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EXHIBIT A

**OUTLINE FOR THE STANDARD FORM OF A
"CONTRACT FOR SUBDIVISION OF DEVELOPMENT IMPROVEMENTS"**

THIS AGREEMENT, made this _____ day of _____, 20__

By and between (Name) _____

(Address)_____

(City)_____(State)_____(Zip)_____

(Contact Person)_____

(Telephone)_____

Hereinafter known as the "**DEVELOPER**", AND THE Town of Delavan, Walworth County, Wisconsin, hereinafter referred to as the "**TOWN**", whose offices are at 5621 Town Hall Road, Delavan, Wisconsin, 53115.

WITNESSETH:

WHEREAS, the Developer has received all necessary approvals from the Town for a development under the Land Division Ordinance located in section _____, Town _____, Range _____ East and otherwise identified as (Include address, tax key number, owner on assessment records, or other identification if so desired).

A copy of said approved development plan, certified survey map, or final subdivision plat being made a part of this file and incorporated by reference;

WHEREAS, in the case of the division of land or subdivisions **Chapter 236.13 of the Wisconsin Statutes** authorized the Town as a condition of granting its approvals t require the Subdivider to install and dedicate reasonably necessary public improvements related to the subject lands;

WHEREAS, particularly in the case of developments, certain other private improvements of private lands or public improvements located by easement on private lands are deemed necessary by the Town to serve the development or protect the public improvements being installed and dedicated for the benefit of the lands subject to this agreement.

NOW THEREFORE, in consideration of said approvals, the developer agrees to the following:

ARTICLE I LIST OF IMPROVEMENTS

Developer shall install, at his own expense (unless provisions appended hereto provide for public or other private participation) according to plans and specifications as approved by the Town and incorporated in this agreement be reference:

1) GRADING, EROSION CONTROL

- (a) To grade the bed of all roadways to sub-base grades as established in the approved plans.
- (b) To grade the road shoulder, ditches, and (where required) sidewalk terraces, to plan approved sub-base grades.
- (c) To grade lands adjacent to streets or other ways to maximum slopes are approved on the plans, and to take other measures as contained in the plans or specifications, to prevent or control erosion and to preserve sub-base and surface grades being established.
- (d) To Grade vision corners at intersections.

2) STORM WATERS DRAINAGE AND DETENTION

- (a) To install at intersections, driveways and similar appropriate points as provided in the plans culverts or other storm water conduits of the proper size and at the proper elevation.
- (b) To grade lands including outside public right-of-way but within the development area to elevations for the various swales, detention basin or retention ponds are approved in the plans, to achieve the overall drainage district in which the subject land lies.

- (c) To install a system of underground storm sewers including appurtenant catch basins and laterals, if prescribed on the approved plans.

3) WATER SUPPLY AND DISTRIBUTION

- (a) To install a water distribution system including mains, laterals and fire hydrants and appurtenant valves, designed to supply the treated water available to property in the Town according to plans and specifications as approved by the Town of its designated utility. Where said water supply is not presently available to the subject tract, and where the approved plans and specifications so allow, the following alternative is agreed.
- (b) To drill a "**Community**" well or wells, install an appropriate arrangement of reservoir pumps, and appurtenant pressuring equipment, together with a distribution system of water mains, laterals and fire hydrants and appurtenant valves, as called for in the approved plans and specification. Said systems shall be designed for compatibility and eventual convertibility to the local municipal system available to the Town.
- (c) To install individual private wells to serve each dwelling structure.

4) SANITARY SEWERS

- (a) To install a sanitary sewer system including mains, laterals, manholes and appurtenant facilities so as to provide sewage collection service to all lots and designed to flow into the overall collection system provided by the Town or its designated utility, according to their approved plans and specifications.

5) PAVING

- (a) To install base course material for the roadway and should as provided in the plans and specifications, and including temporary turn-around areas.
- (b) To install finished paving in (one (1) Stage) (two (2) stages courses) (select on, cross out the other) as provided in the plans and specifications. Where the selection is for two (2) stages courses, the

final wearing course shall be installed after _____% of the lots have experienced construction within those designated places as shown on the plans or a contract, whichever comes first, but not more than three (3) years.

- (c) To install curb and gutter as more particularly required in the approved plans and specifications, but generally in those locations:

- (d) To install sidewalks as more particularly required in the approved plans and specifications, but generally in these locations:

6) STREET LIGHTS

- (a) To install street lights of an approved type and at intervals and locations as approved by the Town.

7) OTHER UTILITY INSTALLATIONS

- (a) To assist the Town in the coordination with other utility installation such as gas, electric, telephone, and cable television, providing for example, proper easement areas within the subdivision lots for those and necessary public utilities, and arranging for timely and coordinated construction activities, where more than one utility will be making installation in the same public way or private easement area.

- (b) To pay electric, telephone and cable television utility assessment of surcharges for underground service versus above ground service, except in the following areas where underground service would be unreasonably expensive:

8) PLANTED AREAS, STREET SHADE TREES

- (a) To install topsoil and grass seed, sod or other suitable plantings in swales, ditches, slopes and

other areas, as may be necessary to prevent erosion and to preserve topography as contain in the plans and specifications.

- (b) **Warranty:** The developer hereby agrees, at his own expense, to replace plant materials which die or are substantially damaged, and to repair graded areas which erode or are otherwise damaged, for a period of one (1) year after installation, whether said death or damages are caused by an act of nature or by activities of others such as contractors or property owners. This provision shall not preclude the subdivider from seeking recovery of costs when Subdivider's obligation to make timely replacements and repairs shall not be delayed, while recovery is sought from others.

9) BARRICADES, STREET SIGNS

- (a) **Temporary:** The developer shall install and maintain, or shall arrange with all contractors that they install and maintain, those barricades, signs, warning lights, earth berms, mounds or other protective measures as set forth in the plans and specification, which are hereby agreed to be reasonably necessary for the safety of the public during the improvement of the subject tract. These measures shall only be removed after approval by an authorized representative of the Town.
- (b) **Permanent or Semi-Permanent:** The developer shall be responsible to pay for, and the Town will install street and traffic signs and those other informative or protective measures as street-end barricades and fences, and as may be provided for in the plans and specifications.

10) SPECIAL FACILITIES

- (a) To install those special facilities or common areas such as public or private parks, malls, plazas, recreation areas etc. or provide protective measures for natural conditions being preserved for ecological reasons such as fencing around wood lots or drainage levels near marsh wetlands, etc. The developer hereby agrees to (list special matters covered under this agreement).

11) **COVENANTS**

- (a) To provide deed restrictions and/or covenants consisting of:

12) **WARRANTY**

(In the following space include the terms of any warranty being given by the developer to the Town or enforceable by the Town)

ARTICLE II GENERAL CONDITIONS

1) ENGAGING QUALIFIED CONTRACTORS

- (a) The developer further agrees to engage contractors for all work including in this agreement that are qualified to perform the work.

2) WORK ACCORDING TO APPROVED PLANS AND SPECIFICATIONS

- (a) The developer agrees to use material and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference, and including those standard specifications as the Town or its Commissions may have adopted and published prior to this date.

3) PAYMENT OF TOWN REVIEW AND INSPECTION FEES

- (a) The developer agrees to pay those fees for the professional and inspection services incurred by the Town, including overhead factor for Town supervision and administration of those services, related to engineering review of any plans and specifications submitted by the developer for approval by the Town and related to inspection of work performed under this agreement.

(b) Where the fees originate from non-Town employees, such as private engineering firms or attorney's, the invoice amount shall be the actual fee as billed to the Town by the private firm, plus the Town's administrative, supervision, and overhead factor. Where the fees originate from services provided by Town employees (including those of Town Commissions or utility boards) the fee shall be according to the actual hours involved including supervision and administration and consisting of the employee's salaries plus overhead for their fringe benefits, office space, travel, and similar accepted components of overhead.

(c) Review Fees

- i. Said conceptual plan review fees are estimate by the Town to be \$_____ in connection with this agreement, and \$_____ shall be deposited upon the execution of this agreement.
- ii. Said preliminary plat review fees are estimated by the Town to be \$_____ in connection with this agreement, and \$_____ shall be deposited upon the execution of this agreement.
- iii. Said preliminary engineering, condominium or development plan review fees are estimated by the Town to be \$_____ in connection with this agreement, and \$_____ shall be deposited upon the execution of this agreement.
- iv. Said condominium, or planned development plan review fees are estimated by the Town to be \$_____ in the connection with this agreement, and \$ _____ shall be deposited upon the execution of this agreement.
- v. Said Final plat review fees are estimated by the Town to be \$_____ in the connection with this agreement, and \$ _____ shall be deposited upon the execution of this agreement.
- vi. Said attorney's fees are estimated by the Town to be \$_____ in the connection with this agreement, and \$ _____ shall be deposited upon the execution of this agreement.

vii. Said engineering and engineering review fees are estimated by the Town to be \$_____ in the connection with this agreement, and \$ _____ shall be deposited upon the execution of this agreement.

viii. Said construction inspection fees are estimated by the Town to be \$_____ in the connection with this agreement, and \$ _____ shall be deposited upon the execution of this agreement.

ix. Unless otherwise entered here, the Town will deduct costs incurred from the deposited amount at monthly intervals (enter here any alternate billing any payment schedule).

x. Any costs the Town may incur for plan review, inspection and administration which exceed the deposit amounts shall be billed to the subdivider by the Town. If a fund balance exists in the inspection deposit after acceptance of all improvements and refund of the improvement guarantees, the Subdivider may request a refund of the remaining deposited amounts.

(d) The foregoing fee estimate represents the Town's best judgment but the parties agree it is not a binding quotation. In the event the Town becomes aware that the estimate is substantially in error, it shall immediately notify the developer so that an addendum to this agreement may be negotiated.

4) TIME SCHEDULE AND CONSTRUCTION CONTRACT COPIES

(a) Attached hereto is "**Exhibit A**" the "**Work Schedule**" for each major phase of work to be performed under this agreement, with the estimated starting and completion dates. The parties hereby agree to abide by this schedule. Should it become impractical to continue the schedule of Exhibit A, (provided the impracticality arises from causes out of the control of both parties to this agreement such as: significant unforeseen subsoil conditions, weather, or other acts of nature, strikes, area-wide shortage of material, or social disorders) either party to

this agreement may submit a revision to Exhibit A for negotiation and acceptance by the other party.

- (b) Prior to the commencement of any work hereunder the developer shall file with the Town a copy of each contract executed between the developer and his contractors for specific work elements.
- (c) The developer may seek, and the Town may grant waivers to the foregoing provision in the case of later work elements where proper completion or earlier phases of work are not dependent upon starting these later elements. The granting of any such waivers shall be conditioned upon establishing dates for the submittal of executed contracts on the later work.

5) INSURANCE

- (a) The developer shall require that all contractors being engaged to perform work under this agreement comply with Town Ordinances pertaining to damage claims and contractor's liability insurance. A certificate of such insurance must be filed with the Town at or prior to the filing of the above mentioned contract copies.
- (b) Unless provided otherwise by law, contractors shall maintain insurance as will protect them from claims under Workmen's Compensation Acts and from any other claims for damages or personal injury, including death, which may arise from operations under this contract, including those by subcontractors, per the attached Insurance Requirements, shown as Exhibit C.

6) PAYMENT OF OUTSTANDING ASSESSMENTS AND CHARGES

- (a) Prior to the commencement of any construction hereunder the developer hereby agrees to pay the following outstanding charges or assessments due against those portions of the subject tract being subdivided at this time: (List amounts to be paid)

ARTICLE III DEDICATION & GUARANTEE

1) DEDICATION & ACCEPTANCE OF PUBLIC FACILITIES

- (a) The developer agrees that all dedications to the public of lands and improvements covered by the accompanying certified survey map or subdivision plat and this agreement are made without conditions.
- (b) The developer further agrees that no improvement may be offered to the Town for acceptance of the dedication unless all review and inspection fees identifies under Article II (3) are paid in full, and that all contractors have performed work hereunder have received payment in full for their materials and services, certified in the form of affidavits, which shall be presented to the Town.

2) GUARANTEE

- (a) The developer hereby agrees to provide a Maintenance Bond in an amount not less than 5% of all public improvements and guarantee all work performed under this agreement except those items separately warranted under Article I (8) and (10) of this agreement for a period of one (1) year from the date of final acceptance by the Town Board. Such guarantee shall be against defects in materials or workmanship. If any such defect should appear, the developer agrees to make the required replacement or acceptable repair at his own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repairs or replacement is required.

ARTICLE IV CONTRIBUTION TOWARD OFF-SITE IMPROVEMENTS

The parties agree that certain improvements located off the site of the subject tract covered by this agreement are directly beneficial to the subject tract and their installation and financing contemplate a financial reimbursement form this tract upon its development, in proportion to the site's benefit. The parties further agree that the dollar amount attributable as the fair share of this site, and not covered by "F" of Article II, together with any accrued interest to this date, is \$_____, and results from the improvements summarized below:

The developer agrees the forgoing amounts are payable prior to the commencement of any construction hereunder.

ARTICLE V SURETY AGREEMENT

1) FORM, AMOUNT OF SURETY

- (a) The developer herewith furnishes the Town with \$_____ in the form of (indicate whether corporate bonds, certified check or irrevocable letter of credit in the form of Exhibit B attached hereto):

to secure performance of this contract.

ARTICLE VI RIGHTS OF RECOVERY

The parties agree that certain improvements being installed by the developer while related to the subject tract of land, benefit a larger area and, therefore, the developer should be reimbursed for those additional costs hereinafter set forth.

1) OVERSIZING

- (a) The parties agree that the facilities summarized below are sized larger than are necessary to service the subject tract, and that the developer's recoverable dollar amount attributable to such over-sizing is \$_____ plus interest at the annual rate of _____. (List below the type of improvement and dollar cost of over-sizing in that improvement.)

2) SERVICE TO OTHER PROPERTIES

(a) The parties agree that the facilities summarized below by virtue of their design and placement in relation to abutting or neighboring property will provide service to lands other than just the subject trace, and that the developer's recoverable dollar amount attributable to such service to other properties is \$_____, plus interest at the annual rate of _____. (List below the type of improvement and dollar share to be recovered from other benefiting properties.)

TOWN OF DELAVAN
Delavan, Wisconsin

Witnessed by:

Town Clerk

(Developer Address)

Witnessed by:

Title

Title

Approved as to form:

Town Legal Advisor

Approved as to aggregate amount: Approved as to Issuance:

Town Clerk

Developer

EXHIBIT C

Prior to starting work, the contractor (Developer) responsible for construction of public improvements shall file with the Town Clerk a Certificate of Insurance. This Certificate of Insurance should include the following coverage's and limits:

GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products & completed Ops Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Payments Limit	\$ 5,000

The General Liability policy shall name the Town of Delavan, their officers, employees and agents as Additional Insured's.

AUTOMOBILE LIABILITY

Automobile Liability	\$1,000,000
	Combined Single Limit

EMPLOYERS LIABILITY

Bodily Injury by Accident	\$ 500,000	Each Accident
Bodily Injury by Disease	\$ 500,000	Each Employee
Bodily Injury by Disease	\$ 500,000	Policy Limit

UMBRELLA LIABILITY

Each Occurrence Limit	\$ 3000,000
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This Certificate of Insurance shall state the coverage will not be terminated or reduced without thirty (30) days advance written notice to the Town of Delavan, and the Town Engineer.