

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF ALLOUEZ AND THE OWNERS OF OLDE RIVER
CONDOMINIUMS REGARDING THE COMPLETION OF THE MULTI – USE
ASPHALT TRAIL CONNECTION**

1. Parties. This Memorandum of Understanding (MOU) is entered into by and between the Village of Allouez (Village) and Olde River Condominiums, LLC (Owner).

2. Purpose. Due to Village preference to complete the trail project in 2020 and due to the slower sales of the condo units by the Owner, this MOU is entered into in order to clarify the remaining obligations of each party in reference to the installation of the multi-use asphalt trail connection to the Fox River State Trail as originally agreed upon in the Engineering Agreement signed and dated August 9, 2018.

3. Clarification. The Village shall prepare plans, bid the project, construct, inspect the work, and secure any permits/easements necessary for the construction of the multi-use asphalt trail on or before September 30, 2020. The Owner shall reimburse the Village the remaining balance of the original obligation (\$22,000) in the amount of \$20,478 on or before September 30, 2020.

5. The above mentioned Clarification shall have the same full force and effect as if it had originally been included in the Agreement.

6. Term and Termination. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until the Agreement mentioned in 3., above, terminates.

7. Signatures and Effective Date. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agree to be bound by the terms and conditions of this MOU. The effective date of this MOU is the date of the signature last affixed to this page.

X

Signature

Name and Title of Official Signing MOU

Date Signed

Street Address

City/State/and Zip Code

X

Signature

Jim Rafter, Village President

Name and Title of Official Signing MOU

Date Signed

1900 Libal Street

Street Address

Green Bay, WI 54301

City/State/and Zip Code

ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF ALLOUEZ AND THE OWNER OF OLDE RIVER CONDOMINIUMS

THIS AGREEMENT, made this 9th day of August, 2018, by and between the Village of Allouez, a Wisconsin municipal corporation "Village" and Olde River Condominiums, LLC "Owner".

WITNESSETH

WHEREAS, the Owner owns, approximately 4 acres of land as described on the Site Survey prepared by Mau & Associates, LLP attached hereto (the "Property") within the Village of Allouez; and

WHEREAS, the Owner proposes to construct a 15-condominium unit development on said Property, hereinafter referred to as the Olde River Condominiums; and

WHEREAS, the development of the Olde River Condominiums will necessitate the installation of private and public improvements; and

WHEREAS, the Village is desirous of the development of the Olde River Condominiums provided that the Owner agrees to certain provisions with regard to the construction of and/or payment for some of the aforementioned infrastructure; and

WHEREAS, Owner will execute a letter of credit in an amount equal to the estimated construction cost of the required public improvements to ensure that those improvements will be made within a reasonable time; and further, that the acceptance of dedication of public improvements may be conditioned upon the construction of such improvements according to Village specifications; and

WHEREAS, the purpose of this document is to codify into an engineering agreement exactly what the Village agrees to do and what the Owner agrees to do; and

NOW THEREFORE, the parties hereto agree as follows:

Easements. The Owner shall grant and prepare Village-required easements for the sanitary sewer and watermain facilities. The Village will record the said easements.

The Village will vacate the existing 20-foot sanitary sewer easement.

Inspection Services. Installation of the public sewer and watermain shall be inspected by the Village of Allouez or Village's designated representative. The Village will invoice the Owner for the incurred inspection costs on a time and material basis. All pipe material shall be approved by the Village prior to installation. The Owner shall be responsible for the field engineering and survey layout of the infrastructure.

Sanitary Sewer and Watermain. Design and construct the sewer and watermain in accordance with the Village specifications and the Wisconsin DNR administrative codes.

The Owner shall submit and obtain DNR sewer and watermain extension permits. The Owner shall provide copies of all permits to the Village.

The Owner, entirely at its own expense, shall furnish, stake, install, disinfect, and test the sanitary sewer and the watermain. The public watermain shall be 8-inch. The Village will reimburse the Owner in the amount of \$8,500 for the upsizing of the watermain from 6- to 8-Inch pipe. See attached quote from Feaker & Sons Co Inc dated 05/16/2018.

The private ownership and maintenance of the sewer laterals extends from the building to the connection point at the sanitary sewer (wey).

After the completion of the sanitary sewer, all sanitary sewer mains will be cleaned and televised by the Owner's contractor. This includes the televising of the existing interceptor sewer to ensure that the existing pipe was not damaged during construction.

Upon completion of the sanitary sewer and watermain construction, Owner shall provide the Village with a set of as-built drawings and televised reports.

The proposed sanitary sewer and watermain shall be owned and maintained by the Village. Owner agrees to transfer and dedicate ownership to the Village after the successful installation of the utilities.

Owner shall submit permit application and fee for installation of sanitary sewer and water laterals. The permit fee is \$100 for each service.

The Owner shall guarantee all dedicated improvements against defects due to faulty materials and workmanship which appear within one year from the date of acceptance. The Owner shall repair or replace any such improvements as required by the Village to eliminate such defects within one year, consistent with the plans and specifications.

All condominium units will be individually metered. Billing for the water, sanitary sewer and stormwater management will be done in the same manner as all other customers of the Village.

Stormwater Facilities. All private storm sewer, structures and best management practices shall be owned and maintained by the Condominium Association.

Private Drive. The internal roadway serving the Olde River Condominiums is private. The maintenance of the private driveway is the responsibility of the condominium association.

Garbage and Recycling Collection. To avoid the placement of the garbage and recyclable containers along Riverside Drive, the Village of Allouez will enter the condominium property to collect the materials at the end of the driveways in the same manner and frequency as provided to all other Village customers.

The private roadway pavement shall be constructed to the Village street specifications.

Trail Connection. Owner shall pay the Village \$22,000 to help construct multi-use trail to the Fox River Trail. Owner agrees to make two equal installment payments to the Village. The first installment will be paid to the Village in escrow after closing of the 1st condominium unit or by the end of this year, whichever comes first. The remaining payment to be paid to the Village after the closing of the 4th unit or by July 1st, 2019, whichever comes first.

Village to be responsible for the preparation of plans, permits and any easements necessary for the construction of the multi-use trail. Trail shall be constructed by November 15th, 2019.

Financial Guarantee. The Owner shall deposit \$150,000 into an escrow account held by a Title Company for control and payment of the infrastructure improvements. The funds held shall only be used for the public sewer and water improvements. Prior to the Title Company paying the contractor for completed work, Village consent shall be obtained.

Time of Completion. The Owner shall complete the installation of the sanitary sewer and watermain improvements required herein no later than November 9th, 2018. In the event the Owner does not complete installation of the improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon the Owner, the Village may complete the same and take ownership of utilities. The Village's costs of doing such work shall be charged to the Owner. The Owner shall be responsible for payment of said costs.

Attorney fees. In the event that the Owner breaches the terms of this agreement, Owner agrees that it will pay all Village incurred legal fees and costs incurred by the Village to enforce the terms of this Agreement.

Complete Agreement. All of the terms and conditions of this agreement are set forth herein or in the exhibits attached hereto, if any, which shall be construed as a part hereof, and all direct and indirect inducements to the making thereof relied upon by any of the parties hereto have been expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

VILLAGE OF ALLOUEZ

By: James F. Rafter
James F. Rafter, Village President

By: Debbie Baenen
Debbie Baenen, Village Clerk

STATE OF WISCONSIN)

SS

COUNTY OF BROWN)

Personally, came before me this 9 day of August, 2018, the above-named James F. Rafter, Village President and Debra M. Baenen, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same, being duly authorized to do so.

X Michelle Mahli
Michelle Mahli

my commission expires:
12-15-2019

Notary Public, Brown County, Wisconsin
My Commission expires: _____

OLDE RIVER CONDOMINIUMS, LLC

By: Mark S. Sigot
Its: MANAGING member

By: _____
Its: _____

STATE OF WISCONSIN)

SS

COUNTY OF BROWN)

Personally came before me this 9th day of August, 2018, the above-named Mark Sigot and _____, to me known to be persons who executed the foregoing instrument and acknowledged the same.

X Cornie C. Little
Cornie C. Little
(Notary)

My commission expires: 4/10/20