

**LUMBINI ESTATES
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made by and between the City of Appleton, Outagamie County, Wisconsin, a body politic and municipal corporation by its Common Council (“City”) and Saket, LLC, the owner and developer (“Developer”) of property lying within the city of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop **Lumbini Estates**, a residential subdivision on property within the corporate limits of the City (“Proposed Subdivision”) described in *Exhibit 1* attached hereto; and

WHEREAS, a final plat of **Lumbini Estates**, shown in Exhibit 2 attached hereto, has been conditionally approved by the City with conditions remaining to be satisfied; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Subdivision; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Subdivision;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following:
 - a. Sanitary sewer mains, manholes and laterals;
 - b. Water mains, valves, hydrants, hydrant leads, fittings and services;
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals;
 - d. Erosion control measures necessary to meet erosion control requirements for the development;
 - e. Street excavation and graveling, and terrace seeding, lot filling and grading and seeding;
 - f. Street lights (provided by WE Energies, billed directly to the Developer); and
 - g. All other infrastructure required for development not specifically set forth in this agreement.

2. The Developer shall provide an estimate for items 1a – 1g, subject to the City’s review and approval, prior to the installation of the items for the Proposed Subdivision. The Developer shall provide the City a financial guarantee in an amount of 125% of the above referenced estimate. Said guarantee shall be in the form of a performance bond, irrevocable letter of credit, cash held in escrow, or similar guarantee as determined to be equivalent by the City.

The guarantee will be released after the City determines all requirements of the development have been met.

3. The Developer shall provide a fully executed and signed *Waivers of Special Assessment Notices and Hearing (shown in Exhibit 3)* for the development, acknowledging consent to pay Special Assessment levied by the City for the following items that may be furnished and/or installed by the City:
 - a. City Administrative Fees;
 - b. Temporary Asphalt;
 - c. Sanitary Sewer Area Assessment
 - d. Sewer Televising
 - e. Street Name/ Traffic Control Signs
 - f. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
 - g. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3a-3g for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3g will be used as the basis for the amount of the special assessments billed to the Development and following the City's Special Assessment Policy at the time of billing.

Concrete paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed, no sooner than, seventy-five (75%) of the lots in the Proposed Development have been issued building permits or after a five (5) year period.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling, and street lights for the Proposed Subdivision. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer shall perform the construction staking and the City shall inspect the same.
5. The Developer shall perform the testing of the water main, sanitary sewer and storm sewer under the supervision of the City of Appleton inspectors.
6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in Paragraph 1.
7. The Developer agrees to convey, by deed or dedication, to the City all the streets, roads, courts, avenues drives, public ways, sanitary sewer, water main, storm sewer and storm water facilities in the Proposed Subdivision. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or

easement as contemplated in the Proposed Subdivision and this Agreement.

8. Upon completion of construction, and prior to acceptance of streets, the Developer shall provide a certification from a professional land surveyor licensed in the State of Wisconsin that all monumentation within the development is properly installed within three inches (3") of finished grade.
9. The Developer shall establish a level loop on the hydrants in the plat and a copy of those benchmarks shall be provided to the City.
10. The City agrees to accept the dedication of all the Public Improvements in the plat, whether by deed, dedication or easement subject to the City's acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.
11. The City agrees to defer the Plank Road West Regional Stormwater Pond Assessment and place a \$860 per lot charge on the 27 lots in the plat, payable prior to issuing a building permit for each lot, as depicted in Exhibit 4. These assessments shall be included in the *Waivers of Special Assessment Notices and Hearing (shown in **Exhibit 3**)* for the development.
12. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements made by Developer in the Proposed Subdivision. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.
13. The estimate of costs paid by the Developer for items 3a – 3g is attached hereto as Exhibit 4 and shows the items and amounts projected to be paid by the Developer. The actual final costs for these items will be used as the basis for the special assessments billed to the developer.
14. The Developer shall pay the cost of all items listed within Paragraph 1, subject to the following related to sidewalks: the owner of each lot shall be responsible for the lot's sidewalk construction and related expense. Sidewalks shall be installed by the respective property owner within 6 months of the issuance of a building permit. Any frontage where the sidewalk has not been installed by the time the City installs the permanent concrete pavements (typically 5 to 10 years from the recording of the plat) will be installed by the City and the cost assessed against the respective lot per the Assessment Policy in place at the time of concrete paving.
15. The schedule for the Proposed Subdivision shall be as follows:
 - Infrastructure installation may commence after City approval of Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Plans and Specifications;
 - Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

16. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
17. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone, internet, and cable TV utilities and streetlights in the Proposed Subdivision. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights shall be wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer will be responsible for all costs associated with the decorative streetlights. The Developer will be responsible for requesting said decorative lights from We Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.
18. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.
 - The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.
 - When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.
19. The Developer represents and warrants to the City that Developer is a Limited Liability Company duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
20. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's partnership agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its properties.
21. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Subdivision has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c)

if one (1) year after the date of execution the Developer has not taken any further action on the Proposed Subdivision.

22. This Agreement, along with Exhibits 1, 2, 3 and 4, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.
23. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.
24. This Agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SAKET, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 20____, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission is/expires: _____

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 20____, the above-named Jacob A. Woodford and Kami L. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Provision has been made to pay the liability that will accrue under this contract.

Approved as to Form:

Jeri Ohman, Director of Finance

Christopher R. Behrens, City Attorney

This instrument was drafted by:
Christopher R. Behrens, Appleton City Attorney
A24-0288 | aka

EXHIBIT 1: Legal Description

LUMBINI ESTATES

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND
PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL
IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST,
CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

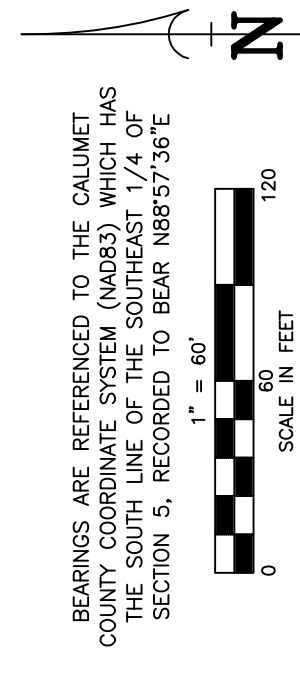
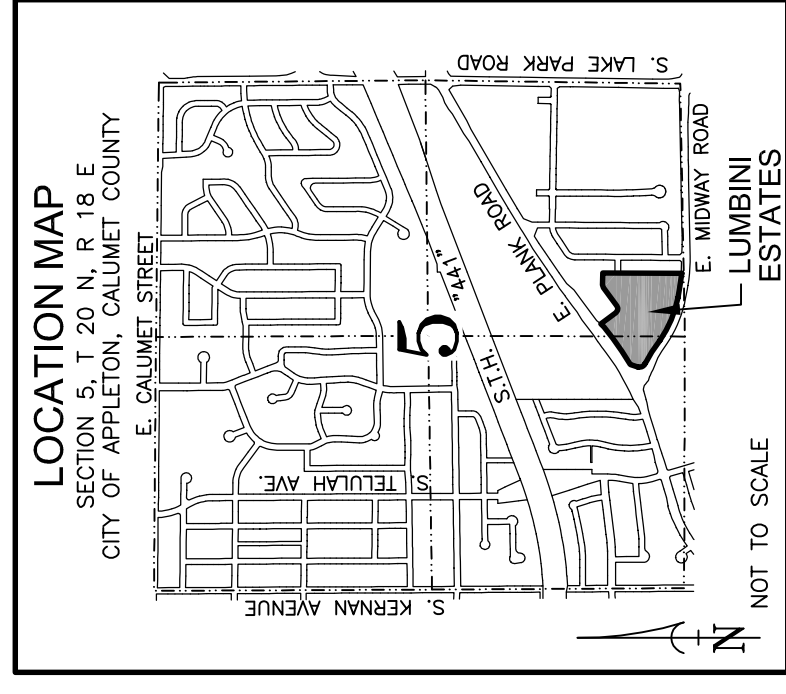
More fully described as follows:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 5; THENCE NORTH 88 DEGREES 57 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 659.75 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 52 SECONDS EAST, 19.88 FEET TO THE POINT OF BEGINNING; THENCE 156.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, ALONG THE NORTH RIGHT-OF-WAY LINE OF MIDWAY ROAD/C.T.H. "AP", SAID CURVE HAVING A RADIUS OF 1591.38 FEET AND A CHORD THAT BEARS NORTH 81 DEGREES 51 MINUTES 19 SECONDS WEST, 156.65 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE 485.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 1170.00 FEET AND A CHORD THAT BEARS NORTH 67 DEGREES 09 MINUTES 15 SECONDS WEST, 481.71 FEET; THENCE NORTH 55 DEGREES 16 MINUTES 36 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 152.34 FEET; THENCE 114.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 625.00 FEET AND A CHORD THAT BEARS NORTH 60 DEGREES 32 MINUTES 37 SECONDS WEST, 114.79 FEET; THENCE NORTH 56 DEGREES 36 MINUTES 08 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 23.46 FEET; THENCE NORTH 62 DEGREES 18 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 6.58 FEET; THENCE 83.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 22 DEGREES 40 MINUTES 38 SECONDS WEST, 76.55 FEET; THENCE NORTH 16 DEGREES 57 MINUTES 32 SECONDS EAST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 83.41 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANK ROAD; THENCE 326.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PLANK ROAD, SAID CURVE HAVING A RADIUS OF 2944.79 FEET AND A CHORD THAT BEARS NORTH 56 DEGREES 10 MINUTES 44 SECONDS EAST, 325.83 FEET; THENCE NORTH 53 DEGREES 00 MINUTES 30 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.98 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 23 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.52 FEET, TO THE NORTHWEST CORNER OF OUTLOT 1 OF C.S.M. NO. 2626; THENCE SOUTH 36 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 199.88 FEET; THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND CHORD THAT BEARS SOUTH 81 DEGREES 50 MINUTES 59 SECONDS EAST, 70.71 FEET; THENCE, NORTH 53 DEGREES 08 MINUTES 57 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 234.98 FEET; THENCE 32.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS NORTH 71 DEGREES 43 MINUTES 51 SECONDS EAST, 31.85 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 125.52 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF ASPEN RIDGE, A DISTANCE OF 826.49 FEET TO THE POINT OF BEGINNING. CONTAINING 560,153 SQ.FT. [12.859 ACRES].

Exhibit 2: Final Plat

LUMBINI ESTATES

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.



LEGEND
 BOUND FROM PER SET, 2" LONG WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT CORNERS
 1-1/4" O.D. ROUND REINFORCING BAR SET, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 3/4" ROD FOUND
 GOVERNMENT CORNER
 RECORDED AS
 DELINEATED WETLANDS
 NO ACCESS TO RIGHT-OF-WAY (SEE ACCESS RESTRICTION CLAUSE)
UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED WITHIN THE UTILITY EASEMENT UNLESS DURING ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE UTILITY EASEMENT IS STRICTLY PROHIBITED BY ANYONE IS A VIOLATION OF SECTION 236.12 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE TO BE MAINTAINED BY THE HOODES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

DRAINAGE EASEMENT NOTES:
 A. STORM WATER, THE PLACEMENT OF FILL, BUILDINGS, BERMS, RETAINING WALLS, TREES, LIMBEDS DRAINAGE OR INTERFERES WITH THE FLOW OF WATER OR CHANGES THE SHAPE OR A DRAINAGE EASEMENT IS STRICTLY PROHIBITED. WITHIN THE LAND DIVISION OR SERVING THIS SUBDIVISION ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN AND MANAGING STORM WATER THROUGH THE PLATING AND FAILURE OF THE PROPERTY OWNERS TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS, THE PROPERTY OWNER SHALL BE RESPONSIBLE TO PERFORM MAINTENANCE AND/OR REPAIRS OF THE DRAINAGE WAYS AND/OR REPAIRS SHALL BE ASSESSED AMONG THE PROPERTY OWNERS OF THE DRAINAGE WAYS. WHERE THE CAUSE CAN BE SPECIFICALLY OR IDENTIFIED, THEN THE PAYMENT SHALL BE ASSESSED TO THE SPECIFIC PROPERTY OWNER(S).

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified **July 26, 2024**

Don J. Eisele
 Department of Administration

Released July 19, 2024
 Drawing No. 1-1720-001
 Sheet No. 2
 The instrument drawn by: C. Cleary



LINE NUMBER	BEARING	DISTANCE
L1	S 81°15' E	13.12
L2	N 35°52' E	7.47
L3	N 23°43' E	9.77
L4	N 57°52' E	3.58
L5	N 12°21' W	11.47
L6	N 03°40' E	25.18
L7	N 67°50' E	22.37
L8	N 73°58' E	25.11
L9	S 69°05' E	23.34
L10	S 02°52' W	16.33
L11	S 32°03' E	11.04
L12	S 12°03' E	11.04
L13	S 70°03' E	16.10
L14	N 14°34' W	17.63
L15	N 71°02' W	24.46
L16	N 71°02' W	48.82
L17	N 25°10' E	9.80
L18	S 56°52' E	8.37

NOTES:
 ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDRETH OF A FOOT.
 NEAREST HALF SECOND.
 FRONT YARD BUILDING SETBACKS ARE 20 FEET MINIMUM FROM EAST NANA LANE, SOUTH SACKET STREET, AND EAST RESUNGA COURT. FRONT YARD SETBACKS ARE 25 FEET MINIMUM FROM ARTERIAL STREETS, EAST PLANK ROAD AND C.I.H. "AP". THE MINIMUM REAR YARD BUILDING SETBACKS ARE 6 FEET AS LISTED IN THE CITY OF APPLETON ZONING ORDINANCE, R-1A SINGLE-FAMILY DISTRICT.
 THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATED AREA.
 TOTAL ROAD AREA DEDICATED TO THE PUBLIC: 112,227 SQUARE FEET (2.576 ACRES)
 DUE TO EXTENSIVE GRASSING TO PREPARE THE SITE FOR CONSTRUCTION, A MAJOR PORTION OF THE REQUIREMENTS OF 236.15 OF THE WISCONSIN STATUTES AND CHAPTER 17 OF THE APPLETON MUNICIPAL CODE RELATING TO THE PLACEMENT OF SURVEY MONUMENTS FOR LOTS 1 THROUGH 27 OF THIS PLAT HAS BEEN APPROVED BY THE CITY OF APPLETON, DATED JULY 16, 2024, PURSUANT TO THE GRANTING OF THE MONUMENT WAIVER.
 ALL MONUMENTS SHALL BE IN PLACE WITHIN ONE (1) YEAR OF THE GRANTING OF THE MONUMENT WAIVER.

Course Table

Station	Length	Bearing	Distance
1+00.00	13.12	S 81°15' E	13.12
1+13.12	7.47	N 35°52' E	7.47
1+20.59	9.77	N 23°43' E	9.77
1+30.36	3.58	N 57°52' E	3.58
1+33.94	11.47	N 12°21' W	11.47
1+45.41	25.18	N 03°40' E	25.18
1+70.59	22.37	N 67°50' E	22.37
1+92.96	25.11	N 73°58' E	25.11
1+118.07	23.34	S 69°05' E	23.34
1+141.41	16.33	S 02°52' W	16.33
1+157.74	11.04	S 32°03' E	11.04
1+168.78	11.04	S 12°03' E	11.04
1+179.82	16.10	S 70°03' E	16.10
1+195.92	17.63	N 14°34' W	17.63
2+113.29	24.46	N 71°02' W	24.46
2+137.75	48.82	N 71°02' W	48.82
2+186.57	9.80	N 25°10' E	9.80
2+196.37	8.37	S 56°52' E	8.37

Martenson & Eisele, Inc.
 1377 Midway Road
 Menasha, WI 54952
 www.martensoneisele.com
 info@martensoneisele.com
 920.731.0381 1.800.236.0381

LUMBINI ESTATES

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, GARY A. ZARRINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED LUMBINI ESTATES, AT THE DIRECTION OF SAKET, LLC, PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 5; THENCE NORTH 88 DEGREES 57 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 659.75 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 52 SECONDS EAST, 19.86 FEET TO THE POINT OF BEGINNING; THENCE 156.71 FEET ALONG THE ARC OF A CURVE TO THE NORTH RIGHT-OF-WAY LINE OF MIDWAY ROAD/C.T.H. 19, 199.00 FEET; THENCE SOUTH 156.45 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE 485.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 1170.00 FEET AND A CHORD THAT BEARS NORTH 67 DEGREES 09 MINUTES 15 SECONDS WEST, 481.71 FEET; THENCE NORTH 55 DEGREES 16 MINUTES 31.56 SECONDS WEST, 111.85 FEET; THENCE SOUTH 11 DEGREES 07 MINUTES 48 SECONDS WEST, 111.85 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 625.00 FEET AND A CHORD THAT BEARS NORTH 60 DEGREES 32 MINUTES 37 SECONDS WEST, 114.79 FEET; THENCE NORTH 56 DEGREES 36 MINUTES 08 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 23.46 FEET; THENCE NORTH 62 DEGREES 18 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 6.58 FEET; THENCE 83.01 FEET ALONG THE ARC OF A CURVE TO THE NORTH RIGHT-OF-WAY LINE, 83.01 FEET; THENCE SOUTH 83.01 FEET; THENCE NORTH 60.00 FEET AND A CHORD THAT BEARS NORTH 22 DEGREES 40 MINUTES 38 SECONDS WEST, 76.55 FEET; THENCE NORTH 16 DEGREES 57 MINUTES 32 SECONDS EAST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 83.41 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANK ROAD; THENCE 326.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PLANK ROAD, SAID CURVE HAVING A RADIUS OF 2944.79 FEET AND A CHORD THAT BEARS NORTH 16 DEGREES 44 SECONDS EAST, 325.83 FEET; THENCE NORTH 53 DEGREES 15.00 FEET, 150.96 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 23 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.52 FEET, TO THE NORTHWEST CORNER OF OUTLOT 1 OF C.S.M. NO. 2626; THENCE SOUTH 36 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 194.88 FEET; THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND CHORD THAT BEARS SOUTH 81 DEGREES 50 MINUTES 59 SECONDS WEST, 78.54 FEET; THENCE SOUTH 53 DEGREES 15 SECONDS WEST, 150.96 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 23 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID OUTLOT 1, A DISTANCE OF 234.98 FEET; THENCE 32.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS NORTH 71 DEGREES 43 MINUTES 51 SECONDS EAST, 31.85 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 125.52 FEET; THENCE SOUTH 80 DEGREES 08 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF ASPEN RIDGEOAK, A DISTANCE OF 866.49 FEET TO THE POINT OF BEGINNING, CONTAINING 969,193.90 FT. (12,659 ACRES).

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE MADE SUCH LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS SHOWN HEREIN.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF CALUMET COUNTY AND THE CITY OF APPLETON IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2024.

GARY A. ZARRINGER, PROFESSIONAL LAND SURVEYOR S-2098

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

SAKET, LLC, DULY ESTABLISHED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS A LIMITED LIABILITY COMPANY, HAS HEREBY DEDICATED AND BEHEAVED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

SAKET, LLC, FURTHER CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: DEPARTMENT OF ADMINISTRATION, CALUMET COUNTY, AND CITY OF APPLETON.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS _____ DAY OF _____, 2024.

RAMJI MARASINI - MEMBER

STATE OF WISCONSIN)
OUTAUGAMIE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2024,
THE ABOVE OWNER(S) TO ME KNOWN TO BE THE PERSON(S), WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

ACCESS RESTRICTION CLAUSES

NOR AS OWNERS, WE HEREBY RESTRICT ALL LOTS AND BLOCKS IN THAT NO OWNER, POSSESSOR, NOR LICENSEE, SHALL BE PERMITTED TO CROSS OR TRAVEL OVER THE LANDS SHOWN ON THIS PLAT TO REACH PLANK ROAD, AS SHOWN ON THE PLAT, IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S.236.293, STATS., AND SHALL BE ENFORCEABLE BY CALUMET COUNTY, AND THE CITY OF APPLETON.

Martenson & Eisele, Inc.
1377 Milwauy Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Civil
Engineering
Architecture

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY SAKET, LLC, GRANTOR, TO WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN COMPANY, GRANTEE, AND THE WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR THE PROPERTY SHOWN WITHIN THESE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS, ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEE AGREES TO RESTORE OR CAUSE TO BE RESTORED, BY THE GRANTEE OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES, OR TO THE REPAIR, MAINTENANCE, OR REPLACEMENT OF SAID FACILITIES, OR TO THE REPAIR, MAINTENANCE, OR REPLACEMENT OF THE RIGHTS HEREIN GRANTED STRUCTURES, INCLUDING BUT NOT LIMITED TO, UTILITY EASEMENT AREAS, OR TO THE RIGHT OF THE GRANTEE TO PLACE OR RELOCATE ANY SUCH FACILITIES, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEE. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

RAMJI MARASINI - MEMBER

DRAINAGE EASEMENT PROVISIONS

AN EASEMENT FOR DRAINAGE IS HEREBY GRANTED BY SAKET, LLC, GRANTOR, TO

CITY OF APPLETON, GRANTEE,

THE GRANTEE, THEIR RESPECTIVE LESSEES, SUCCESSORS, HEIRS OR ASSIGNS, SHALL HAVE FULL USE AND ENJOYMENT OF THE PROPERTY REFERENCED ABOVE PROVIDED THAT SUCH USE DOES NOT INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, REPLACE, OPERATE, MAINTAIN AND REPAIR SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES. IT IS FURTHER AGREED THAT AFTER MAINTAINING, REPAIRING, REPLACING OR RELOCATING OF SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES, GRANTEE SHALL RESTORE OR CAUSE TO BE RESTORED, BY GRANTEE OR GRANTEE'S AGENTS, THE PROPERTY TO THE CONDITION PREVIOUSLY EXISTING. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN. GRANTEE DOES HEREBY AGREE TO COMPENSATE FULLY FOR ANY DAMAGE TO BUILDINGS OR ANY OTHER TYPE OF STRUCTURE OR IMPEDIMENT TO DRAINAGE SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "DRAINAGE EASEMENT". GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK. GRANTOR SHALL MAINTAIN GROUND SURFACE AND VEGETATION SO AS NOT TO IMPED DRAINAGE.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

RAMJI MARASINI - MEMBER

STORM SEWER EASEMENTS PROVISION

AN EASEMENT FOR STORM SEWER IS HEREBY GRANTED BY SAKET, LLC, GRANTOR, TO

CITY OF APPLETON, GRANTEE,

THE GRANTOR, THEIR RESPECTIVE LESSEES, SUCCESSORS, HEIRS OR ASSIGNS, SHALL HAVE FULL USE AND ENJOYMENT OF THE PROPERTY REFERENCED ABOVE PROVIDED THAT SUCH USE DOES NOT INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, REPLACE, OPERATE MAINTAIN AND REPAIR SAID STORM SEWER AND ASSOCIATED APPURTENANCES. IT IS FURTHER AGREED THAT AFTER MAINTAINING, REPAIRING, REPLACING OR RELOCATING OF SAID STORM SEWER AND ASSOCIATED APPURTENANCES GRANTEE SHALL RESTORE UNIMPROVED SURFACES SUCH AS GRASS, GRAVEL AND DIRT ON SAID PROPERTY, AS CLOSELY AS POSSIBLE, TO THE CONDITION PREVIOUSLY EXISTING. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN. GRANTEE DOES HEREBY AGREE TO COMPENSATE FULLY FOR ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY FROM SAID MAINTENANCE, REPAIR, REPLACEMENT OR RELOCATION OF SAID STORM SEWER AND ASSOCIATED APPURTENANCES, THAT OCCUR OUTSIDE OF THE ABOVE DESCRIBED EASEMENT AREA. GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

RAMJI MARASINI - MEMBER

COMMON COUNCIL RESOLUTION

RESOLVED THAT LUMBINI ESTATES, IN THE CITY OF APPLETON, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

ON THIS _____ DAY OF _____, 2024.

JACOB A. WOODFORD, CITY MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

RAMI LYNCH, CITY CLERK

CITY TREASURER'S CERTIFICATE:

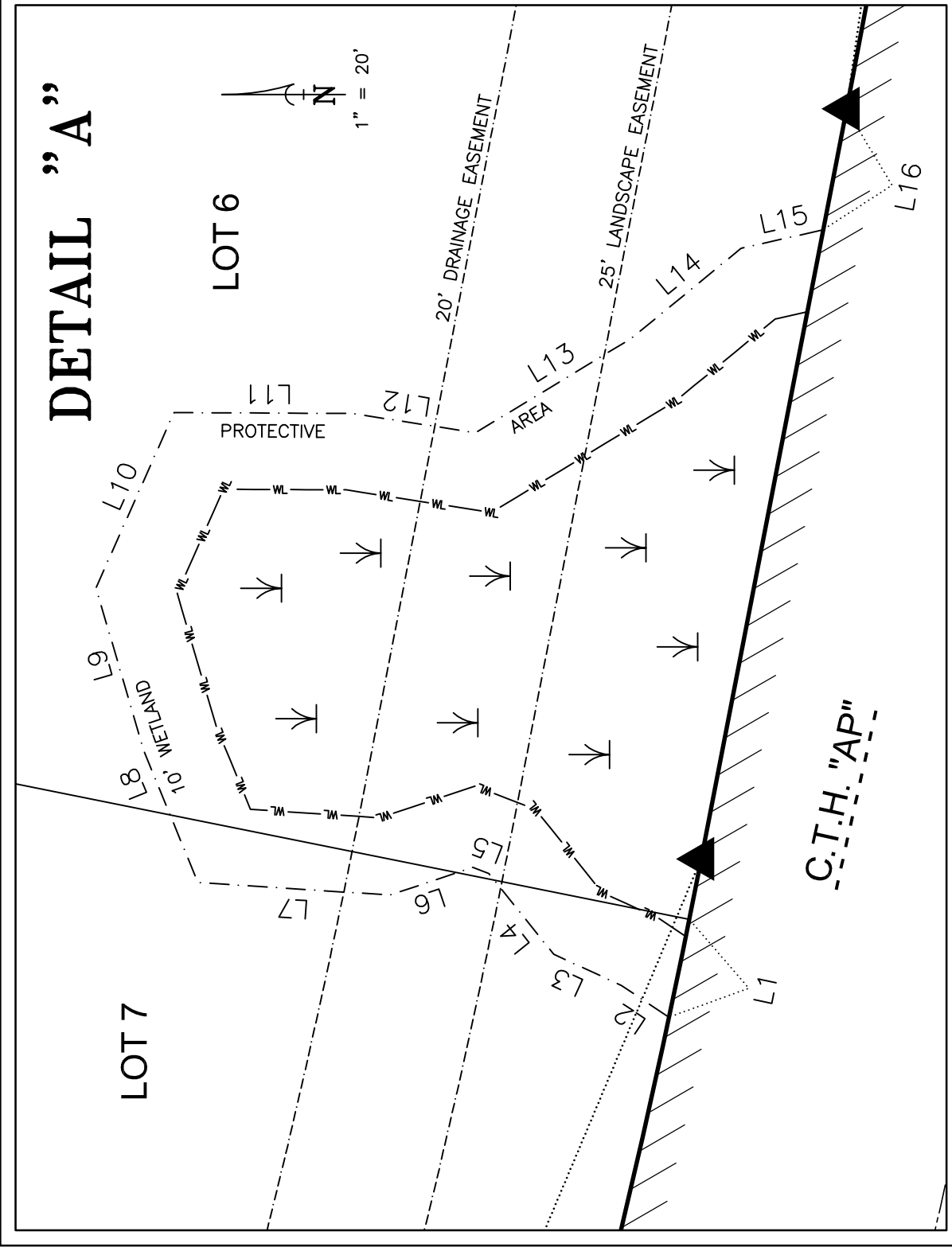
I, JERI A. OHMAN, BEING THE DULY QUALIFIED AND ACTING FINANCE DIRECTOR OF THE CITY OF APPLETON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ ON ANY OF THE LAND INCLUDED IN LUMBINI ESTATES.

JERI A. OHMAN, CITY FINANCE DIRECTOR

COUNTY TREASURER'S CERTIFICATE:

I, _____, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF CALUMET, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ AFFECTING THE LANDS INCLUDED IN LUMBINI ESTATES.

DATE _____ SIGNED _____ COUNTY TREASURER



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified July 26, 2024

Don Sims
Department of Administration

Released July 19, 2024
Drawing No. 1-1720-001
Sheet No. 2
This instrument drawn by: C. Cleary

Exhibit 3: Waiver of Special Assessment Notices & Hearing



WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER S.66.0703 WISCONSIN STATUTES

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, to wit:

Three horizontal lines for providing details of the proposed public improvement.

The undersigned owner(s) of property benefited by the above proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S.66.0703 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S.66.0703 (7) of the Wisconsin Statutes, I/we hereby waive all special assessment notices and hearings required by S.66.0703 (7), and I /we hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec.66.0703 (7) Wisconsin Statutes.

Property Address _____ Signature of Owner(s) _____ Date _____

Two horizontal lines for providing property address, signature, and date.

OFFICE USE ONLY

Notes:

Four horizontal lines for providing notes.

Project Unit No. _____ Authorized City Representative: _____

Final Cost of Assessable Improvements: _____

Date work completed: _____

Date billed to Property Owner: _____

Billed by: _____

Exhibit 4: Cost Estimates

Concept Plat East of Plank - Midway Intersection

Exhibit 4

Number of Lots: 27

Gross Area: 559,747SF (12.85 ac)

rev 12/2/2024

Lot Area: 445,746 Square Feet

Developer: Saket, LLC

Total C/L Footage: 1,900

Work Order: TBD

Total Pavement Area (to b/curb): 6,247.56 SY

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2024 ESTIMATED)	Special Assessments (2031 ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$15,200.00	\$0.00	\$15,200.00	\$15,200.00	\$0.00		(1900 C/L Ft.) x (\$8.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$93,713.40	\$0.00	\$93,713.40	\$93,713.40	\$0.00		(6247.56.11 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment (Area 7E16)	\$3,084.58	\$0.00	\$3,084.58	\$3,084.58	\$0.00	5431	(\$6.92/1000 s.f.)* (445,748 s.f.)
Sewer Televising (estimated cost)	\$2,660.00	\$0.00	\$2,660.00	\$2,660.00	\$0.00	5427 5222	(3,800Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$3,800.00	\$0.00	\$3,800.00	\$3,800.00	\$0.00	4010	(1,900 C/L Ft.) x (\$2.00 / C/L. Ft.)
Concrete Pavement (estimated cost)	\$380,000.00	\$0.00	\$380,000.00	\$0.00	\$380,000.00	4010	(1,900 LF) x (\$200.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$133,000.00	\$0.00	\$133,000.00	\$0.00	\$133,000.00	4010	(19,000 s.f.) x (\$7.00/s.f.)
Plank Road West Regional Stormwater Pond Assessment	\$0.00	\$0.00	\$23,220.00	\$23,220.00	\$0.00	4010	\$860 per lot * 27 Lots
Sanitary Sewer	\$194,646.00	\$194,646.00	\$0.00	n/a	n/a	5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$384,380.14	\$384,380.14	\$0.00	n/a	n/a	5230	Private Contractor hired by Developer
Water Main	\$201,932.00	\$201,932.00	\$0.00	n/a	n/a	5371	Private Contractor hired by Developer
Grading & Graveling	\$143,092.24	\$143,092.24	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
General/Topsoil Strip	\$26,403.70	\$26,403.70	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Street Lights/Utilities	\$93,782.99	\$93,782.99	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
Design Engineer Fees and Contingencies	\$102,050.00	\$102,050.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
TOTALS	\$1,777,745.05	\$1,146,287.07	\$654,677.98	\$141,677.98	\$513,000.00		