

DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF MENASHA  
AND  
CR STRUCTURES GROUP INCORPORATED

THIS AGREEMENT is entered into this \_\_\_\_\_ day of May, 2012, by and between the City of Menasha (the "City") and CR Structures Group Incorporated (CR Structures).

WHEREAS, the City has determined that the development of a residential subdivision on Property commonly known as Bowe Property (the "Property"), City of Menasha Parcel #7-00734-00 and Calumet County Parcel #010-0000-0000000-0-201807-00-420C, located at W7011 Manitowoc Road, is desirable for the City; and

WHEREAS, CR Structures has agreed to development of the Property within the City;

WHEREAS, A concept plan for the development is attached as Exhibit A

NOW, THEREFORE, the parties mutually agree as follows:

1. CR Structures will be allowed to develop the Property in phases and will develop the Property in as timely a manner as possible.
2. It is acknowledged that development of the Property requires a zoning classification of R2A. The City will initiate R2A zoning for Parcel B.
3. The City will cooperate with CR Structures in the platting and development of residential lots on the Property.
4. CR Structures may install all infrastructure, so long as the City has the authority to inspect such infrastructure during construction.
5. The City will pay to CR Structures the actual cost of infrastructure within 30 days of the receipt of any billing for such infrastructure. The cost of the infrastructure will not exceed that price which the City would have paid had it installed the infrastructure. CR Structures shall advise the City as to the firm cost within 90 days after installation of the infrastructure.
6. The City will levy a special assessment for infrastructure which shall be due and payable at the time of the sale of that lot, or pursuant to the City's deferred special assessment policy.
7. At the City's request, CR Structures will cause the owner of Parcel A to sign a Notice of Intent to Circulate an Annexation Petition and Petition for Annexation for Parcel A which will provide a zoning classification of R2A for the property designated Parcel A. Such notices and petitions may include additional non-consenting property as allowed by State law and inter-municipal agreement between the City and the Town of Harrison.
8. The City acknowledges that certain variance (including street width and cul du sac radii) from the subdivision ordinance are required to enable the development of the Property. The City will not unreasonably withhold approval of such variances.

9. CR Structures obligations under this Agreement are contingent on the following:
- a. R2A zoning classification designation for Parcel A in the Annexation Ordinance.
  - b. R2A zoning classification for Parcel B.
  - c. Levy of a special assessment over the benefited properties for the cost of the infrastructure using the city's deferred assessment policy estimated to be approximately \$118,000.
  - d. Approval of certain variances (including street width and cul du sac radii).
10. The City will facilitate all approval processes necessary to effectuate the intent of this Agreement.
11. The parties agree that this Agreement constitutes the complete agreement of the parties. Any amendments to this Agreement shall not become effective until agreed to in writing by all parties to this Agreement.

CITY OF MENASHA

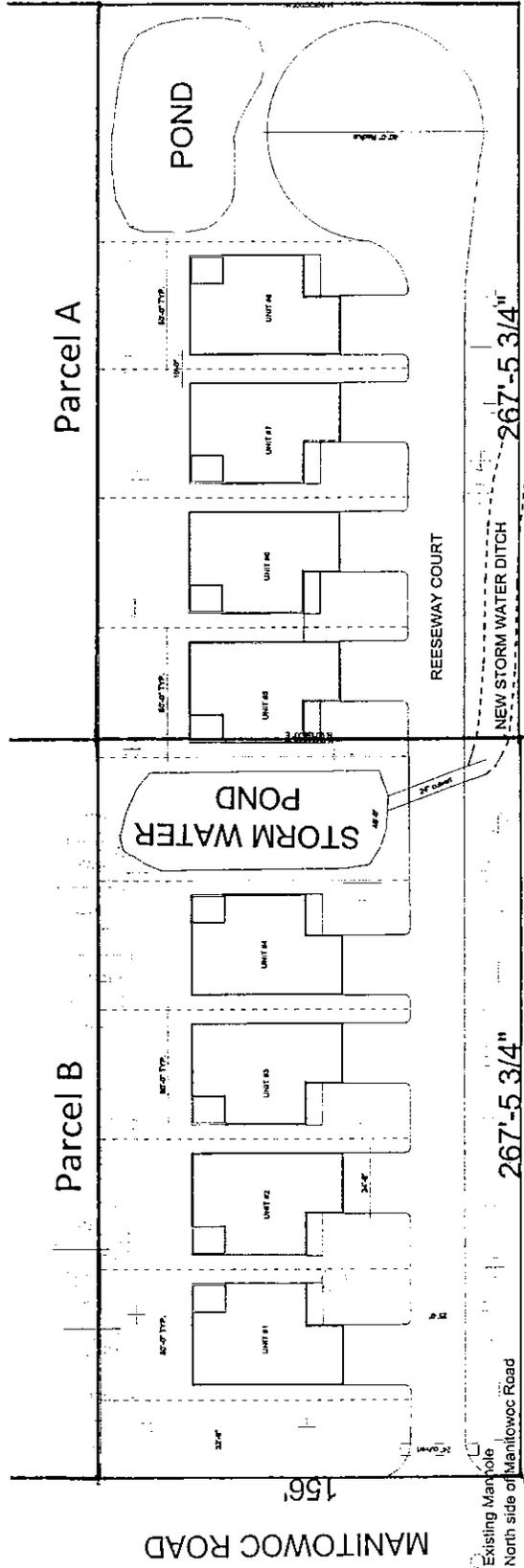
By: \_\_\_\_\_  
Don Merkes, Mayor

Attest:  
\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

CR STRUCTURES GROUP INCORPORATED

\_\_\_\_\_  
By Chad D. Reichelt, President

Exhibit A



THE BUNGALOWS AT REESEWAY

<p>CR Structures Group Inc.          10000          10000          10000</p>	<p>CR Structures Group Inc.          The Bungalows at Reeseway          10000</p>	<p>Preliminary Site Plan          Date: 05-15-2012</p>	<p>AI</p>
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