigned agrees to pay any amount assessed by the City for the cost of construction, supervision, and administration applicable to the installation and construction of these improvements within 30 days of billing.

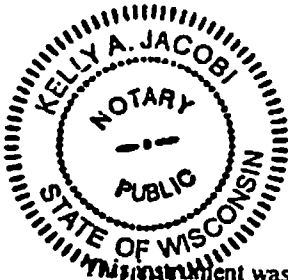
This consent and waiver runs with the land and benefits and binds the respective personal representatives, heirs, successors, and assigns of the undersigned.

WESTERN LAND DEVELOPMENT, LLC

By: Ronald N. Ryman
Western Land Development, LLC
Ronald N. Ryman – Member

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS.

Personally came before me this 13th day of September, 2004, the above named Western Land Development, LLC by Ron Ryman, Member, to me known to be the person who executed the foregoing instrument.



Kelly A. Jacobi
* Kelly A. Jacobi
Notary Public, Washington County, WI
My Commission is permanent.
(If not, State expiration date: 10/29/06)

This instrument was drafted by Justin Drew, City Planner.

WESTERN LAND DEVELOPMENT, LLC
AMENDMENT NO. 1 TO DEVELOPER'S AGREEMENT
WESTERN HILLS WEST SUBDIVISION

Document Number

Document Title

DOC#: 1072584



Recorded
DEC. 16, 2004 AT 10:15AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$15.00

Recording Area

15.3

Name and Return Address

HARTFORD ABSTRACT & TITLE CO., INC.
1111 E. Summer Street
P.O. Box 270387
Hartford, WI 53027-0387

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this space does not constitute any part of the document and is not to be recorded. Wisconsin Statutes, 10.117, 10.118 & 10.119

**WESTERN LAND DEVELOPMENT, LLC
AMENDMENT NO. 1 TO DEVELOPER'S AGREEMENT
WESTERN HILLS WEST SUBDIVISION**

Western Land Development, LLC, owner/developer of Phases I, II, III and IV of Western Hills West Subdivision, does hereby amend the DEVELOPER'S AGREEMENT that was recorded October 18th, 2004, at 10:00 AM as Document No. 1066121 in the Washington County Registry, to clarify that the metes and bounds legal description set forth therein includes the subdivision known and platted as WESTERN HILLS WEST PHASES I & II, which includes Lots 1 through 99. Said DEVELOPER'S AGREEMENT also includes future Phases III and IV of said Western Hills West Subdivision, which plats are not yet recorded.

Dated this 15th day of December, 2004, at Hartford, Wisconsin.

WESTERN LAND DEVELOPMENT, LLC

By:

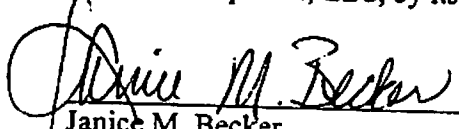

KENNETH E. DOMURATH,
Managing Member.

STATE OF WISCONSIN

SS

WASHINGTON COUNTY

Personally came before me this 15th day of December, 2004, the above named Kenneth E. Domurath, to me known to be the person who executed the foregoing instrument as managing member of Western Land Development, LLC, by its authority.

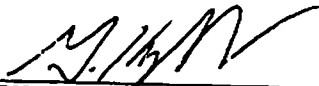

Janice M. Becker

Notary Public, State of Wisconsin.
My commission expires 9/14/08.

This instrument was drafted by
Kenneth E. Domurath.

The above AMENDMENT NO. 1 TO DEVELOPER'S AGREEMENT is hereby approved and confirmed by the CITY OF HARTFORD.

CITY OF HARTFORD

By: 

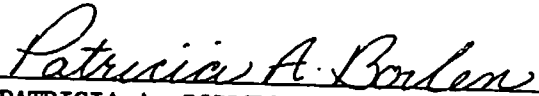
GARY KOPPELBERGER,
City Administrator.

STATE OF WISCONSIN

SS

WASHINGTON COUNTY

Personally came before me this 15 day of December, 2004, the above named
Gary Koppelberger as City
Administrator of the City of Hartford, by its authority.


PATRICIA A. BORLEN
Notary Public, State of Wisconsin.
My commission expires 3/30/08.

TEMPORARY EASEMENT FOR INGRESS
AND EGRESS

Document Number

Document Title

DOC#: 1060234



Recorded
AUG. 20, 2004 AT 01:30PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$17.00

Recording Area

Name and Return Address

Hartford Abstract & Title Co., Inc.
P. O. Box 270397
Hartford, WI 53027

17.4

Forced Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover sheet will not make an unrecorded document eligible for recording.

To be executed once partial
release is approved.

TEMPORARY EASEMENT FOR INGRESS AND EGRESS

WESTERN LAND DEVELOPMENT, LLC, by Kenneth Domurath, its authorized Member, does hereby grant to MICHAEL GRISSMAN and GAIL M. GRISSMAN, husband and wife, their heirs, successors and/or assigns, including any Mortgagee or highest bidder upon foreclosure of a Mortgage encumbering the property described as Parcel "B", an easement for ingress and egress over and across that Parcel owned by said Western Land Development, LLC, described as Parcel "A" in the attached rider, to serve the property owned by MICHAEL GRISSMAN and GAIL M. GRISSMAN, husband and wife, described as Parcel "B" in the attached rider.

Said Easement shall be for ingress and egress only and said easement area shall not be obstructed in any manner.

This Easement shall be a temporary easement, to be effective only until such time as the Plat of WESTERN HILLS WEST is recorded and the Streets shown thereon are laid out and paved so as to give access to the GRISSMAN parcel by virtue of Boyd Lane and other adjoining streets in WESTERN HILLS WEST. Upon completion of said streets this Easement shall become null and void and all rights granted hereunder terminated.

Dated at Hartford, WI this 30 day of July, 2004.

WESTERN LAND DEVELOPMENT, LLC

By: 

Kenneth A. Domurath, its Authorized Member

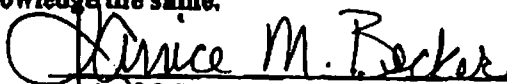
ACKNOWLEDGMENT

STATE OF WISCONSIN

SS

WASHINGTON COUNTY

Personally came before me this 30 day of July, 2004, the above named KENNETH DOMURATH, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Janice M. Becker

Notary Public, Washington County, WI

My commission expires 8/22/04.

This instrument was drafted by KENNETH DOMURATH.

EXHIBIT "A"

The North 66 feet of that part of Parcel One (1) of WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. 4746, recorded in the Office of the Register of Deeds in and for Washington County, Wisconsin, in Volume 32 of Certified Survey Maps on Pages 134 to 135 inclusive as Document No. 730633, being a part of the SW 1/4 of the SW 1/4 and part of the SE 1/4 of the SW 1/4 of Section 20, Town 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin, described as follows: Beginning at the Northwest corner of said Parcel 1; thence N89°44'09"E, along the North line of said Parcel 1, 817.74 feet; thence S00°15'52"E, 66.35 feet; thence East, 132.58 feet; thence S00°15'52"E, 174.00 feet; thence S05°40'13"E, 99.98 feet; thence S89°44'09"W, along the South line of said Parcel 1, 536.94 feet; thence N00°01'00"E, along the Westerly line of said Parcel 1, 274.50 feet; thence S89°44'09"W, along the Southerly line of said Parcel 1, 424.59 feet; thence N00°06'53"E, along the East right of way of Pond Road, 66.00 feet to the point of beginning.

PARCEL "A"

EXHIBIT "B"

All of Parcel One (1) of WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. 4746 recorded in the Office of the Register of Deeds in and for Washington County, Wisconsin, in Volume 32 of Certified Survey Maps on Pages 134 to 135 inclusive as Document No 730633, being a part of the SW 1/4 of the SW 1/4 and part of the SE 1/4 of the SW 1/4 of Section 20, Town 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM the following: That part of Parcel One (1) of WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. 4746, recorded in the Office of the Register of Deeds in and for Washington County, Wisconsin, in Volume 32 of Certified Survey Maps on Pages 134 to 135 inclusive as Document No. 730633, being a part of the SW 1/4 of the SW 1/4 and part of the SE 1/4 of the SW 1/4 of Section 20, Town 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin, described as follows: Beginning at the Northwest corner of said Parcel 1; thence N89°44'09"E, along the North line of said Parcel 1, 817.74 feet; thence S00°15'52"E, 66.35 feet; thence East, 132.58 feet; thence S00°15'52"E, 174.00 feet; thence S05°40'13"E, 99.98 feet; thence S89°44'09"W, along the South line of said Parcel 1, 536.94 feet; thence N00°01'00"E, along the Westerly line of said Parcel 1, 274.50 feet; thence S89°44'09"W, along the Southerly line of said Parcel 1, 424.59 feet; thence N00°06'53"E, along the East right of way of Pond Road, 66.00 feet to the point of beginning.

PARCEL "B"

ELECTRIC UTILITY EASEMENT

Document Number

Document Title

For and in consideration of the sum of One Dollar (\$1.00) to it paid the receipt thereof is hereby acknowledged, Michael Grissman and Gail Grissman do hereby grant to the City of Hartford Electric Utility, Marcus Cable, and Ameritech hereinafter called "Grantees", their successors and assigns, the right permission and authority to construct, install, operate, and maintain underground electric power lines and cable lines together with the necessary transformers, wires, other appliances necessary and usual in the distribution and transmission of electric power and electronic communication signals and services; and to string, operate maintain and replace wires and cables thereon, and to install, operate, maintain and replace conduit and cables underground, together with user equipment, pedestals, terminals, markers and other appurtenant equipment, and also to construct, install, operate, maintain and replace ad mounted transformer enclosures together with concrete slabs, transformers and other necessary and usual appurtenant equipment, all for the purpose of transmitting electrical energy and electronic communication signals and services upon, over, across, within and beneath certain easement areas described as follows:

The North 15.00 feet of Parcel 1 of Certified Survey Map Number 4746, Volume 32, Pages 134 and 135, being a part of the SW 1/4 of Section 20, Town 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin.

Permission is granted to said Utilities and their agents to enter upon said premises for the purpose of exercising the rights herein acquired.

The Grantees agree to restore the surface of the ground if disturbed by the exercise of any rights granted herein to as nearly as reasonably possible to the condition which existed prior to entry.

798838

RECORDED
OCT. 22, 1998 AT 09:00AM

DOROTHY C. GONNERING
REGISTER OF DEEDS

WASHINGTON COUNTY, WI

FEE AMOUNT \$12.00

12-2
Recording Area

Name and Return Address

Attorney Karen M. Christianson
O'Meara Law Office
P.O. Box 468
Hartford, WI 53027

Parcel Identification Number (PIN)

Dated this 12TH day of OCTOBER, 1998.

Michael Grissman
Michael Grissman

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS

Personally came before me, this 12TH day of OCTOBER, 1998, the above named Michael Grissman, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Dodge Co., Wisconsin
Edward E. DeLunco, Jr.
Notary Public Edward E. DeLunco, Jr.
My Commission 11-04-2001

Dated this 12TH day of OCTOBER, 1998.

Gail Grissman
Gail Grissman

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS

Personally came before me, this 12TH day of OCTOBER, 1998, the above named Gail Grissman, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Dodge Co., Wisconsin
Edward E. DeLunco, Jr.
Notary Public Edward E. DeLunco, Jr.
My Commission 11-04-2001

This Document Was Drafted By:
Karen M. Christianson
Attorney-At-Law
West Bend, WI 53095

Return to:
Karen M. Christianson
P.O. Box 468
Hartford, WI 53027

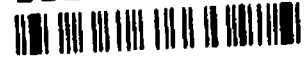
EASEGR

ORDINANCE NO. 993
AN ORDINANCE ANNEXING TERRITORY
TO THE CITY OF HARTFORD, WISCONSIN
(75.48 Acres-Dove Group, Inc.)

Document Number

Document Title

DOC#: 932743



Recorded
MAY 15, 2002 AT 09:00AM
DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$21.00

21-6

RETURN TO:

City Clerk Marjorie C. Savana
City of Hartford
109 North Main Street
Hartford, WI 53027

Cape

ORDINANCE NO. 993

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF HARTFORD, WISCONSIN (75.48 Acres – Dove Group, Inc.)

The Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, do ordain as follows:

SECTION 1: TERRITORY ANNEXED. In accordance with Section 66.0217 of Wisconsin Statutes, the following described territory located in the Town of Hartford, Washington County, Wisconsin is annexed to the City of Hartford, Wisconsin:

A part of the Northeast 1/4 of the Southwest 1/4, a part of the Southeast 1/4 of the Southwest 1/4, a part of the Southwest 1/4 of the Southwest 1/4, Lot 2, Certified Survey Map (CSM) No. 3469, recorded in Volume 21, Pages 81-83, Certified Survey Maps, Washington County Register of Deeds Office, Parcel 1, Certified Survey Map No. 4746, recorded in Volume 32, Pages 134-135, said Certified Survey Maps, all in Section 20, a part of the Northeast 1/4 of the Northwest 1/4 of Section 29, a part of the Southeast 1/4 of the Southeast 1/4, Section 19, all in Town 10 N.-R. 18 E., Town of Hartford, Washington County, Wisconsin and being more particularly described as follows:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 20; thence South 00°-02'-49" East along the East line of the Southwest 1/4 of said Section 20, 1,979.43 feet; thence South 89°-43'-11" West along the North line of Lot 1, R.C.R. Lands No. 1, and on its extension Easterly, 153.00 feet; thence South 00°-02'-49" East along the West line of Lots 1, 2, 3, 4, Outlot 2 and Outlot 1, said R.C.R. Lands No. 1, 504.75 feet; thence South 89°-43'-11" West along the North line of Lots 7, 8 and 9, said R.C.R. Lands No. 1, 368.11 feet; thence South 00°-35'-30" East, 153.00 feet to a point on the south line of the SW 1/4 of said Section 20; thence South 00°-35'-30" East along the West line of Parcel 1, Certified Survey Map No. 3681, recorded in Volume 23, Page 58, said Certified Survey maps, 659.33 feet; thence South 89°-43'-57" West along the South line of the North 1/2 of the North 1/2 of the Northwest 1/4 of said Section 29, 808.59 feet; thence North 00°-25'-30" West, 661.04 feet along the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 20 and the west line of Tax Key No. T6-0739 to a point being the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°-43'-11" East, 331.58 feet along the south line of the Southwest 1/4 of said Section 20 to the Southwest corner of Tax Key Parcel No. T06-0443; thence North 00°-00'-42" East, 990.40 feet along the west line of said Tax Key Parcel No. T06-0443 to the Southeast corner of Parcel 1 of CSM #4746; thence North 89°-32'-50" West, 1186.12 along the south line of CSM #4746; thence North 260.84 feet; thence South 89°-16'-56" West, 503.60 feet along the south line of said CSM #4746 and its Westerly extension to the West line of Pond Road; thence North 00°-06'-42" East, 56.49 feet along the West line of said Pond Road; thence North 89°-44'-08" East along the North line of Parcel 1, Certified Survey Map No. 4746 and on its extension Westerly, 1688.66 feet; thence North 00°-02'-22" East along the West line of said Lot 2, Certified Survey Map No. 3469, 357.18 feet to the south line of Clifford Drive (also being the northeast corner of Lot 3 of CSM 2251) thence North 89°-57'-38" West, 75.00 feet along the south line of Clifford Drive and the north line of Lot 3 of CSM #2251; thence North 00°-02'-22" East, 66.00 feet to the north line of said Clifford Drive. Thence South 89°-57'-38" East,

75.00 feet along the north line of Clifford Drive (also being the south line of Lot 2 of CSM #2251) to a point on the west line of CSM #3469; thence North 00°-02'-22" East, 605.19 feet to the northwest corner of Lot 2 of CSM No. 3469; thence North 89°-45'-05" East along the North line of said Lot 2, Certified Survey map No. 3469, 331.71 feet; thence South 00°-00'-28" East along the West line of Lot 1, Certified Survey Map No. 1268, recorded in Volume 6, Page 306, said Certified Survey Maps, 37.29 feet; thence North 89°-45'-05" East along the South line of said Lot 1, Certified Survey Map Number 1268, 132.00 feet; thence North 00°-00'-28" West along the East line of said Lot 1, Certified Survey Map No. 1268, and on its extension Northerly, 327.79 feet; thence North 89°-45'-05" East along the North line of the Southwest 1/4 of said Section 20, 529.36 feet to the point of beginning and containing 75.48 acres of land more or less.

SECTION 2: EFFECT OF ANNEXATION. From and after the date and filing of this ordinance, the territory described in Section 1 shall be a part of the City of Hartford for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Hartford.

SECTION 3: ZONING CLASSIFICATION. The parcel of land shall be zoned as follows:

Lands to be Zoned B-3 more fully described as follows:

Beginning at the northeast corner of the Southwest 1/4 of said Section 20; thence South 00°-02'-49" East, along the East line of the Southwest 1/4 of said Section 20, 363.82 feet; thence North 88°-50'-34" West, 330.87 feet; thence North 00°-01'-28" West, 42.71 feet; thence South 89°-41'-32" West, 198.79 feet; thence North 00°-00'-28" West, 313.20 feet to a point on the North line of the Southwest 1/4 of said Section 20; thence along said North line of the Southwest 1/4 of Section 20, North 89°-45'-05" East, 529.36 feet to the point of beginning and containing 4.16 acres of land more or less.

Lands to be Zoned A-1 more fully described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 20; thence South 00°-02'-49" East, along the east line of the Southwest 1/4 of said Section 20, 363.82 feet to the point of beginning; thence continuing along said East line of the Southwest 1/4 of said Section 20, South 00°-02'-49" East, 1615.61 feet; thence South 89°-43'-11" West, along the North line of the Lot 1, R.C.R. Lands No. 1 and on its extension easterly, 331.34 feet; thence North 00°-01'-41" West, 1623.91 feet; thence South 88°-50'-34" East, 330.87 feet to the point of beginning and containing 12.31 acres of land more or less.

Lands to be Zoned RS-4 more fully described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 20; thence South 00°-02'-49" East along the East line of the Southwest 1/4 of said Section 20, 1979.43 feet; thence South 89°-43'-11" West along the north line of Lot 1, R.C.R. Lands No. 1, and on its extension Easterly, 153.00 feet to the point of beginning; thence South 00°-02'-49" East along the West line of Lots 1, 2, 3, 4, Outlot 2 and Outlot 1, said R.C. R. Lands No. 1, 504.75 feet; thence South 89°-43'-11" West along the North line of Lots 7, 8 and 9, said R.C.R. Lands No. 1, 368.11 feet; thence South

00°-35'-30" East, 153.00 feet to a point on the South line of the Southwest 1/4 of said Section 20; thence South 00°-35'-30" East along the West line of Parcel 1, Certified Survey Map No. 3681, recorded in Volume 23, Page 58, said Certified Survey Maps, 659.33 feet; thence South 89°-43'-57" West along the South line of the North 1/2 of the Northwest 1/4 of said Section 29, 808.59 feet; thence North 00°-25'-30" West, 659.42 feet along the West line of the northeast 1/4 of the Northwest 1/4 of said Section 20 and the West line of Tax Key No. T6-0739 to a point being the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°-43'-11" East, 331.12 feet along the South line of the Southwest 1/4 of said Section 20 to the Southwest corner of Tax Key Parcel No. T06-0443; thence North 00°-00'-42" East, 990.40; thence North 00°-09'-20" West 328.19 feet; thence North 00°-02'-22" East 357.18 feet along the West line of Tax Key Parcel No. T06-0443 and Lot 2 of CSM No. 3469 to a point on the South line of Clifford Drive (also being the Northeast corner of Lot 3, CMS No. 2251); thence North 89°-57'-38" West, 75.00 feet along the South line of Clifford Drive and the North line of Lot 3, CSM No. 2251; thence North 00°-02'-22" East, 66.00 feet to the North line of said Clifford Drive; thence South 89°-57'-38" East, 75.00 feet along the North line of Clifford Drive (also being the South line of Lot 2, CSM No. 2251) to a point on the West line of CSM No. 3469; thence North 00°-02'-22" East, 130.01 feet; thence South 89°-38'-32" East, 663.06 feet; thence South 00°-01'-41" East, 1206.93 feet; thence North 89°-43'-11" East, 178.34 feet to the point of beginning and containing 42.19 acres of land more or less.

Lands to be Zoned I-1 more fully described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 20; thence South 00°-02'-49" East along the East line of the Southwest 1/4 of said Section 20, 363.82 feet; thence North 88°-50'-34" West, 330.87 feet to the point of beginning; thence South 00°-01'-41" East, 416.98 feet; thence North 89°-38'-32" West, 663.06 feet to a point on the West line of CSM No. 3469; thence North 00°-02'-22" East, 475.18 feet to the Northwest corner of Lot 2, CSM No. 3469; thence North 89°-45'-05" East along the North line of Lot 2, CSM No. 3469, 331.71 feet; thence South 00°-00'-28" East along the West line of Lot 1, CSM No. 1268, recorded in Volume 6, Page 306, said Certified Survey Maps, 37.29 feet; thence North 89°-45'-05" East along the South line of Lot 1, CSM No. 1268, 132.00 feet; thence North 00°-00'-28" West along the east line of said Lot 1, CSM No. 1268, 14.59 feet; thence North 89°-41'-32" East, 198.79 feet; thence South 00°-01'-28" East, 42.71 feet to the point of beginning and containing 7.08 acres of land more or less.

Lands to be Zoned A-1 more fully described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 20; thence South 00°-02'-49" East along the East line of the Southwest 1/4 of said Section 20, 1318.59 feet; thence South 89°-44'-08" West, 994.82 feet to a point on the Westerly extension of the North line of Parcel 1, CSM No. 4746 and the point of beginning; thence South 00°-09'-20" West, 328.19 feet to the southeast corner of Parcel 1, CSM No. 4746; thence North 89°-32'-50" West, 1186.12 feet along the South line of CSM No. 4746; thence North 260.84 feet; thence South 89°-16'-56" West, 503.60 feet along the South line of said CSM No. 4746 and its Westerly extension to the West line of Pond Road; thence North 00°-06'-42" East, 56.49 feet along the West line of said Pond Road; thence North 89°-44'-08" East along the North line of Parcel 1, CSM No. 4746 and on its extension easterly, 1688.66 feet to the point of beginning and containing 9.36 acres of land more or less.

SECTION 4: ALDERMANIC DISTRICT DESIGNATION. The territory described in Section 1 of this ordinance is hereby made part of the *2nd Aldermanic District* of the City of Hartford, subject to the rules, ordinances, and regulations of the City governing aldermanic districts.

SECTION 5: WARD DESIGNATION. *Ward 23* is hereby created to encompass the territory described in Section 1 of this Ordinance.

SECTION 6: SUPERVISORY DISTRICT DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made part of the *22nd Supervisory District*.

SECTION 7: OFFICIAL MAP. The City of Hartford Official Map is hereby amended to include the territory described in Section 1 as a contiguous part of the City of Hartford.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication as required by law.

Signed:



Scott M. Henke, Mayor

INTRODUCED: March 26, 2002

ADOPTED: April 9, 2002

ATTEST: 

Marjorie C. Savana, City Clerk

STATE OF WISCONSIN)
COUNTY OF WASHINGTON) ss
CITY OF HARTFORD)

Personally came before me this 15th day of April, 2002 Scott M. Henke, Mayor, and Marjorie C. Savana, City Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said foregoing instrument as such officers, pursuant to authority granted by the City of Hartford Common Council on the 9th day of April, 2002.



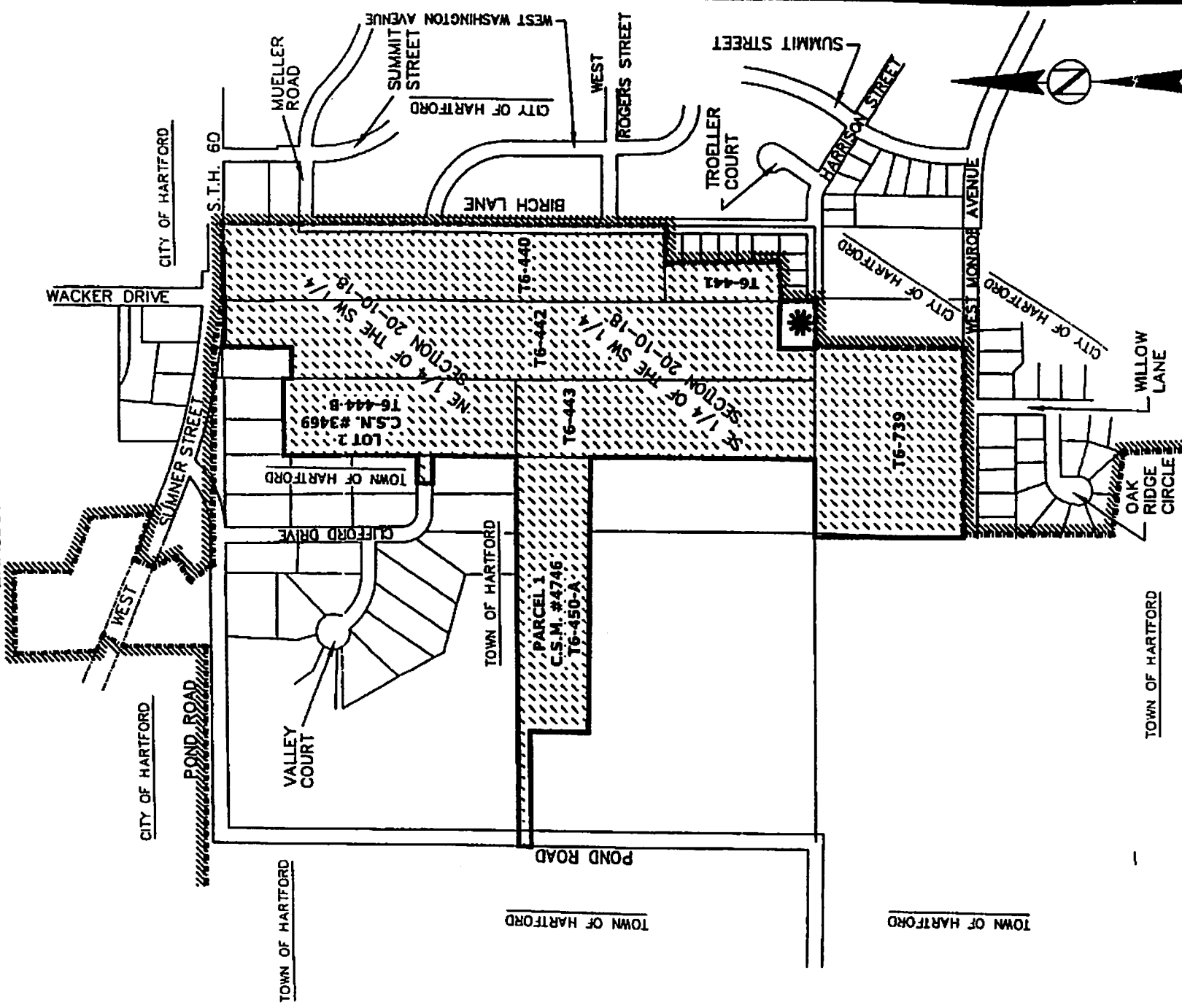
Patricia A. Borlen, Notary Public
Washington County, Wisconsin
My Commission Expires 4/4/04

DRAFTED BY: John C. Spielmann, City Planner & Director of Development

ANNEXATION MAP

EXHIBIT "B"

DOC#: 932743



TOWN OF HARTFORD

SCALE: 1" = 600'



*SEPARATE ANNEXATION PETITION
PROJECT NO. 12529

Ordinance No. 1047

DOC#: 1045187



Document Number

Document Title

Recorded

APR. 23, 2004 AT 10:00AM

SHARON A. MARTIN

REGISTER OF DEEDS

WASHINGTON COUNTY, WI

Fee Amount: \$19.00

19-5

RETURN TO:

Marjorie Savana, City Clerk

City of Hartford

109 North Main Street

Hartford, WI 53027

Ordinance No. 1047

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF HARTFORD, WISCONSIN
Boyd Property: T6-0742; T6-0450-00Z; T6-0445-00Z

The Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, do ordain as follows:

SECTION 1: TERRITORY ANNEXED. In accordance with Section 66.0217 of Wisconsin Statutes, the following described territory located in the Town of Hartford, Washington County, Wisconsin is annexed to the City of Hartford, Wisconsin.

Being all that part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 20 and all that part of the Southeast 1/4 of the Southeast 1/4 of Section 19 and all of the Northwest 1/4 of the Northwest 1/4 of Section 29, all in Township 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin, more particularly bounded and described as follows;

Commencing at the South 1/4 corner of said Section 20; thence S.89°43'11"W., along the south line of the Southwest 1/4 of said Section 20, 994.75 feet to the point of beginning of the hereinafter described lands; thence continue westerly along said line, 331.58 feet to the east line of the west 1/2 of said Northwest 1/4 of Section 29; thence S.00°25'30"E., along said east line, 1,318.28 feet to the south line of the north 1/2 of said Northwest 1/4 of Section 29; thence S.89°44'43"W., along said south line, 1,323.45 feet to the west line of said Northwest 1/4 of Section 29; thence N.00°33'00"W., along said west line, 1,284.70 feet to the south line of Pond Road; thence S.89°57'55"W., along said south line, 33.00 feet to the west line of Pond Road; thence N.00°06'34"E., along said west line, 1,295.45 feet; thence N.89°16'56"E., 502.64 feet; thence South, 260.84 feet; thence S.89°32'50"E., 1,186.12 feet; thence S.00°00'42"W., 990.40 feet to the point of beginning. Said lands contain 3,567,924 square feet or 81.90 acres.

SECTION 2: EFFECT OF ANNEXATION. From and after the date and filing of this Ordinance, the territory described in Section 1 shall be a part of the City of Hartford for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Hartford.

SECTION 3: ZONING CLASSIFICATION. The parcel of land shall be zoned as follows:

Rs-4 ZONING:

Being all that part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 20 and all that part of the Southeast 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4 of the Northwest 1/4 of Section 29, all in Township 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin, more particularly bounded and described as follows;

Commencing at the South 1/4 corner of said Section 20; thence S.89°43'11"W., along the south

line of the Southwest 1/4 of said Section 20, 994.75 feet to a to the point of beginning of the hereinafter described lands; thence continue westerly along said line, a distance of 331.58 feet to the east line of the west 1/2 of said Northwest 1/4 of Section 29; thence S.00°25'30"E., along said east line, 895.00 feet; thence S.89°21'34"W., 310.97 feet; thence S.00°38'26"E., 421.20 feet to the south line of the north 1/2 of said Northwest 1/4 of Section 29; thence S.89°44'43"W., along said south line, 1,014.06 feet to the west line of said Northwest 1/4 of Section 29; thence N.00°33'00"W., along said west line, 1,284.70 feet to the south line of Pond Road; thence S.89°57'55"W., along said south line, 33.00 feet to the west line of Pond Road; thence N.00°06'34"E., along said west line, 1,295.45 feet; thence N.89°16'56"E., 502.64 feet; thence South, 260.84 feet; thence S.89°32'50"E., 1,186.12 feet; thence S.00°00'42"W., 990.40 feet to the point of beginning. Said lands contain 3,435,859 square feet or 78.88 acres.

C-2 ZONING:

Being all that part of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin, more particularly bounded and described as follows;

Commencing at the South 1/4 corner of said Section 20; thence S.89°43'11"W., along the south line of the Southwest 1/4 of said Section 20, 1,326.33 feet to the east line of the west 1/2 of said Northwest 1/4 of Section 29; thence S.00°25'30"E., along said east line, 895.00 feet to a to the point of beginning of the hereinafter described lands; thence continue southerly along said line, 423.28 feet to the south line of the north 1/2 of said Northwest 1/4 of Section 29; thence S.89°44'43"W., along said south line, 309.39 feet; thence N.00°38'26"W., 421.20 feet; thence N.89°21'34"E., 310.97 feet to the point of beginning. Said lands contain 130,970 square feet or 3.00 acres.

SECTION 4: ALDERMANIC DISTRICT DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made part of the **2nd Aldermanic District** of the City of Hartford, subject to the rules, ordinances and regulations of the City governing aldermanic districts.

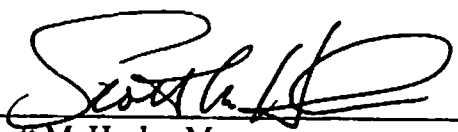
SECTION 5: WARD DESIGNATION. Ward 23 is hereby amended to encompass the territory described in Section 1 of this Ordinance.

SECTION 6: SUPERVISORY DISTRICT DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made a part of the **22nd Supervisory District**.

SECTION 7: OFFICIAL MAP. The City of Hartford Official Map is hereby amended to include the territory described in Section 1 as a contiguous part of the City of Hartford.

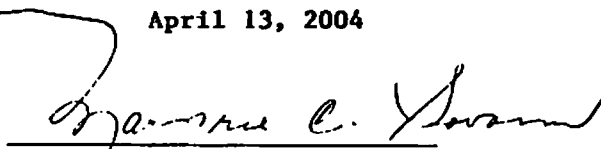
SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication as required by law.

Signed:


Scott M. Henke, Mayor

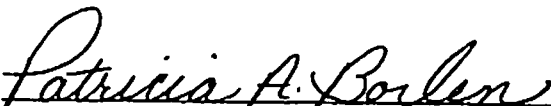
RE-INTRODUCED ON A
MOTION TO RECONSIDER: April 13, 2004

ADOPTED: April 13, 2004

ATTEST: 
Marjorie C. Savana, City Clerk

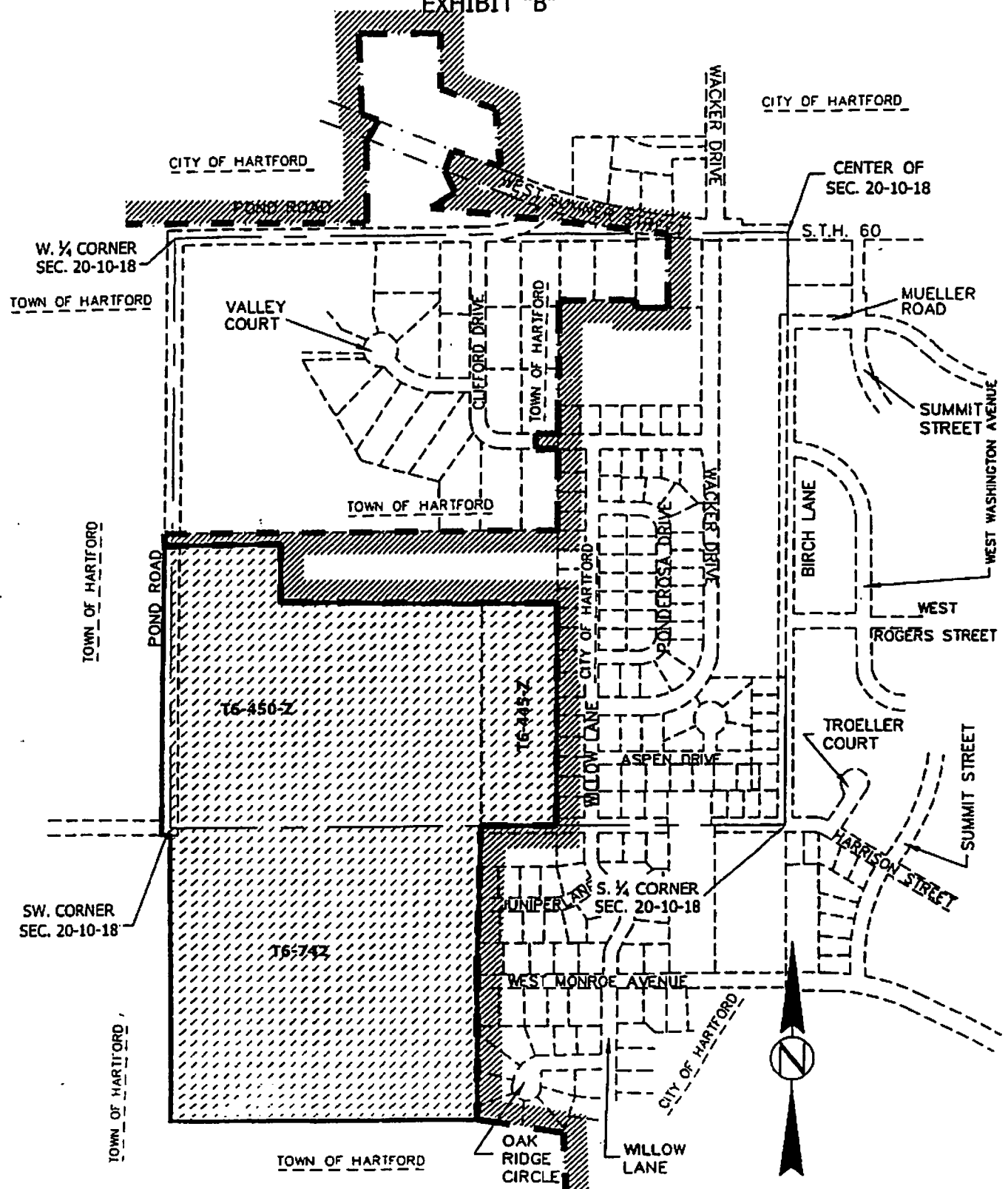
STATE OF WISCONSIN)
COUNTY OF WASHINGTON) ss
CITY OF HARTFORD)

Personally came before me this 20th day of April, 2004 Scott M. Henke, Mayor and Marjorie C. Savana, City Clerk, to me known to be the person(s) who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said foregoing instrument as such officers, pursuant to authority granted by the City of Hartford Common Council on the 13th day of April, 2004.


Patricia A. Borlen, Notary Public
Washington County, Wisconsin
My Commission Expires 3/30/08

Drafted by: J. Justin Drew, Director of Planning and Zoning

ANNEXATION EXHIBIT
EXHIBIT "B"

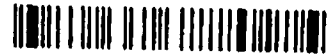


DECLARATION OF COVENANTS AND RESTRICTIONS
RESIDENTIAL PORTION OF WESTERN HILLS
WEST SUBDIVISION

Document Number

Document Title

DOC#: 1072755



Recorded

DEC. 17, 2004 AT 11:05AM

SHARON A. MARTIN

REGISTER OF DEEDS

WASHINGTON COUNTY, WI

Fee Amount: \$35.00

Recording Area

35-13

Name and Return Address

Hartford Abstract & Title Co. Inc.

P.O. Box 270397

Hartford, WI 53027

Parcel Identification Number (PIN)

**DECLARATION OF COVENANTS AND RESTRICTIONS
RESIDENTIAL PORTION OF WESTERN HILLS WEST SUBDIVISION**

Know all persons by these presents; that Western Land Development, LLC is a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin, (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of Western Hills West Subdivision, being a subdivision with the following legal description:

LEGAL DESCRIPTION: *Western Hill West Subdivision*, Being a part of Parcel 1, CSM 4746 and a part of the SW ¼ of Section 20 and a part of the SE ¼ of Section 19 and a part of the NW ¼ of Section 29, all in T.10N., R.18E., City of Hartford, Washington County, Wisconsin.

Beginning at the Northwest corner of said Section 29; thence S.00°33'00" E. along the west line of the Northwest ¼ of said Section 29, 33.00 feet; thence S.89°56'46"W., 33.38 feet; thence N.00°06'34"E., 1,352.36 feet; thence N.89°58'48"E. along the north line of the Southeast ¼ of the Southeast ¼ of said Section 19, 33.00 feet; thence N.89°44'09"E. along the north line of said Parcel 1, 850.74 feet; thence S.00°15'52"E., 66.35 feet; thence East, 132.58 feet; thence S.00°15'52"E., 174.00 feet; thence S.05°40'13"E., 99.98 feet; thence N.89°44'09"E., along the south line of said Parcel 1, 661.30 feet; thence S.00°00'44"W., along the west line of Western Hills Central, 978.36 feet; thence S.89°43'11"W. along the north line of the Northwest ¼ of said Section 29, 331.58 feet; thence S.00°25'29"E. along the east line of the Northwest ¼ of the Northwest ¼ of said Section 29, 1,318.28 feet; thence S.89°44'43"W. along the south line of the Northwest ¼ of the northwest ¼ of said Section 29, 1,323.46 feet; thence N.00°33'00"W. along the west line of the Northwest ¼ of said Section 29, 881.60 feet; thence 401.01 feet along the arc of a curve to the right, whose radius is 840.00 feet and whose chord bears N.30°52'44"E., 397.21 feet; thence N. 47°13'13" E., 80.78 feet; thence 240.57 feet along the arc of a curve to the left, whose radius is 340.00 feet and whose chord bears N.70°00'36"W., 235.58 feet; thence S.89°43'11"W., 45.87 feet; thence S.00°06'34"W., along the west line of the SW ¼ of said Section 20, 40.00 feet to the point of beginning. Said lands contain 3,681,327 square feet (84.51 acres). THIS LEGAL INCLUDES OUTLOT 1 & LOTS 1 THROUGH 99 OF WESTERN HILLS WEST PHASES I & II, a recorded Subdivision, & also includes future Phases III & IV of said Western Hills West, not yet platted. It is the intent to establish a general plan for the use, occupancy and enjoyment of said lots in order to develop the above described property as a quality conscious residential development. After the development of said lots are completed, any and all trees as far as practicable are to be preserved.

A. BUILDING RESTRICTIONS.

All of the property described above and constituting the Western Hill West subdivision shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

1. **LOTS:** All lots shall be known and described as single-family residential lots.
2. **DEFINITIONS OF RESIDENCE CLASSIFICATIONS:** The following definitions shall determine the classification of single family residences in establishing minimum allowable above front yard grade floor area requirements as set forth herein, except that garages, porches and breeze way entrances shall not be considered in determining such classifications:

One story minimum:	1, 600 sq. ft
Two story minimum:	1, 800 sq. ft.
Multi or Bi-Level:	1, 500 sq. ft above front yard grade

3. ARCHITECTURAL REVIEW:

a. Each Owner shall submit two sets of 1/4" scale building plans showing all four exterior elevations and a list of exterior materials and colors to Western Land Development, LLC or their designee for review of consistency with the design criteria indicated herein prior to submitting such plans to the City of Hartford for a building permit. The City of Hartford is aware of the Western Hills West architectural review process and will expect to see evidence of the Developer's approval on all building plans submitted to the Hartford Building Inspection Department.

b. **STRUCTURE ALTERATION/CHANGES:** In order to preserve the value of the WESTERN HILL WEST SUBDIVISION, any building, garage, fence, deck, swimming pool, change or alteration, or other structure shall be subject to approval in writing by the Developers. This approval shall be required prior to any construction as long as the Developers own any lots in the WESTERN HILL WEST SUBDIVISION.

c. Western Land Development, LLC or their designee will approve or disapprove the plans.

d. No structure shall be built in the WESTERN HILL WEST SUBDIVISION without such approval, endorsed on said plans in writing for submittal to the City of Hartford simultaneous with a request for a building permit.

4. TEMPORARY STRUCTURES: No temporary structure of any kind shall be moved on to any lot, and no living quarters of temporary character shall be permitted at any time.

5. SIDING: The exterior surface of all structures shall be natural sidings of brick, stone, wood, aluminum or vinyl. No T111 or Masonite siding or similar type product will be allowed and shall protrude no more than six (6) inches to the weather. All windows, gutters and downspouts shall be maintenance free. A minimum of 20% of the primary front elevation shall consist of a masonry product similar to brick or stone.

6. ROOF PITCH:

Ranch minimum: 8/12

Two story minimum: 6/12

Porch minimum: 4/12

7. **GARAGE:** All homes shall have an attached minimum 440 sq. ft. two car garage. All garage doors shall be maintenance free.
8. **LANDSCAPING AND STREET TREES:**
 - a. Within 90 days of occupancy permit date or the following May 15th in the event of winter construction (October 1st thru March 30th), the entire lot is to be landscaped, seeded to the point of having an established lawn, or sodded. Each Owner shall maintain their entire landscaped lot from the rear boundary line to the front lot line and the area between the sidewalk and the streets.
 - b. For all lots with up to eighty feet (80') of street frontage, a minimum of two street trees per lot shall be planted and maintained by the purchaser of each lot in Western Hill West Subdivision. On a lot with more than eighty feet (80') at the setback line, a minimum of three street trees is required. Owners of corner lots shall install at least 4 street trees along their lot within the terrace. All street trees must conform to the Western Hills West Subdivision Master Tree Plan available at the Hartford City Hall.
 - c. The Western Land Development, LLC shall install street trees at 60-foot intervals abutting Outlot 1 no later than October 15, 2005. Installation may be deferred during the months of December-March, but for deferred lots installation shall occur no later than June 1 of the year following occupancy.
 - d. The owners of Lots 138-141 may not remove trees from the easternmost thirty feet (30') of their lots, the owners of Lots 112-116 and 133-137 may not remove trees from the southernmost thirty feet (30') of their lots and the owners of Lots 128-132 shall not remove trees from the northernmost thirty feet (30') of their lots. These Lot Owners shall as necessary replace dead and diseased trees and landscaping to maintain the Upland Conservancy nature of that portion of their lots.
9. **WACKER DRIVE:** All lot owners abutting future Wacker Drive shall have their rear yards facing future Wacker Drive and no driveway entrances shall be permitted from future Wacker Drive directly to any of such lots.
10. **POND ROAD:** No driveway access or entrances shall be permitted from Pond Road directly to any lots.
11. **WEST MONROE AVENUE:** All corner lots abutting on West Monroe Avenue shall have driveways accessing the alternate street with the exception of CSM #5813. The driveways of lots 1, 2, and 3 must access to Durango Drive.
12. **GRADING AND SITEWORK:** All Owners must maintain a pad grade next to the foundation within three inches of the foundation pad grade based on the approved Grading Plan for Western Hills. Any and all earth, gravel, dirt, and/or other material dug out, moved about or placed on any lot for the purpose of backfilling a basement shall be leveled off or backfilled within six (6) months from the first day of excavation, moving or placing of such material on said lot. In addition, requirements of the City's

Standard Building Specifications, especially Section 7, sub-section 4, g, k and n, shall be met.

Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

13. **BUILDING SETBACKS:** Building setbacks and building height shall conform, at a minimum, to the requirements of the City of Hartford Zoning Ordinance.
 - a. Front yard or street side twenty-five feet (25') minimum.
 - b. Back or rear yard twenty-five feet (25') minimum.
 - c. Side yard ten feet (10') minimum.
14. **DRIVEWAYS:** All driveways, and other parking areas shall be paved with asphalt, concrete, or brick not to exceed twenty feet (20') at the property line prior to the granting of a Conditional Occupancy Permit, following application to the City for a driveway approach permit. In the event that a Conditional Occupancy Permit is sought between November 15 and March 1 of the following year, the applicant shall place in an escrow account an amount as determined by the City Engineer sufficient to cover the expense of installing the proposed driveway. In this event, the applicant shall install the driveway by May 15 of the following year. No permanent gravel drives will be permitted. All driveways will be constructed in accordance with City of Hartford ordinances. It is recommended, where practicable, driveways are to be placed on the side of the lot that allows for the most adequate flow of water towards the street. See also Addendum B to the Vacant Land Offer to Purchase.
15. **SIDEWALKS/APPROACH:** All Owners will be responsible for the installation of a concrete driveway approach, not to exceed twenty-five feet (25') in width at the curb line and twenty feet (20') in width at the lot line. Owners will construct a sidewalk at the front (and street side for a corner lot) setback along the entire lot line, the sidewalk width to be five feet (5'). The Developer shall be responsible for the placement of sidewalks on both sides of South Wacker Drive from the Eastern-most property line of the development to West Monroe Avenue. The Developer will be responsible for the placement of sidewalks on the East side of Wacker Drive from West Monroe Avenue to the Southern-most point of CSM #5813. Sidewalk and approach are to be constructed meeting the City of Hartford specifications prior to applying for a Conditional Occupancy Permit.
16. **CONSTRUCTION STANDARDS:** Each Owner must maintain the lot on which a home is being constructed so as to prevent runoff of silt onto adjoining properties. This requires silt fencing along all downhill lot lines. Each Owner shall maintain a dumpster or refuse bin on site during construction and endeavor to maintain a clean job site. No burning of construction materials will be allowed.

17. SPECIFIC EXCLUSIONS OR PROHIBITIONS:

a. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one "For Sale" sign of not more than six (6) square feet.

b. **FENCES:** Fences shall not be permitted on any lot except swimming pool fences covered by ordinance or law and dog run fences as hereinafter set forth, all fences to be compliant with current City of Hartford codes:

1. Swimming Pool fences provided they are located no closer than ten feet from any lot line and no more than six feet in height. They shall be constructed of non-chain link material, and require a building permit.

2. Dog run fences provided that they do not exceed seventy-two (72) square feet in area and five (5) feet in height. Dog run fences must be attached to the structure behind the building and not located in the front or side areas.

c. **OUTDOOR STORING/PARKING:** All recreational vehicles, boats, campers, motor homes, snowmobiles, snowmobile trailers, and motorcycle trailers present at any residence must be stored inside.

1. Parking or storage of semi-tractor cabs or trailers is prohibited in Western Hill West.

d. **ADDITIONAL BUILDING:**

1. No building or Structure shall be erected, constructed or maintained on any lot, except only a private single-family dwelling.

2. No sheds are allowed.

f. **PETS:** No poultry or livestock of any kind (other than standard house pets) shall be kept or raised on the premises.

g. **SUMP PUMPS:**

1. Lots 20 through 29 on Tahoe Lane must have sump pump discharges facing the detention pond.

2. Lots 74, 85, 86, 91, 91, 98, and 99 must have sump pump discharges connected to the main storm system.

h. **SANITARY LATERALS:**

1. Lots 26 through 33 on Tahoe Lane have to be installed at the minimum slope of 1/8" per foot.

2. Lots 43 through 49 on Boyd Lane have to be installed at the minimum slope of 1/8" per foot.

18. MISCELLANEOUS:

a. **BINDING COVENANTS:** The covenants and restrictions contained herein shall run with the land and shall be binding upon and inure to the benefit of all persons having any right, title or interest in said property or any part thereof, and shall be binding on their respective heirs, legatees, representatives, successors and assigns. In any case of conflict between these covenants, conditions and restrictions and the ordinances of the City of Hartford, the ordinances of the City of Hartford shall prevail.

b. **ENFORCEMENT.** Enforcement hereof will be vested with the Western Hills West Homeowners Association (WHWHA) or by proceeding by the WHWHA at law or in equity to redress violations or to recover damages. Enforcement may also be had by a private right of action by any lot owner subject to the terms herein. Invalidity of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions of these Declarations, all of which shall remain in full force and effect.

B. OWNERS ASSOCIATION.

1. An unincorporated association, the Western Hills West Homeowners Association (herein referred to as the "Association" or WHWHA), of the owners of lands in Western Hills West, is hereby created for purposes of managing and controlling subdivision common areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners (common area lands will be owned in fractional ownership by the owners of lands in Western Hills West). Owners are defined as including single-family lot owners; where more than one person owns an interest in the property, as reflected by the deed conveying ownership, those individuals collectively are deemed to be a single Owner for the purposes of participating in the Association.
2. The term common area shall include the following areas:
 - a. All outlets, conservancy areas, detention basins, wetlands and common areas shown on the plats or certified survey maps of the lands subject to this Declaration.
 - b. The area of easements granted to the Association by the Developer over portions of the lands subject to this Declaration for the purposes of installing entryway monuments and landscaping.
 - c. The grass area and any fencing and landscaping contained within the public right-of-way of any public roadway within the lands subject to this Declaration and any grass area designated as future streets.

d. All sidewalks abutting Wacker Drive from the Eastern most property line of the development to Monroe Street will be considered common area and maintained by the WHWHA.

e. In the event that future Wacker Drive from Monroe to the Southern property line is constructed during a time frame not to exceed ten (10) years beyond June 30th, 2006, a sidewalk on the East side of the street from West Monroe Avenue to the Southern end of CSM #5813 will be built at the Developers expense using funds escrowed by the Developer with the City. Said sidewalk will be considered a common area and maintained by WHWHA.

3. The association shall be governed by a five-member Committee, hereinafter referred to as the "Committee" which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be appointed by the Developer after all single family lots have been sold. Prior to then, governance shall be vested solely with the Developer. To maintain good communication, the Developer shall hold a meeting of the Association after 20 % of the single-family houses in the Subdivision are occupied (to which a City representative will be invited), and such other meetings as the Developer shall determine, until the Committee is appointed.
4. To qualify as a member of the Committee, a person must be an Owner in Western Hills West.
5. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee, Owners of single-family lots shall have one (1) vote for each lot owned.
6. The term of office of the initial members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the un-expired term of such member shall be filled by a special election.
7. All meetings of the Committee shall be open to Owners and held upon not less than ten (10) days prior written notice to all of the Owners. Three (3) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.
8. The Committee shall have the following duties:
 - a. Provide for the control and maintenance of the lands and improvements in the Common Areas.
 - b. Establish dates and procedures for the election of members of the Committee.
 - c. Promulgate operating procedures for the conduct of the Association and Committee affairs.

d. Enforcement of the provisions of these covenants.

9. The Committee shall have the following powers:

a. Cause the Common Area to be maintained, repaired, landscaped (where appropriate), and kept in good clean and attractive condition.

b. Enter into contracts and employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder.

c. Levy and collect assessments in accordance with the provisions of the following Paragraph 10.

10. The Committee shall levy and collect assessments in accordance with the following:

a. The owner of each single family lot shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the common area and other WHWA activities. Such annual assessment shall be a pro-rata share (one (1) share per lot for each single family lot) of the costs incurred or to be incurred by the Association in performing its duties. Said assessments shall be used to insure the maintenance of the improvement made to the common area the cost of labor, equipment, materials, management, and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs, and enforcing the provisions of these Sections.

b. Assessments must be approved at a duly convened meeting of the Committee.

c. Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by certified mail, addressed to the last known address of such owner.

d. Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed until it has been paid in full. The assessment and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

f. The Committee may record a document with the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

g. Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

h. Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as to the foreclosure of a mortgage on real property.

11. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member, or agents, or employees of the Committee. The association shall indemnify and hold the members of the Committee harmless from and against any and all costs and expenses, including reasonable attorney fees, in connection with any suit or other action relating to the performance of their duties hereunder.
12. Failure of the association or the Committee to enforce any provisions contained in these covenants, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.
13. In the event the property owners do not properly maintain any storm water retention basins, drainage easements or outlots, the City may send written notice to the WHWHA indicating that the City has determined that the same are not being properly maintained and further indicating that the City will perform such maintenance if not properly done by the property owners or the WHWHA. The above mentioned notice shall give the owners and/or WHWHA a minimum of seven days to correct the problem unless an emergency exists, in which case less than seven days may be allowed for correction of the problem. If maintenance is not properly performed within the time granted by the above-referenced notice, the City shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the owners or WHWHA on a pro rata basis for any costs incurred by the City as a result of such maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627(16) Wisconsin Statutes. If such charges are not paid by the owners or WHWHA within the period fixed by the City, the charges shall become a lien upon the lots within the subdivision as provided in Section 66.6027, Wisconsin Statutes, and shall be extended upon the tax rolls as a delinquent tax against the lots within the subdivision as provided in Section 66.6027, Wisconsin Statutes Overall, if the Committee shall fail to discharge its duties under this Section within sixty (60) days of written demand by the City, the City may discharge the duties of the Committee. The costs of the City incurred in connection therewith shall be charged to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurred a charge equal to such Owner's pro rata share, of such costs.

C. DRAINAGE AREAS.

1. Each owner of the lands upon which a permanent drainage easement is located is required to maintain their permanent drainage area, including mowing and maintaining the grass. Each owner of lands upon which a permanent drainage easement is located is required to make repairs that may be required to permit the drainage of the surface water received on their property from the Western Hill West Subdivision in accordance with the approved plans and specifications as part of the Master Drainage Plan on file with the City of Hartford.
2. The City of Hartford, and its employees and agents, are authorized to access the drainage areas to conduct inspections of storm water practices as the City of Hartford deems necessary to ascertain that the practices are being maintained and repaired as necessary to permit the proper drainage of surface water through the Western Hill West subdivision. In the event the owner of lands upon which a drainage easement is located does not properly maintain or repair any drainage easement area, the City of Hartford may send written notice to the affected owner indicating that the City has determined that the drainage easement area is not being properly maintained or repaired, and further indicating that the City of Hartford has the right to perform such maintenance or repair if not properly done by the lot owner. The above-referenced notice shall give the lot owner a minimum of seven (7) days to correct the problem. If the drainage easement area is not properly maintained or repaired within the time granted by the above-referenced notice, the City of Hartford shall then have the authority to maintain or repair any such drainage easement area referred to in said notice and shall have the right to charge the lot owner for any costs incurred by the City as a result of said maintenance or repair. Said costs shall be assessed as special charges pursuant to Section 66.0627(1), Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the City of Hartford, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627(1), Wis. Stats. and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627(1), Wis. Stats.
3. The Developers, for good and valuable consideration, do hereby sell, assign and convey on the City of Hartford an easement, right-of-way' and license over, across, and upon the property described on Plat of Subdivision as drainage areas, for the drainage of surface water from lands elsewhere within the City of Hartford, and to authorize, but not obligate the City of Hartford to maintain and repair the drainage easement areas if not properly done by the Home Owners Association on which the storm water detention basin areas are located, as described in this section. This easement shall run with the land and shall be binding on and shall be to the benefit of the Association, the City and their heirs, successors and assigns.

D. AMENDMENT PROVISIONS.

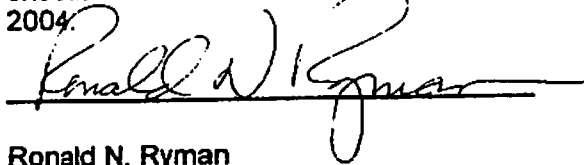
After the Developer has sold all lots in Western Hill West, any of the provisions of this Declaration may be annulled, waived, changed, modified, or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least ninety percent (90%) of the votes in the Association; provided however, that any such action must also be approved in writing by the City of Hartford. This declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the Office of the Register of Deeds for Washington County, Wisconsin.

E. DURATION OF RESTRICTIONS.

These restrictions shall be in force for a period of Thirty-five (35) years from the date of this declaration being recorded, after which time this declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the buyers of all the lots affected by this declaration has been recorded changing the covenants established in this declaration in whole or in part or reducing the term, and shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any Owner.

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the City of Hartford, Washington County, the State of Wisconsin and the federal government, and the same may be more restrictive than these Restrictions. In the event there is a conflict between the requirements of these Restrictions and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

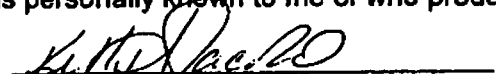
In witness whereof, the undersigned; being a Member Western Land Development, LLC has executed this Declaration of Covenants and Restrictions this 16th day of DECEMBER 2004.

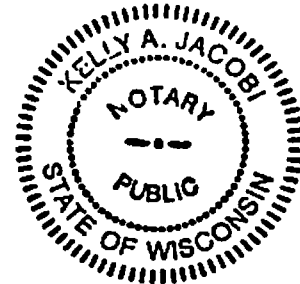


Ronald N. Ryman
Western Land Development, LLC

State of Wisconsin
County of Waukesha

The foregoing instrument was acknowledged and executed before me this 16th day of December, 2004, by Ronald N. Ryman, who is personally known to me or who produced identification.


Notary Public
My commission expires: 10-29-06



DRAFTED BY: KENNETH DOMRATH of WESTERN LAND DEVELOPMENT, LLC

HARTFORD ABSTRACT & TITLE, INC. PRIVACY POLICY

We collect information about you (your name, address, telephone and social security numbers) and information about your transaction, including the identity of the real property that you are buying, selling or refinancing. We obtain a copy of any deeds, notes or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney or real estate broker that you have chosen. We also obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow or settlement services, mortgage lending or mortgage loan servicing, we may get your social security number and additional information from third parties including appraisals, credit reports, land surveys, escrow account balances and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please contact us.

How we use this information

The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There is no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction to protect against fraud or unauthorized transactions for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information

We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services for you. We maintain physical, electronic and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

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