

AGREEMENT FOR THE PURCHASE OF A CITY OWNED RESIDENTIAL LOT PHILLIPS AVENUE DEVELOPMENT

THIS AGREEMENT made and entered into this **number** day of **month, year**, by and between **person/business**, the “Developer”, and the City of Ladysmith, a Wisconsin municipal corporation, the “City”.

RECITALS

Developer desires to obtain a City-owned residential lot for the purpose of constructing a single-family dwelling (the “Project”).

The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements and providing various assurances the Project will be completed in accordance with the requirements of the City Code of Ordinances of the City of Ladysmith.

The applicable provisions of the City Code require, among other things, that provisions be made for the connection to City water, sanitary sewer, and stormwater utilities, the grading of public and private lands, erosion and storm water runoff control, and building setbacks.

The purpose of this Agreement includes, but is not limited to, the avoidance or harmful consequences of land development prior to satisfactory completion of the Project.

The City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement, even if construction has not yet been commenced. Accordingly, the parties agree that the City may enforce the terms and provisions of the Agreement even if construction has not begun.

Developer agrees to develop the Property in accordance with this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances; specifically including application for the issuance of building permits by the City in accordance with existing regulatory standards and if needed, Wisconsin DNR approval of the wetland delineation study.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Developer is receiving a City-owned residential lot at no cost and undertaking the construction of a new single family residential dwelling on the property in the City at the following described site:

Legal description shown in Attachment 1.

2. As a part of the Project, the City has designed and installed certain public improvements (“City Improvements”), at its own expense. Those City Improvements are:

The City will provide municipal utilities (water, sanitary sewer, storm sewer) to the property right-of-way, curb and gutter, street construction, and paving. However, it is the responsibility of the Developer, at the Developer’s expense, to connect to municipal utilities and to grade the parcel to provide stormwater control as specified by the City Council, Public Works Director, and/or City Engineer.

3. As a part of the Project, the Developer will submit a properly completed application to purchase for a City-owned parcel.
4. The Developer further agrees to provide proof of preapproval of mortgage financing in the form of a letter from the Developer’s lender showing that the Developer is pre-approved for financing to build a single-family residential dwelling.
5. The Developer must provide a retainage fee at the time of execution of this Agreement in the amount of \$2,500. The fee will be returned to the Developer when the Certificate of Occupancy is provided by the City. In the event that the Developer does not provide a Certificate of Occupancy within twelve (12) months of the execution of this agreement, all such retainage fees held by the City shall be forfeited by Developer to the City.
6. The Developer agrees that they will commence and complete construction of the dwelling on the property and obtain Certificate of Occupancy within twelve (12) months of the execution of this Agreement. In the event that Developer does not commence and complete the construction as referenced above, Developer agrees to re-convey the Property to the City upon written request of the City at the expense of the Developer and at no cost to the City.
7. The Developer guarantees that the minimum equalized assessed value of the land and improvements will be not less than \$175,000. The Developer specifically guarantees the payment of any shortfall in anticipated real estate taxes generated by the property for ten (10) years if the actual equalized assessed value is less than the guaranteed equalized assessed value provided above.
8. The Developer guarantees the building materials for the exterior of the home shall be brick, natural stone, wood clapboard, wood shingle, fiber cement siding, or engineered wood siding, vinyl siding or imitation brick.
9. The Developer guarantees the driveway surface shall be concrete, asphalt, pavers, or flagstone. A gravel driveway is prohibited.

10. The Developer agrees to obtain all necessary permits from the City, State, WIDNR, etc. as needed for the construction of the single-family residential dwelling.
11. The Developer agrees to plant and establish a lawn using sod or grass seed. A minimum of two (2) trees must be planted on the property. The trees must be species recommended by the City of Ladysmith. Each tree shall be a minimum 1.5” in diameter. Trees cannot be planted in utility easements.
12. Closing costs.
 - A. City Costs. The following costs shall be paid by City:
 - (a) expenses of placing title in proper condition
 - B. Developer Costs. The following costs shall be paid by Developer:
 - (a) recording fees; and
 - (b) title insurance premium, title examination and certification to the title insurance company and any other costs of the title company for preparing the title commitment and issuing the title insurance policy and closing the transaction; and
 - (c) preparation of Warranty Deed and Transfer Return; and
 - (d) any lender fees
13. The Developer agrees that no construction work shall be scheduled for the Project without the Director of Public Works’ approval of the starting date and schedule. This schedule shall be attached as **Attachment 2** and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement and all Attachments have been attached.
14. Supplemental Conditions
 - A. No Vested Rights Granted

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the City warrant by this Agreement that the Developer is entitled to any required approvals.
 - B. No Waiver

No waiver of any provision of this Agreement shall 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. Nor shall City’s failure to pursue any default under this Agreement be deemed a waiver of any subsequent default or other defaults of the same type. The City’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(s).

C. Amendment/Modification

This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.

D. Default

A default is defined as the Developer's breach of, or failure to comply with, the terms of this Agreement. Remedies shall include, but not be limited to, not issuing building or occupancy permits.

E. Attorney's Fees

If the City is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the City prevails in the litigation, arbitration, or mediation, the Developer shall pay all City costs including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

F. Entire Agreement

This written Agreement, and written amendments, and any referenced attachments shall constitute the entire Agreement between the Developer and the City.

G. 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 will be construed as if the part, term, or provision was never part of the Agreement.

H. Non-Assignability

The benefits of this Agreement to the Developer are direct and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are obligations of the Developer and also shall be binding on the successors, assigns, and legal representatives of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement.

I. Immunity

Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

15. 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:	Name of Business/Person Attn: Name Address Municipality, WI Zip Code
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if to City:	Alan Christianson City Administrator City of Ladysmith PO BOX 431 120 Miner Avenue W. Ladysmith, WI 54848
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16. Recording

The City may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds Office. The Developer shall pay all costs of recording.

17. Consent Not to be Unreasonably Withheld

Whenever in this Agreement it is provided that an action may not proceed or be carried out without the consent of the City, such consent shall not be unreasonably withheld.

18. Effective Date

This Agreement shall be effective as of the date and first year written above.

CITY OF LADYSMITH

By: _____
Robert Grotzinger, Mayor

By: _____
Alan Christianson, Administrator

STATE OF WISCONSIN)
)ss.
COUNTY OF RUSK)

Personally came before me this **number** day of **month, year**, the above-named Robert Grotzinger, Mayor and Alan Christianson, Administrator, of the City of Ladysmith, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the City of Ladysmith.

Notary Public, State of Wisconsin
My Commission Expires: _____

NAME OF DEVELOPER BUSINESS.

By: _____
Name of Developer, Title

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, **year**, the above-named **Name of Developer , Title, Business** to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same as such officer by the authority of **Business.**

Notary Public, State of Wisconsin
My Commission Expires: _____

ATTACHMENT 1

Legal Description

ATTACHMENT 2

Improvement Schedule

Obtain Ownership of Parcel
Begin Construction
Certificate of Occupancy
Final Approval

Month, Year
Month, Year
Month, Year
Month, Year