



April 22, 2014

Brendon Ribble

RE: Development Agreement Between the City of Menasha and Ralph R. Ribble and Ruth L. Ribble Revocable Trust (Ribble), dated April 18, 2000

Dear Mr. Ribble:

As you are aware, the attached development agreement was entered into between the parties in April of 2000 with Ralph R. Ribble as trustee. Since that time, two subdivisions were developed on the Ribble property under the terms of the agreement including the twelve lot Ribblesdale plat and the three lot Certified Survey Map No. 2313. The portion of the Ribble property lying east of the drainageway as shown on the attached drawing failed to develop.

At your request, city staff has engaged adjoining property owners in discussions relative to the platting and development of their property as it relates to the Ribble property, but to date there is no consensus as to how or when such a coordinated development will take place.

~~You have recently appeared at Common Council meetings alleging that the city has not upheld its obligations under the development agreement. However, Ribble has not provided any plan or proposal to effectuate the development of the remainder of the Ribble property as contemplated by the development agreement. Per the agreement, at paragraph 10, "Ribble agrees to develop the Property in as timely a manner as possible." Ribble, as the developer, was to undertake land planning and design functions and assume the obligations of platting and improving lots. This was not completed.~~

Prior to consideration by the Common Council, Ribble must provide a viable plan, including approval of a preliminary plat by the Plan Commission and endorsed by all affected property owners. Without an approved preliminary plat, there is nothing for the Common Council to consider.

~~If Ribble desires the city to take any action Ribble will need to make a specific request to the Common Council and support that request with a plan as to how that action will enable Ribble to complete development of the Ribble property.~~

Finally, for our records please provide documentation identifying you as successor trustee of the Ralph R. Ribble and Ruth L. Ribble Revocable Living Trust.

Very truly yours,

Pamela A. Captain

Cc: file

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MENASHA
AND
RALPH R. RIBBLE AND RUTH L. RIBBLE
REVOCABLE LIVING TRUST

THIS AGREEMENT is entered into this 18th day of April, 2000, by and between the City of Menasha (the "City"), and Ralph R. Ribble and Ruth L. Ribble Revocable Living Trust ("Ribble").

WHEREAS, the City has determined that the development of a residential subdivision on Property commonly known as the Ribble Property (the "Property") is desirable for the City; and

WHEREAS, Ribble has agreed to develop the Property within the City;

NOW, THEREFORE, the parties mutually agree as follows:

1. The City shall cooperate with Ribble in the platting and development of residential lots on the Property;
2. Ribble shall be allowed to develop the Property in phases, and the City agrees to provide R2A zoning for Lots 2 and 3 of the proposed Certified Survey Map lying Northwest of the existing drainageway on the Property. The City shall provide R1 zoning for the remaining land Southeast of the drainageway.
3. The City shall install all infrastructure within the subdivision in accordance with standard City specifications, and in accordance with Ribble's subdivision plans.
4. The City shall, pursuant to the deferred assessment policy in effect as of the date of this Agreement, levy an area special assessment over the benefited properties for the cost of the infrastructure identified in the above paragraph 3.
5. The City and Ribble shall determine what portion of the area assessment is assigned to each lot as a special assessment, which shall be due and payable at the time of the sale of that lot, or pursuant to the scheduled payment dates under the City's deferral policy, whichever is sooner.
6. The City agrees to coordinate with adjacent land owners for the extension of streets, sanitary sewers, water and stormwater drainage facilities to service the Property.
7. The City agrees, to the extent permitted by law, to obtain right-of-way from adjacent Property owners if such right-of-way is necessary to provide access to the Ribble Property.
8. Ribble agrees to sign any notice of intent to annex the Property, as well as any annexation petitions, upon the request of the City. Such notices or petitions may include

additional non-consenting Property as allowed by State law and an inter-municipal agreement between the City and the Town of Harrison.

9. The City agrees to facilitate all approvals necessary to effectuate the intent of this Agreement.

10. Ribble agrees to develop the Property in as timely a manner as possible.

11. It is understood and agreed that the personal residence of Frederick D. Ribble shall be excluded from the above-referenced annexation; however, the City encourages Ribble to agree to such annexation at some point in the future.

12. 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: Thomas Lingnofski
~~Joseph F. Lutz, Mayor~~
Thomas Lingnofski, Council President

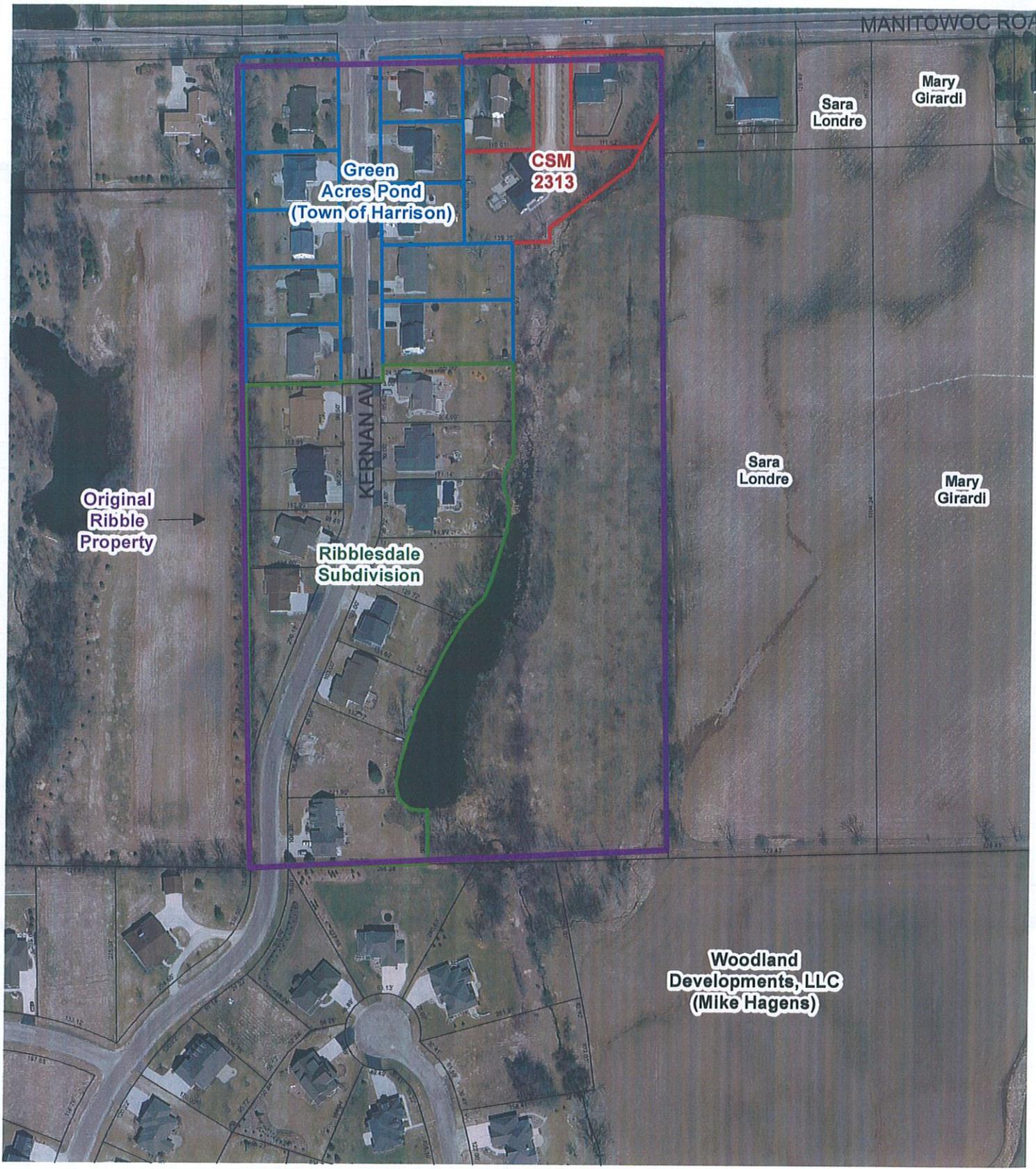
Attest: Brenda J. Taubel
~~Joan Smogoleski, City Clerk~~
Brenda Taubel, Deputy City Clerk

RALPH R. RIBBLE AND RUTH L.
RIBBLE REVOCABLE LIVING TRUST

Ralph R. Ribble
Ralph R. Ribble, Trustee

This Agreement approved as to form:

Jeffrey S. Brandt
Jeffrey S. Brandt, City Attorney



Ribble Property and Vicinity

