

Document Number

Developer's Agreement for
The Estates of Bristol Ridge

Plot # 1765 recorded 25
8-7-14 Doc. # 17316665



DOCUMENT
1731666

RECORDED
At Kenosha County, Kenosha WI 53140
JoEllyn L. Storz, Registrar of Deeds
August 07, 2014 1:35 PM
\$30.00
Pages 25

Recording Area

Name and Return Address

John E. Hotvedt
Hotvedt & Terry, LLC
4015 - 80th Street, Suite H
Kenosha, WI 53142

See below
(Parcel Identification Number)

- | | | |
|-------------------|-------------------|-------------------|
| 37-4-121-122-0501 | 37-4-121-122-0521 | 37-4-121-122-0541 |
| 37-4-121-122-0502 | 37-4-121-122-0522 | 37-4-121-122-0542 |
| 37-4-121-122-0503 | 37-4-121-122-0523 | 37-4-121-122-0543 |
| 37-4-121-122-0504 | 37-4-121-122-0524 | 37-4-121-122-0544 |
| 37-4-121-122-0505 | 37-4-121-122-0525 | 37-4-121-122-0545 |
| 37-4-121-122-0506 | 37-4-121-122-0526 | 37-4-121-122-0546 |
| 37-4-121-122-0507 | 37-4-121-122-0527 | 37-4-121-122-0547 |
| 37-4-121-122-0508 | 37-4-121-122-0528 | 37-4-121-122-0548 |
| 37-4-121-122-0509 | 37-4-121-122-0529 | 37-4-121-122-0549 |
| 37-4-121-122-0510 | 37-4-121-122-0530 | 37-4-121-122-0550 |
| 37-4-121-122-0511 | 37-4-121-122-0531 | 37-4-121-122-0551 |
| 37-4-121-122-0512 | 37-4-121-122-0532 | 37-4-121-122-0552 |
| 37-4-121-122-0513 | 37-4-121-122-0533 | 37-4-121-122-0553 |
| 37-4-121-122-0514 | 37-4-121-122-0534 | 37-4-121-122-0554 |
| 37-4-121-122-0515 | 37-4-121-122-0535 | 37-4-121-122-0555 |
| 37-4-121-122-0516 | 37-4-121-122-0536 | 37-4-121-122-0556 |
| 37-4-121-122-0517 | 37-4-121-122-0537 | 37-4-121-122-0557 |
| 37-4-121-122-0518 | 37-4-121-122-0538 | 37-4-121-122-0558 |
| 37-4-121-122-0519 | 37-4-121-122-0539 | |
| 37-4-121-122-0520 | 37-4-121-122-0540 | |

DEVELOPER'S AGREEMENT
For
THE ESTATES OF BRISTOL RIDGE

ARTICLES OF AGREEMENT made and entered into this 17th day of July, 2014, by and between:

- Bristol Ridge Estates, LLC, an Illinois limited liability company, whose offices are located at 6400 Shafer Court, Suite 325, Rosemont, IL 60018, hereinafter called the "Developer", as party of the first part, and
- The Village of Bristol, a municipality of Kenosha County, Wisconsin, whose offices are located at 8301 - 198th Avenue, Bristol, Wisconsin 53104, hereinafter called the "Village", as party of the second part.

WITNESSETH

WHEREAS, those documents attached hereto as Exhibits A through D are hereby made a part hereof and incorporated by reference, and

WHEREAS, the Developer desires to subdivide, improve, and develop certain lands located in the Village as described on attached Exhibit A in a manner as described in the attached Exhibit B, and for that purpose cause the installation of certain public improvements, hereinafter described in Exhibits C-1 and C-2, and

WHEREAS, those lands described on Exhibit A are in a zoning district classification under the Village of Bristol Code of Ordinances which allows for said land to be subdivided, developed, and improved in a manner as described on Exhibit B, and

WHEREAS, Sections 236.13(2) and 236.34 of the Wisconsin State Statutes and Chapters 13 and 14 of the Village of Bristol Code of Ordinances provide that as a condition of approval, the governing body of a municipality may require that the Developer make and install or have made and have installed, any public improvements reasonably necessary and related to the lands described on Exhibits C-1 and C-2, and that the Developer provide an Irrevocable Letter of Credit or a Cash Escrow approved by the Village Attorney guaranteeing that the Developer shall make and install or have made and installed those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the Village does not now include the said improvements for the said lands and normally there would be a considerable delay in the installation of said improvements unless the instant Agreement were entered into, and

WHEREAS, the Developer has submitted to the Village Board for approval, a plat of the said lands in accordance with provisions of Chapter 236 of the Wisconsin Statutes, and

WHEREAS, certain improvements are deemed necessary by the Village to serve the lands described in Exhibit A or protect the public improvements being installed and dedicated to the public for the benefit of the lands described in Exhibit A or its planned occupants thereof, and

WHEREAS, the Village believes that the orderly planned development of the said lands will best promote the health, safety, and general welfare of the community, and hence is willing to proceed with the installation of certain improvements, hereinafter described in Exhibits C-1 and C-2, in the said lands, on the condition that security for performance of the Developer's obligations for the completion of said public improvements be provided to the Village as hereinafter described.

NOW, THEREFORE, in consideration of the granting of approval by the Village Board of the final plat of the above described lands and the development thereof and in consideration of the covenants herein contained, the Developer does hereby agree to subdivide and develop said lands as follows:

1. **Name and General Location.** The owner of the Subdivision shall be Bristol Ridge Estates, LLC. The property is generally located along 130th Avenue, adjacent to State Highway 50, in the Village of Bristol, Kenosha County, Wisconsin.
2. **Description of Improvements.** The improvements to be completed pursuant to this agreement (the "Improvements") shall be as described in Exhibits C-1 and C-2.
3. **Developer to Prepare Plans and Specifications for Improvements.** The Developer shall prepare plans and specifications, where authorized, for the Improvements to be completed by the Developer under the direction of the Village Engineer, in a manner approved by the Village of Bristol and in conformance with the Village's *"Standards and Specifications for Development"*; thereafter, the Developer shall take bids, and award contracts for and install all of the Improvements in accordance with this Agreement, standard engineering and public works practices, and the applicable statutes of the State of Wisconsin, such contracts being subject to the approval of the Village. Exhibit D sets forth additional specifications to be used by the Developer.
4. **Developer to Pay Costs of Improvements.** The Developer shall pay for the full cost of the accepted improvements enumerated herein within thirty (30) days after being billed by the contractor or per contract. Billing shall be made periodically and/or monthly as the Improvements are completed. Full cost shall include contract, labor, equipment, material, engineering, surveying, inspection, and overhead costs incidental to said work and shall be paid upon approval of said construction by the Village and Developer. The total estimated amount of the Improvements is approximately One Hundred Thirty Five Thousand Three Hundred Eight & no/100 Dollars (\$135,308.00) as itemized in Exhibit C-1.
5. **Surety Required.**
 - A. **Developer's Construction.** As assurance of compliance with Paragraphs 3 and 4 above, the Developer shall file with the Village an Irrevocable Letter of Credit or escrow a cash deposit in the amount of \$162,369.60 or one hundred and twenty (120) percent of the Village Engineer's estimate of the cost of improvements, whichever is greater, representing the cost of the Improvements, which Irrevocable Letter of Credit, or cash deposit shall be adjusted periodically so that at all times it equals or exceeds 120% of the total amount of improvement contracts entered into in accordance with this Agreement. The form of the Letter of Credit shall be approved by the Village. The Irrevocable Letter of Credit or cash deposit shall be presented contemporaneously with the signing of the Agreement by the Village. The Letter of Credit posted under this Section 5.A. shall not serve as security for completion of the portions of 130th Avenue depicted in red on the attached Exhibit C-2 ("Future Road Construction"). Reductions and/or a release of the Letter of Credit posted hereunder shall occur in accordance with Section 6 hereof, irrespective of the status of the Improvements of the Future Road Construction. Developer and Village acknowledge that a separate Letter of

Credit shall be posted for the completion of the Future Road Construction in accordance with Section 5.B. hereof.

- B. Future Road Construction.** As further consideration for the execution of this Agreement, Developer has agreed to provide security to the Village for the future construction of the Future Road Construction as defined in Section 5.A. above. The Developer's responsibility in this regard shall be limited to the installation of the second lift of bituminous asphalt in accordance with Village Ordinances and the specifications described on the attached Exhibit D. Said final lift shall be placed in the discretion of the Developer, but in no event later than October 31, 2016. As assurance of compliance with the requirements of this Section 5.B., the Developer shall file with the Village an Irrevocable Letter of Credit (separate and distinct from the Letter of Credit provided in Section 5.A. hereof) in the amount of \$125,000.00. The form of the Irrevocable Letter of Credit shall be approved by the Village. Said Irrevocable Letter of Credit shall be presented contemporaneously with the signing of this Agreement by the Village.
6. **Reduction of Surety.** After the acceptance of any Improvements by the Village, the amount which the Village is entitled to draw on the Irrevocable Letter of Credit, or cash deposit in escrow shall be reduced, by an amount equal to one hundred and twenty (120) percent of the estimated cost of the Improvement as shown on Exhibit C-1. At the request of the Developer, the Village, upon approval of the Village Board, shall execute a certificate verifying the acceptance of the improvement and waiving its right to draw on the Irrevocable Letter of Credit, or cash deposit in escrow to the extent of such amount. After an event of default under this Agreement, the Developer shall have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Irrevocable Letter of Credit, or cash deposit in escrow shall be available to the Village for ninety (90) days after expiration of the one year period referenced in Section 13(c) hereof. Notwithstanding the foregoing, the amount available from the Letter of Credit or cash deposit shall not be decreased below the amount required as security for the Guaranty under Section 13 hereof.
7. **Use of Proceeds.** The Village shall use funds drawn under the Irrevocable Letter of Credit, or cash deposit in escrow for the purposes of completing the Improvements, correcting defects in or failures of the Improvements or paying the cost of the Improvements, and for the costs of administration of the Agreement including enforcement and collection, including attorney's fees. If the Letter of Credit is not replaced or amended no later than 15 days prior to its stated expiry, the Village may draw all funds available thereunder and place them in a cash escrow (subject to those funds used in accordance with this Agreement). If the Letter of Credit expires without being drawn, the Developer will immediately upon demand from the Village place a new Letter of Credit as otherwise required hereunder.
8. **Failure to Pay for Improvements.** In the event the Developer fails to pay the Contractor the required amount for the Improvement or services enumerated herein in accordance with Developer's Agreement or contract with any such Contractor, after being billed for each Improvement of each stage, the Village may draw on the Letter of Credit or cash escrow. It is understood between the parties to this Agreement, that the billing for the Improvements shall take place as the various segments and sections of said Improvements are completed and certified by the Village Engineer, and accepted by the Village. However, thereafter the sequence and timing of the billing is to be entirely at the discretion of the Village.
9. **Events of Default.** Any one of the following conditions, occurrences, or actions shall constitute an event of default by the Developer during the completion period:

- A. Developer's failure to cure the defective construction of any Improvement within the applicable cure period; or
- B. Developer's failure to complete the Improvements in the time frames provided herein; or
- C. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or
- D. The filing of an action for foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; or
- E. Any other failure to comply with this Agreement.

The Village may upon written notice to Developer declare a default hereunder; provided that said notice shall provide Developer with a period of not less than thirty (30) days to cure any such default.

- 10. Village's Rights Upon Default.** When any event of default occurs, the Village may draw on the Irrevocable Letter of Credit, or cash deposit in escrow to the extent of the face amount of the credit less ninety (90) percent of the estimated cost (as shown on Exhibit C-1) of all Improvements theretofore accepted by the Village for which reduction has not been made pursuant to Section 6 hereof. The Village shall have the right to complete Improvements itself, assume any contract for the Improvements or contract with a third party for completion (without thereby becoming liable for any act or failure of Developer prior to such assumption), and the Developer hereby grants to the Village, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Alternatively, the Village may assign the proceeds of the Irrevocable Letter of Credit, or cash deposit in escrow to a subsequent Developer (or a lender), which agrees in writing to complete the unfinished Improvements.
- 11. Developer to be Responsible for Improvements, Facilities, and Appurtenances During Improvement Construction.** The Developer shall be fully responsible for all Improvements, facilities, and appurtenances thereto during the period of the Improvement construction and such damages as may occur to the Improvements, facilities and appurtenances during this period shall be replaced or repaired by the Developer.
- A. **Developer to Take Reasonable Precautions.** The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the property included in the Subdivision from injury or damage. This duty to protect shall include but not limited to the duty to provide, place and maintain at and about the site guards, lights, and barricades.
 - B. **Village Held Harmless.**
 - 1. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or his subcontractors or material men, in their performance of this Agreement, or from his or their failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the Village harmless from any and all claims and judgments for damages,

and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof.

2. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall indemnify and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, or is related to, or as a result of the performance of this Agreement, and construction or operation of the Improvements covered hereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name, or copyright. The Developer is not an agent or employee of the Village.

C. **Guaranty.**

1. **Period of Guaranty.** The Developer hereby guarantees all Improvements for a period of one (1) year from the date of completion of any such improvements. During said period of guaranty, the Developer shall cause to be repaired or replaced any defective work or materials within a reasonable period of time, but not to exceed thirty (30) days from receipt of a written notice from the Village that such defect exists. In the event that such defects are not properly repaired or replaced within such time, the Letter of Credit or escrowed cash shall be available to and usable by the Village for the purpose of:
 - a. Securing the correction of any damage to such improvement by reason of settling of the ground, base or subbase, or foundation thereof.
 - b. Securing the correction of any defect in material or workmanship furnished for such public improvements.

As and for a guarantee that the Village's interest shall be protected, the Developer shall provide an additional or a continuation of the initial Irrevocable Letter of Credit, or cash escrow equal to ten (10) percent of the construction value of the Improvements. Notwithstanding the foregoing, the Village acknowledges that the light posts, planting and seeding in the rights of way of the Development are complete and not subject to this guaranty. Developer shall replace any trees or other landscaping damaged during Developer's construction and all such replacement materials shall be subject to this guaranty.

2. **Defects.** Notwithstanding the above Paragraph 1, in the event of a defect which results in an emergency situation requiring immediate correction, the Village may correct such defect and charge the cost thereof to the Developer or to the Letter of Credit or escrowed cash. In the case of public roads, the period of guaranty shall commence when the final course of bituminous pavement has been laid and the road certified by the Village Engineer to comply with the approved plans and specifications and the Village's "*Specifications and Standards for Development*" for such work
3. **Release of Guaranty Security.** The security retained to guarantee the repair or replacement of any defects arising during the one (1) year period following

acceptance of any portion of the public improvements shall be released at the end of the one year period of guaranty provided in Sections 11(c)(1) and 11(c)(2) hereof.

12. **Required Insurance.** The Developer shall not commence work on the Improvements until the Developer has obtained all insurance required under this Paragraph and has filed certificates thereof with the Village in the amounts set forth below:

A. **Comprehensive General Liability and Property Damage Insurance Including Contractual Liability.** Unless provided otherwise by law, coverage shall protect the Developer, contractors, and subcontractors during the performance of work covered by this Agreement from claims for damages for personal injury, including contractual liability insurance, death as well as claims for property damages and claims under Workmen's Compensation Acts, which may arise from operation under this Agreement, whether such operations be by the Developer or by any subcontractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the Village and the amounts of such insurance shall be subject to the following limits:

Bodily Injury Including Death (each accident)	\$5,000,000
Property Damage (each accident)	\$5,000,000

B. **Comprehensive Automobile Liability and Property Damage.** Operations of owned, hired and non-owned motor vehicles:

Bodily Injury Including Death (each accident)	\$5,000,000
Property Damage (each accident)	\$5,000,000

C. **Workmen's Compensation Insurance.** Workmen's compensation insurance shall be provided pursuant to State statutory limits.

13. **Final Inspection and Written Certification of Improvements.** The Village shall final inspect the Improvements as they are completed and, if acceptable to the Village Engineer, shall certify in writing such improvement as being in compliance with the standards and specifications of this Agreement. Such inspection and written certification, if appropriate, shall occur within thirty (30) days of notice by the Developer that the Developer desires to have the Village inspect an Improvement. Before obtaining written certification of any such Improvement, the Developer shall present to the Village valid lien waivers from all persons providing materials or performing work on the Improvement for which certification is sought. Alternatively, at the Developer's sole option, in lieu of proof of payment to professionals, contractors; subcontractors and material suppliers, a title insurance policy in the amount of the value of the Improvement may be provided in favor of the Village insuring the work to be lien free or other reasonably satisfactory assurances that no liens shall attach on account of such work. Written certification by the Village Engineer does not constitute a waiver by the Village of the right to draw funds under the Irrevocable Letter of Credit, or cash deposit in escrow on account of defects in or failure of any Improvement that is detected or which occurs following such written certification.

14. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Village and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.
15. **Zoning.** The Village does not guarantee nor warrant that the subject property of this Agreement will not at some later date be rezoned, nor does the Village herewith agree to the rezoning of the subject property into a different zoning district.
16. **Amendment or Modification.** The parties to this Agreement, or their successors or assigns, may amend or modify this Agreement from time to time only by written instrument prepared on behalf of the Village by the Village Attorney or his designee and by the Developer or his authorized officer.
17. **Attorney's Fees.** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each shall bear its own costs in their entirety.
18. **Vested Rights.** The Village does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the Village, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
19. **Third Party Rights.** No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.
20. **Scope.** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s), or inducement(s) that is/are not contained in this Agreement shall be binding on the parties.
21. **Time.** For the purpose of computing the time periods for Village action, and other time periods herein, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Village from performing his/its obligations under the Agreement.
22. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties shall be construed as if the part, term, or provision was never part of the Agreement.
23. **Binding Effect.** Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Developer and any successor municipality or municipal corporation to the Village.
24. **Enforcement.** Any party to this Agreement, or their respective successors or assigns, may either in law or in equity by suit, action, mandamus, or other proceeding, enforce and compel performance of this Agreement against any other party hereto and their respective successors and assigns.

25. **Limited Liability.** The parties mutually agree that the Village Chairperson, and/or Village Clerk or any other Village Supervisor or officer, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder, and personal liability as may otherwise exist, is expressly released and/or waived.
26. **Meets Statutory Requirements.** Execution of this Agreement and provision of the security required herein shall be accepted by the Village as adequate provision for the improvements within the meaning of Section 236.13(2) of the Wisconsin State Statutes.
27. **Additional Rights and Remedies.** Without limiting any other remedy or rights of the Village in the Agreement or in law or equity, additional rights and remedies for failure to perform any or all parts of this Agreement shall be in accordance with the Village of Bristol Code of Ordinances.
28. **Benefits.** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Village to assign its rights under this Agreement. The Village shall release the original Developer's Irrevocable Letter of Credit, or cash deposit in escrow if it accepts new security from any Developer or lender who obtains the Property. However, no act of the Village shall constitute a release of the original Developer from his liability under this Agreement.
29. **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
- | | |
|------------------|---|
| If to Developer: | Bristol Ridge Estates, LLC
Attn: Martin S. Hanley
6400 Shafer Court, Suite 325
Rosemont, IL 60018 |
| With a copy to: | Hotvedt & Terry, LLC
Attn: John E. Hotvedt
4015 – 80 th Street, Suite H
Kenosha, WI 53142 |
| If to Village: | Village of Bristol
19801 – 83 rd Street
Bristol, Wisconsin 53104 |
30. **Recordation.** The Village shall record an original copy of this Agreement in the office of the Village Clerk of the Village of Bristol, Kenosha County, Wisconsin.
31. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under any applicable state law.
32. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Irrevocable Letter of Credit, or cash deposit shall be deemed to be proper only if such action is commenced in Circuit Court for Kenosha County, Wisconsin unless another court is necessary to

join an issuer of a Letter of Credit or a surety or escrow agent. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

33. **Terms and Definitions.** The definitions of terms used herein are as set forth in the Village of Bristol Subdivision and Platting Ordinance as amended from time to time unless the context requires otherwise.

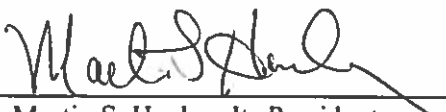
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seals and the said party of the second part has caused these presents to be duly executed by Mike Farrell, Village Chairperson, and Amy Klemko, Village Clerk, and its seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF:

DEVELOPER:

Bristol Ridge Estates, LLC

**By: Land & Lakes Development Co.,
Its Authorized Manager**

By: 
Martin S. Hanley, Its President

Parties of the First Part

VILLAGE OF BRISTOL:

By: 
Mike Farrell, Village Chairman

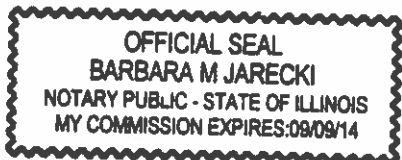
COUNTERSIGNED:

By: 
Amy Klemko, Village Clerk

Parties of the Second Part

STATE OF Illinois)
) ss.
Cook COUNTY)

Personally came before me this 9th day of July, 2014, the above named Martin S. Hanley of Land & Lakes Development Co., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Barbara M Jarecki
*
Notary Public, Cook County, State of
IL
My Commission Expires: 09-09-14

STATE OF WISCONSIN)
VILLAGE OF BRISTOL) ss.
KENOSHA COUNTY)

Personally came before me this 17th day of July, 201⁴3, Mike Farrell, Village Chairperson, and Amy Klemko, Village Clerk, of the above named municipality, Village of Bristol, to me known to be such Village Chairperson and Village Clerk of said municipality and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipality by its authority and pursuant to Resolution File No. 2-2014, adopted by its Village Board on the 24th day of March, 2014.

Kathleen A Gerretsen
* Kathleen A Gerretsen
Notary Public, Kenosha County, Wisconsin
My Commission Expires: 3-6-16

This instrument was drafted by
William F. White, Village ATTORNEY
for the Village of Bristol

APPROVED AS TO FORM:

By: Michael P. Srenjok
William F. White, Village Attorney
MICHAEL P. SRENJOK, ESQ.

EXHIBIT A

Legal Description

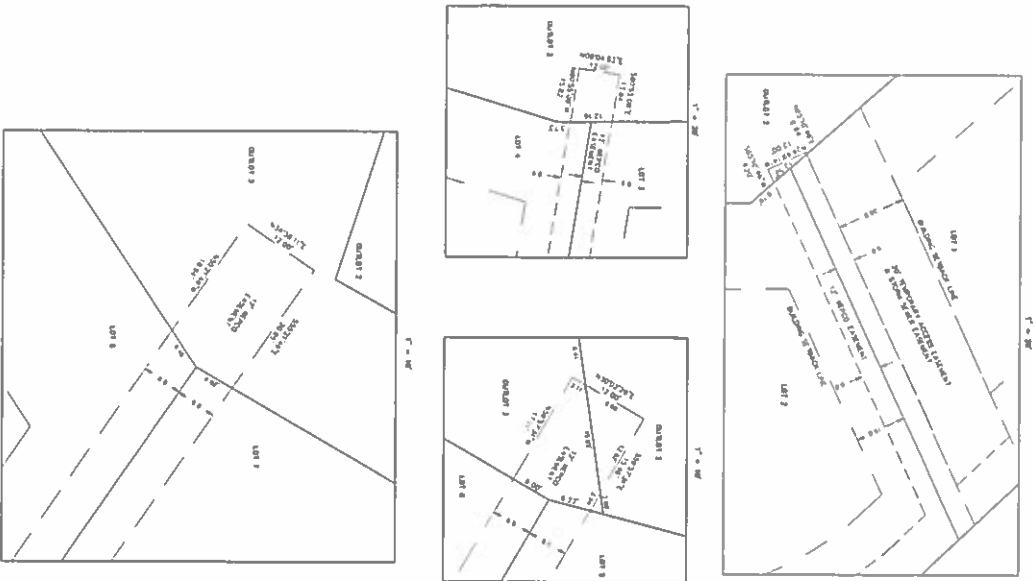
Lot 1 and 2 of Certified Survey Map No. 2640, being a redivision of Outlot 2 and part of Outlot 1 of Certified Survey Map No. 2473, all being a part of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, all in Town 1 North, Range 21 East, in the Village of Bristol, Kenosha County, Wisconsin.

EXHIBIT B

**Plat of Subdivision
(see attached)**

THE ESTATES OF BRISTOL RIDGE

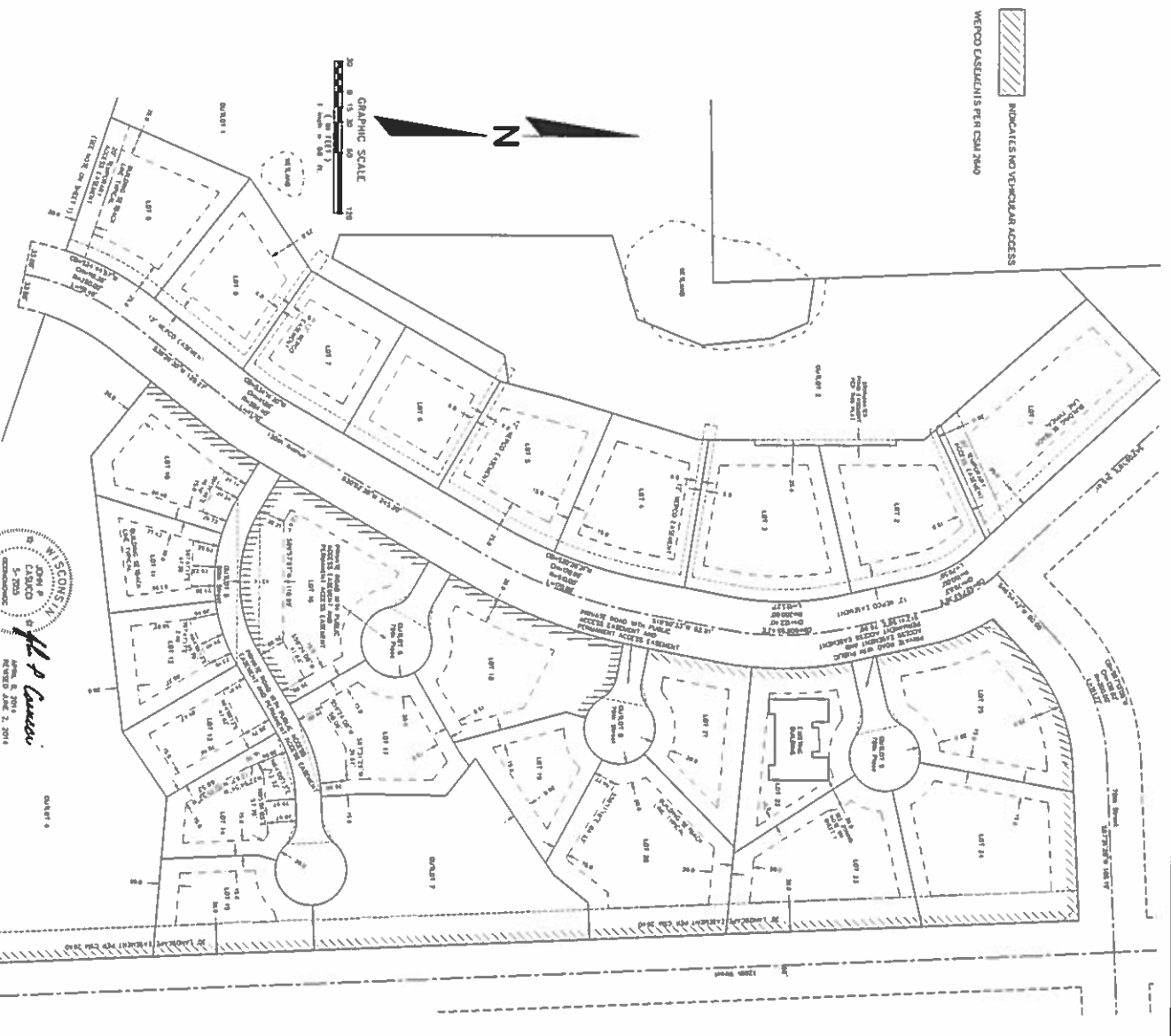
A Division of Lot 1 and Lot 2 of Certified Survey Map No. 2640, being a part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 21 East, in the Village of Bristol, County of Kenosha, State of Wisconsin



R.A. Smith National, Inc.
 Beyond Surveying
 and Engineering

Kenosha, Wisconsin
 1000 West Industrial Avenue
 Kenosha, WI 53141-4400
 Phone: 920.392.5000
 Fax: 920.392.5001
 Website: www.kenosha-wi.com

These drawings are subject to the plat with respect to:
 Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
 Wis. Stats. as amended by: 236.12, Wis. Stats.
 (revised _____)
 Department of Administration



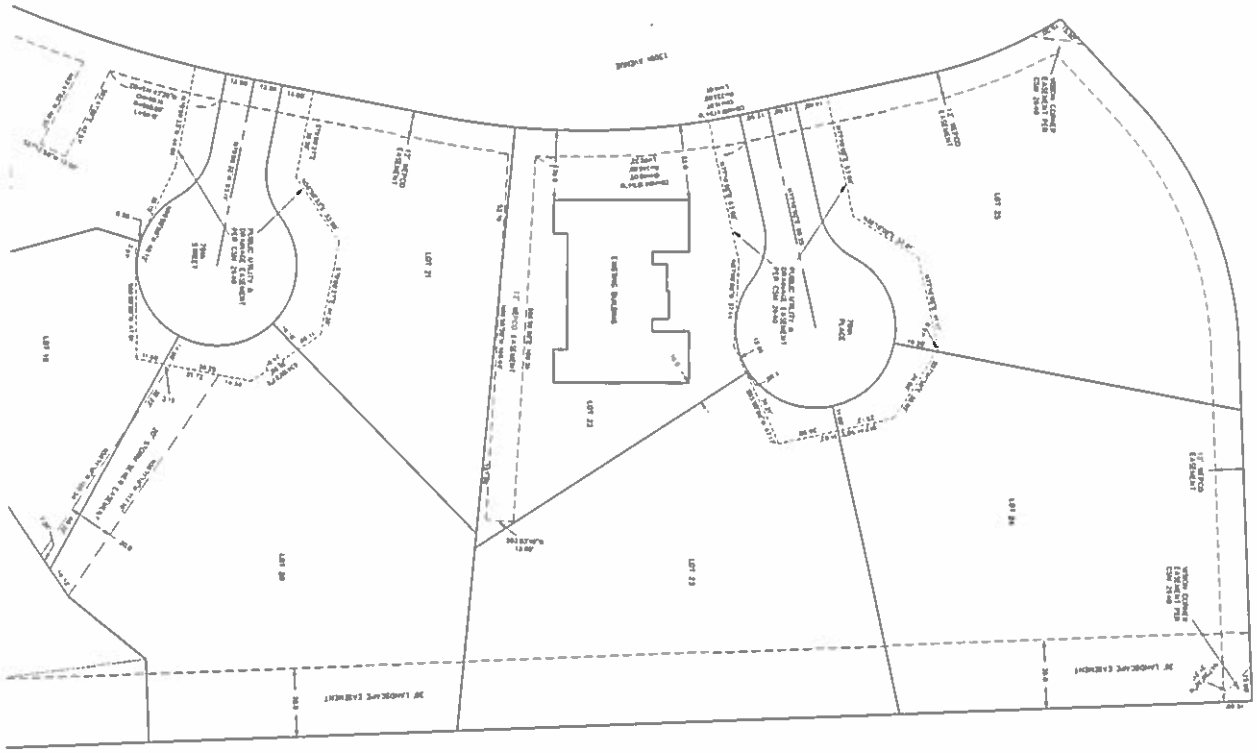
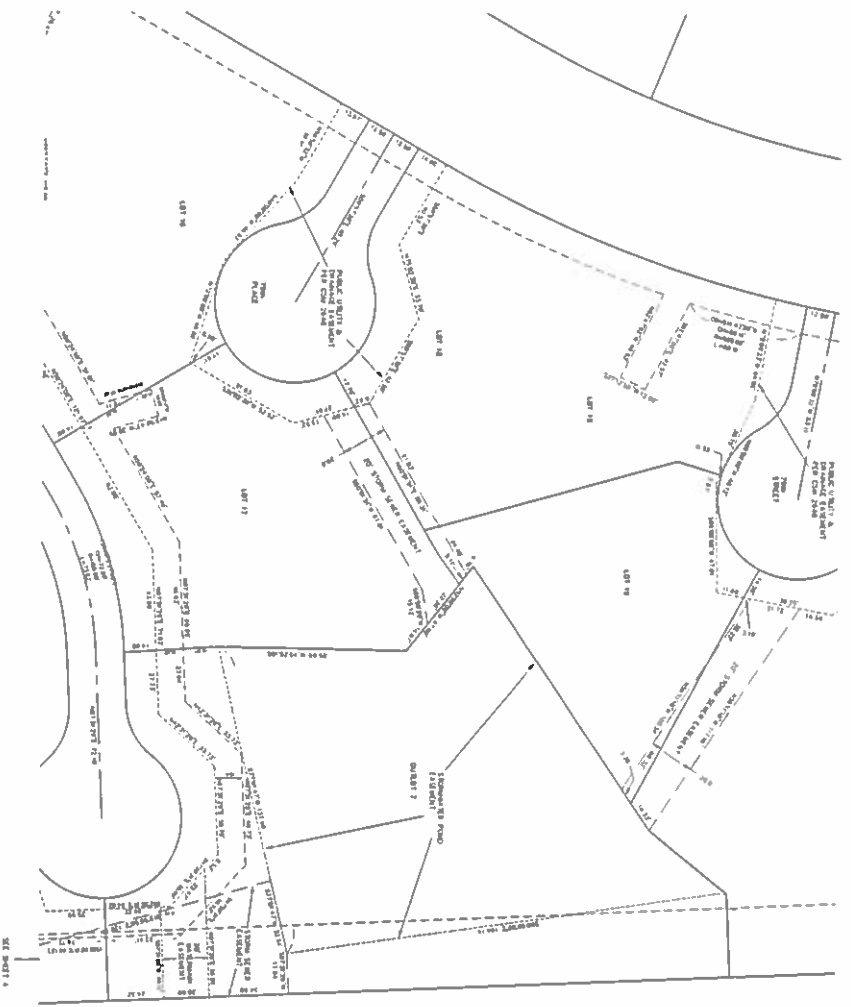
BUILDING SETBACKS & WEPCO EASEMENTS

WISCONSIN
 LAND SURVEYING
 State of Wisconsin
 Kenosha, WI
 R.A. Smith National, Inc.
 Certified Surveyor
 License No. 10000
 Exp. 2/2016

11/27/2015

THE ESTATES OF BRISTOL RIDGE

A Division of Lot 1 and Lot 2 of Certified Survey Map No. 2640, being a part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 21 East, in the Village of Bristol, County of Kenosha, State of Wisconsin.



There are no objections to this plan with respect to
 Secs 19, 21 to 26, 28, 29 and 31 to 34 of said 12,
 Wis Stat, as provided by s. 230.12, Wis Stat.
 Certified _____



R.A. Smith National, Inc.

*Beyond Surveying
 and Engineering*

State of Wisconsin Department of Administration
 Division of Land Use Planning and Surveying
 5315 WEST WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53214-1301



ALL DIMENSIONS PER CSW 2640

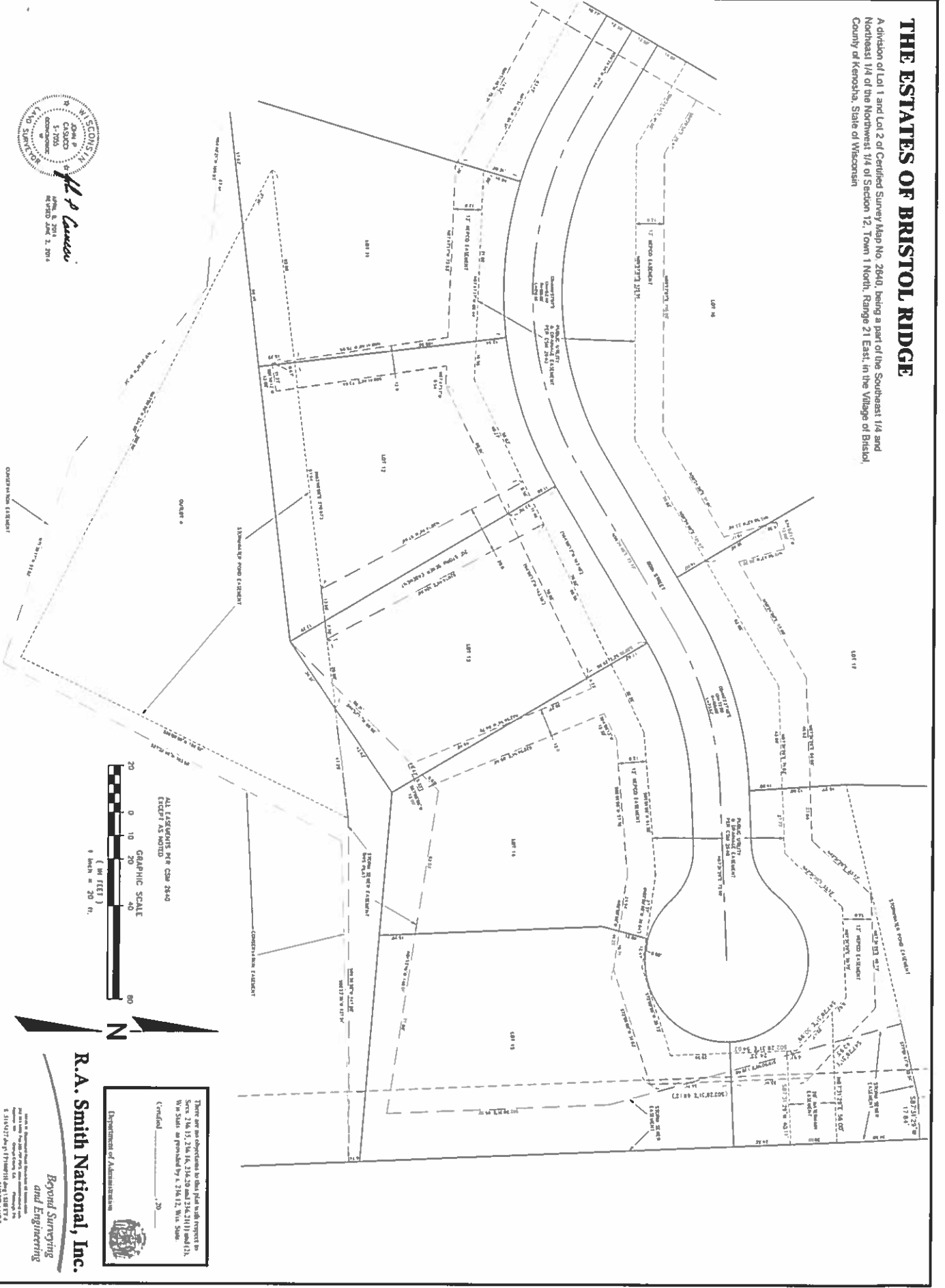


John P. Conner
 Surveyor
 RECORDED JAN 2, 2014

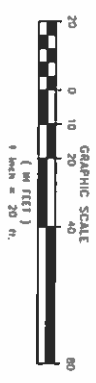
SHEET 1 OF 2

THE ESTATES OF BRISTOL RIDGE

A Division of Lot 1 and Lot 2 of Certified Survey Map No. 2840, being a part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 21 East, in the Village of Bristol, County of Kenosha, State of Wisconsin




Thomas P. Caserio
 Surveyor
 No. 13764
 State of Wisconsin
 1/15/2014



R.A. Smith National, Inc.
 Beyond Surveying
 and Engineering

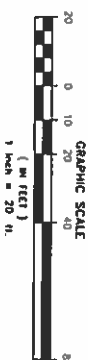
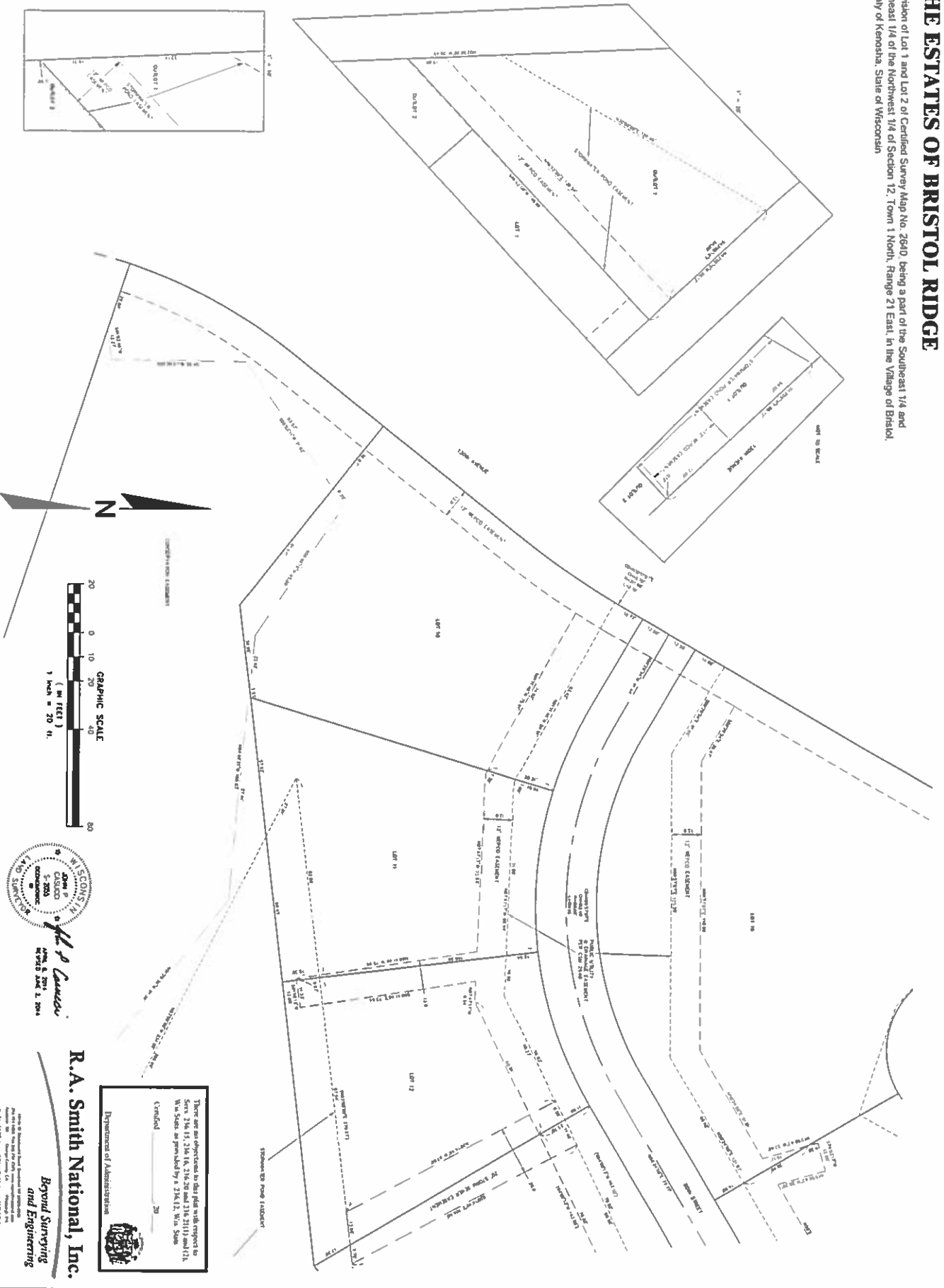
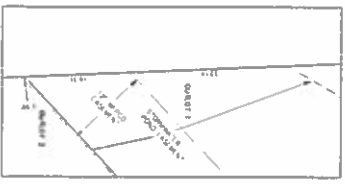
Department of Administration
 There are no objections to this plan with respect to
 Secs. 216.15, 216.16, 216.20 and 216.31(1) and (2),
 Wis. Stats. as provided by s. 216.12, Wis. Stats.
 (revised) _____ 20____



400 N. Milwaukee Avenue, Suite 100, Kenosha, WI 53142
 Phone: 920.392.7000
 Fax: 920.392.7001
 Email: info@rasmithnational.com

THE ESTATES OF BRISTOL RIDGE

A Division of Lot 1 and Lot 2 of Certified Survey Map No. 2840, being a part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 21 East, in the Village of Bristol, County of Kenosha, State of Wisconsin



R.A. Smith National, Inc.
 Beyond Surveying
 and Engineering

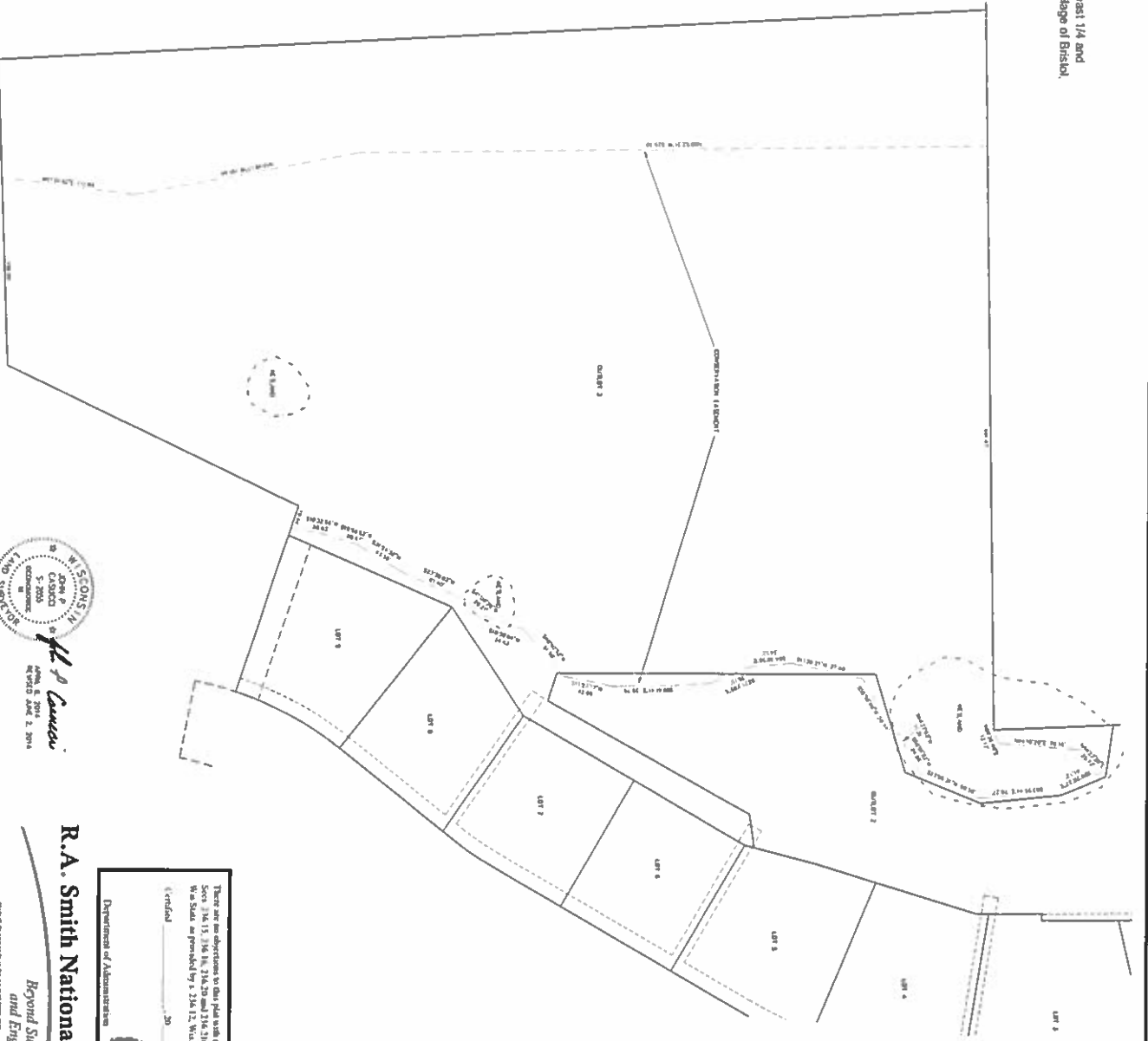
There are no objections to this plan in this report to
 Secs. 21& 22, 23& 24, 25& 26 and 27& 28, 29& 30, 31& 32, 33& 34, 35& 36
 Wis. Stats. as provided by s. 23& 24, Wis. Stats.
 (verified) _____ 20____
 Department of Administration



2014 Wisconsin State Surveyor Examination
 License No. 1000 & 2014
 R.A. Smith National, Inc.
 535457 (Rev. 11/11) MS 11-147

THE ESTATES OF BRISTOL RIDGE

A Division of Lot 1 and Lot 2 of Certified Survey Map No. 2640, being a part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 21 East, in the Village of Bristol, County of Kenosha, State of Wisconsin



James P. Connor
 APR 16 2014
 WISCONSIN STATE BOARD OF SURVEYORS

R.A. Smith National, Inc.

Beyond Surveying
 and Engineering

10000 W. National Avenue, Suite 200
 Kenosha, WI 53142
 920 W. National Avenue, Suite 200
 Kenosha, WI 53142
 815.391.1111
 815.391.1112

There are no objections to our plat with respect to
 Secs. 136, 135, 134, 133, 132, 131, 130, 129 and 128, 127 and 126,
 Wis. Stats. as provided by s. 236.12, Wis. Stats.
 (revised) _____ 20____
 Department of Administration



EXHIBIT C-1

Public Improvements and Estimated Costs Thereof

I. Required Public Street Improvements

The Developer shall be responsible for completion of construction of portions of the Public Roadway known as 130th Avenue as depicted in yellow on Exhibit C-2 attached hereto. Developer's responsibility shall be limited to installation of the second lift of bituminous asphalt in accordance with Village Ordinances and the specifications described on Exhibit D. Said final lift shall be placed in the discretion of the Developer, but in no event later than upon the construction of residences on seventy-five percent (75%) of the Lots located in the Subdivision. Upon placement of said lift, the Developer shall warrant the same as provided in Section 11.C. of this Agreement.

II. Estimated Costs

A. Pavement \$119,581.00

(See Exhibit D for details)

B. Trees:

38 Trees @ \$425.00 each = \$16,150.00

(Estimate as of 7/8/14; may change due to damage/death of trees)

EXHIBIT C-2

(see attached)

EXHIBIT C-2



EXHIBIT D

Specifications

027959-0003\15223070.1

EXHIBIT D

Construction Procedures (Area Totaling 14,360 Square Yards):

1. Grind butt joints at the match points with Hwy 50 and 128th Avenue.
2. At all manholes supply and install cast iron riser OR mill a butt joint as needed.
3. Adjust all valve boxes using risers.
4. Complete repairs of the existing asphalt lower layer including saw cut, removal, and installation of new asphalt (E-1 19mm) to match the existing.
5. Complete repairs of the existing concrete curb including saw cut, removal, tie bars and installation of new curb to match the existing. Backfill & restore lawn with seed, fertilizer, & mulch.
6. Sweep all existing pavement to be resurfaced and apply tack coat
7. Construct a 3" average thickness asphalt surface (E-1 12.5mm).

Prices – Red Area – asphalt repairs (550 sy) - \$16,363.00
 curb repairs (15 lf) - \$990.00
 all other work - \$63,510.00

Total Red Area - \$80,863.00

Yellow Area – asphalt repairs (220 sy) - \$6,545.00
 curb repairs (11 lf) - \$726.00
 all other work - \$112,310.00

Total Yellow Area - \$119,581.00

Unit Prices –

- ♦ Asphalt repairs - \$29.75 per sy
- ♦ Curb repairs - \$66.00 per lf
- ♦ Asphalt surface - \$70.20 per ton
 Red area – 855 tons included
 Yellow area – 1,520 tons included

General Construction Terms and Conditions:

- A. Prices provided assume the work will be constructed in one phase. Additional mobilization charges will be required if work is to be phased other than specified.
- B. Black Diamond will supply, install, and maintain all necessary barricades to insure a safe working environment. The construction area will be closed to traffic for the duration of the project.
- C. The prices provided assume all work is to be completed prior to September 27, 2014.
- D. Stone base work in repair areas, if required by the Village, would be at additional cost.
- E. Inspection fees as may be levied by the Village are to be paid for by others.

Black Diamond Group Inc. is certified as a Woman Owned Business (WBE) by the Wisconsin Department of Commerce, the City of Milwaukee, and the Women's Business Enterprise National Council. Certification documentation supplied upon request.