

**AGREEMENT FOR  
SUBDIVISION IMPROVEMENTS  
IN THE PLAT OF  
SHOREWOOD HILLS NORTHWEST**

**Town of Lake Mills,  
Jefferson County, Wisconsin**

This Agreement, executed in two (2) or more originals, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Town of Lake Mills, a Wisconsin township (“Town”), and Kason Limited Liability Co., a Wisconsin limited liability company (“Subdivider”), effecting the real property described on the attached Exhibit “A”, located in the Town of Lake Mills, Jefferson County, Wisconsin:

Recording Area

Return to:

Lake Mills Town Clerk  
Town of Lake Mills  
1111 South Main Street  
Lake Mills, WI 53551

Parcel Number:

**See Attached**

**WITNESSETH**

**WHEREAS**, Subdivider has purchased the real property described in Exhibit “A”, which is also commonly known as Phase III of the Plat of Subdivision for Shorewood Hills North (the “Subdivision”) from Grey Horse Home Sites LLC (“Original Subdivider”);

**WHEREAS**, the Subdivision is a part of the Plat of Subdivision for Shorewood Hills North recorded August 21, 2001, Volume 12 of Plats, starting on Page 37, as Document No. 1063742, located in the Town of Lake Mills, Jefferson County, Wisconsin;

**WHEREAS**, Town originally executed a Subdivider’s Agreement dated June 12, 2001 (“Original Subdivider’s Agreement”) with Original Subdivider;

**WHEREAS**, Original Subdivider completed phases I and II of the Subdivision, but never completed work on Phase III;

**WHEREAS**, Subdivider now desires to obtain Town approval of a new final plat covering portions of the Subdivision, so that this new plat may be recorded and improvements installed within the Subdivision and lots developed and sold by Subdivider;

**WHEREAS**, the new final plat covering a portion of the Subdivision shall be formally known as the Plat of Shorewood Hills Northwest (the “Plat”);

**WHEREAS**, the Town of Lake Mills Code of Ordinances (the “Ordinance”) requires the Subdivider, among other things, install and pay the cost for certain public improvements as a condition of approval of the Plat and development of the Subdivision;

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated by reference, the mutual covenants hereinafter set forth, the approval of the Plat by the Town, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree:

## **Section 1**

### **Required Improvements**

#### **1.01 Street Improvements**

##### **(1) Standard Improvements, Roadside Ditches, Bituminous Pavement**

- (A) The Subdivider shall install and dedicate, without cost, to the Town, except as hereinafter provided, and in accordance with the schedule set forth in Section 2.01 of this Agreement, standard street improvements including roadside ditches, crushed stone base, bituminous binder course and bituminous surface course, on all streets in the Plat in accordance with the Ordinance.
- (B) All street work shall be completed, inspected and approved by the Town Engineer prior to acceptance by the Town for public use.
- (C) The first layer of asphalt paving shall be commenced no earlier than May 1, 2017. The final layer of asphalt shall be completed by no later than September 30, 2017.

- (2) **Street End Connections.** Subdivider is responsible for constructing all street end connections with existing streets so that street widths and grades carry through existing streets. Street widths may be modified only if approved in writing by the Town Engineer.

#### **1.02 Sanitary Sewers**

- (1) Subdivider shall submit to the Town Engineer, Wisconsin Department of Natural Resources, City of Lake Mills (“City”), if required, for review and approval, plans and specifications for sanitary sewers, complete with laterals and appurtenances thereto in accordance with the Ordinance and the City ordinances.

- (2) After all required approvals have been obtained; the Subdivider shall, without cost to the Town, and in accordance with the Schedule set forth in Section 2.01 of this Agreement, construct and install sanitary sewers throughout the Subdivision, complete with laterals and appurtenances, constructed in accordance with the approved plans and specifications.
- (3) Subdivider shall pay any City charges or assessments against the Subdivision to the City, prior to commencing any construction in the Subdivision.
- (4) Subdivider shall be responsible for extending sanitary sewer to the Subdivision limits.
- (5) Easements for sewer mains within the Plat shall be dedicated to the City by the Subdivider. Easements for sewer mains not located in right-of-ways shall have a minimum width of 20 feet.

### **1.03 Storm Sewers and Storm Water Facilities**

- (1) **Plans Submitted to Town Engineer.** The Subdivider shall submit to the Town Engineer for review and approval, plans and specifications for storm sewers and appurtenances and storm water facilities, including drainage ways, greenways, storm water detention ponds, bio retention devices, etc. in the Plat. Plans shall indicate, at a minimum, storm sewer locations, inlets, manholes, culverts and other storm structures, phased construction, methods to control scouring into and out of storm water facilities, outlet design and type, and computations of inflow-outflow capacity.
- (2) **Installation.** Subdivider shall install storm sewers, culverts and storm water facilities complete with appurtenances thereto throughout the Subdivision without cost to the Town in accordance with approved plans and specifications and the schedule set forth in Section 2.01 of this Agreement.
- (3) **Storm water Improvements.** Subdivider shall be responsible for obtaining positive drainage of storm water within the Subdivision, including the dedication, grading and vegetation of the necessary drainage easements and/or storm water facilities to manage storm water draining into, through and out of the Subdivision. Subdivider shall prepare a report that meets the storm water management requirements for the Subdivision as set forth by Ordinance. Storm water ponds, bio retention facilities, and greenways are typically required to be planted with native vegetation.

### **1.04 Grading**

- (1) Subdivider shall submit to the Town Engineer for review and approval, grading plans and specifications to provide positive drainage of the

Subdivision as well as drainage in the flow directions as depicted on the approved plans.

- (2) After approval of the plans and specifications by the Town Engineer, Subdivider shall, without cost to the Town and in accordance with the schedule set forth in Section 2.01 of this Agreement, grade the Subdivision, including all public outlots, in accordance with the approved plans and specifications.

### **1.05 Erosion Control**

- (1) Subdivider shall submit an application for storm water and erosion control in the Subdivision to the Town Engineer pursuant to the Ordinance for review and issuance of a permit. No work shall commence until such permit is issued.
- (2) After the Town Engineer has issued a permit and before any land surface disturbances are made in the Subdivision, Subdivider shall, without cost to the Town, provide all erosion control measures in accordance with the approved plans and specifications.
- (3) Temporary basins, stone weepers, sediment netting, and similar erosion control devices shall be installed by Subdivider during construction as directed by the Town Engineer in accordance with the approved plans and specifications. All temporary devices shall be maintained by the Subdivider.
- (4) Before constructing any temporary device, the Subdivider shall file plans with the Town Engineer for approval. No erosion control facility shall be constructed by the Subdivider unless approved by the Town Engineer.
- (5) If the method of erosion control fails, the Subdivider shall clean up the materials which have been displaced and repair or replace the method of control which has failed prior to construction of additional improvements to the Subdivision.
- (6) All areas of the Subdivision shall be properly and promptly fine graded and restored upon completion of the necessary grading, including outlots.

## Section 2

### Construction Schedule

#### 2.01 Public Improvements

- (1) **Installation Deadline.** Subdivider shall commence and complete installation of required public improvements in the Subdivision within fifteen (15) months of the recording of this Agreement.
- (2) **Contractor Acknowledgment.** The following notation shall be included in the Agreement section of the Contract Documents: The contractor acknowledges by signing this agreement that no paving on public streets shall occur after October 31<sup>st</sup> without the approval of the Town Engineer. The public improvements for this Subdivision will not be accepted by the Town unless all the improvements are installed and all punch-list items are complete, other than final layer of asphalt and vegetation management. No building permits will be issued until this acceptance. The final layer of asphalt will be commenced no earlier than May 1, 2017 and no later than September 30, 2017.
- (3) **Land Conveyance.** No lot or future buildable outlot may be conveyed until public improvements as outlined in this agreement have been installed and accepted by the Town or a letter of credit or surety identified in Section 5 has been posted with the Town Engineer for 120% of the costs of public improvements for the lot being conveyed. No building permits can be issued for any lot in the Subdivision until the public improvements have been accepted. **With each lot in the Subdivision conveyed, Subdivider shall include in such conveyance an undivided one thirty-third (1/33) in common interest in Outlots 2, 3 and 4 shown on the Plat. Furthermore, said conveyances shall provide that ownership interest in the Outlots shall not be severed from ownership of the lot without Town approval.**

#### 2.02 Commencement of Construction

Subdivider shall not commence construction of the required improvements for the Subdivision prior to the time that:

- (1) Copies of all contracts for the construction and installation of the required improvements have been filed with the Town Engineer.
- (2) A proposed construction schedule for the required improvements has been submitted to, reviewed, and approved by the Town Engineer.

- (3) A copy of this Agreement, duly executed by the Subdivider and the Town, has been filed in the office with the Town Clerk and recorded with the Jefferson County Register of Deeds.
- (4) The required security described in Section 4 has been approved by the Town Board as to sureties and Town's Attorney as to form and filed with the Town Clerk.
- (5) The required sewer fees identified in 1.04(3) have been paid to the City.
- (6) The construction plans and specifications have been submitted to, reviewed, and approved by the Town Engineer. Town plan approval is only valid for 15 months.
- (7) All required approvals have been obtained with copies sent to the Town Engineer.
- (8) All required fees imposed under the Ordinance have been deposited with the Town Clerk.
- (9) A preconstruction meeting has been held with the Town, Subdivider, contractor, consultant and utilities present.

### **2.03 Placement of Property Pins**

All exterior boundary monuments shall be placed prior to construction. The Town, agrees to temporarily waive placing interior monuments per Wis. Stats. § 236.15(1)(h). Said interior monuments will be placed by Subdivider after Subdivider's final grading is complete.

## **Section 3**

### **Recreation, Parkland and Open Space**

#### **3.01 Parkland Dedication**

No parkland dedication will be required by Subdivider. All parkland dedications for the Subdivision were done by Original Subdivider.

## **Section 4**

### **Maintenance of Land within Plat**

#### **4.01 Mowing of Lots**

Subdivider shall cause all Subdivider owned lots to be mowed to height of 6 inches or less at least 3 times a year. Mowing shall occur at the following approximate times: mid-to-late May, July, late August to early September.

## **Section 5**

### **Security for Performance**

#### **5.01 Security to Be Furnished Prior To Start Of Construction**

At the time of entering into this Agreement, the Subdivider shall file an acceptable irrevocable letter of credit, a bond, or other certified funds with the Town in an amount equal to 120% of the estimated total cost to complete the required public improvements as approved by the Town Engineer. Upon substantial completion of construction of the required improvements, as defined under Wis. Stats. §236.13(2) (a) 2 and submittal to the Town Engineer of proof of payment to contractors, the Town Engineer shall release 90% of the security furnished hereunder during the fourteen (14) month guarantee period as provided in Section 5.03 except with respect to any uncompleted work. Security for the Subdivision shall be agreed to and posted prior to commencement of any construction in the Subdivision.

#### **5.02 Security to Guarantee Payment and Performance**

The security furnished pursuant to Section 5.01 of this Agreement, shall guarantee that each and every phase of construction will be completed in accordance with the schedule established in Section 2.01 of this Agreement, that the work will comply with the approved plans and specifications, and that all obligations of the Subdivider to the Town under this Agreement and to the contractors, subcontractors, laborers and materialmen will be fully paid and timely met.

#### **5.03 Guarantee of Finished Work**

The security furnished pursuant to Section 5.01 shall be held to guarantee all required improvements against defects in workmanship and materials. If any defects appear during the period of the guarantee, the Subdivider shall, at its expense, install replacements or perform acceptable repairs. In the event that the Subdivider fails to install the required replacements or perform the repairs, the Town may do so and deduct the cost thereof from the security. Unless defects have appeared and have not been repaired, the Town will release all remaining security to the Subdivider upon expiration of the guarantee period; provided the security furnished on completion of the final asphalt layer of streets,

including the cost of the work plan, plus 10% shall not be released sooner than fourteen (14) months from the date of substantial completion as defined under Wis. Stats. §236.13(2) (a) 2. If any defect is discovered during such fourteen (14) month period, the security retained shall not be released until all required replacements and repairs have been performed and acknowledged by the Town Engineer to be in accordance with this Agreement and the Ordinance.

- (1) Guarantee Period. The guarantee period shall be fourteen (14) months from substantial completion as defined under Wis. Stats. §236.13(2) (a) 2.

## **Section 6**

### **Indemnification and Insurance**

#### **6.01 Indemnification**

Except as otherwise provided in paragraph 6.02 below, the Subdivider shall indemnify and save harmless the Town, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

- (1) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
- (2) the negligence or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
- (3) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
- (4) the violation by the Subdivider or by any of said subcontractors of any law, rule, regulation, order or ordinance; or
- (5) The infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.

#### **6.02 Indemnification Exception**

Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the Town or the Town's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys' fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

### **6.03 Comprehensive General Liability And Property Damage Insurance.**

The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph and has filed certificates thereof with the Town. Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The Town shall be named as an additional insured on all such insurance coverage under this paragraph and paragraph 6.04 below. The amounts of such insurance coverage shall be as follows:

- (1) \$1,000,000 per occurrence
- (2) \$2,000,000 General Aggregate
- (3) \$2,000,000 Products/Comp Op Aggregate

### **6.04 Certificate of Insurance**

The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the Town prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

## **Section 7**

### **Miscellaneous Provisions**

#### **7.01 Acceptance of Improvements**

All public improvements required under Section 1 shall be completed, inspected and approved by the Town Engineer, and accepted by the Town Board.

#### **7.02 Town Engineering, Inspection, Testing, Consulting and Legal Fees and Expenses**

Subdivider shall pay all reasonable and necessary engineering, inspection, testing, consulting and legal fees and expenses incurred by the Town arising out of or in any way related to the Plat and the Subdivision development. Subdivider shall not be responsible for any fees and expenses incurred as a result of Town's negligence or unreasonable delay in processing anything during the approval and development process. Payments shall be made within 30 days of the Town's billing date. In the event fees are past due, the Town may withhold building permits until such fees are paid.

### **7.03 Agreement Not Construed as Waiver of Land Division & Other Town Ordinances**

Except as herein specifically provided, nothing set forth in this Agreement shall be construed as intended to be a waiver or release of any obligations imposed upon the Subdivider by the Ordinance.

### **7.04 Amendments**

The parties may amend this Agreement by express mutual written agreement for any phase of the Subdivision.

### **7.05 Breach**

In the event of breach of this Agreement, or any part thereof, by either party or their contractors, sureties or agents, the defaulting party agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the non-defaulting party as a result of such default.

### **7.06 Agreement Binding on Heirs and Assigns of Parties**

This Agreement shall be binding upon the Subdivider jointly and severally, upon their personal representatives and heirs, and upon the successors and assigns of all parties hereto.

### **7.07 Assignment Only with Express Written Approval**

This Agreement shall not be assigned by any party without express written approval of the other party which shall not be unreasonably withheld.

### **7.08 Entire Agreement**

This Agreement, consisting of twelve (12) pages and executed in two counterparts, each one of which shall constitute an original for all purposes, contains the entire agreement of the parties and shall not be modified, amended or extended except by express written agreement duly executed by all parties hereto.

### **7.09 Recording**

A fully executed original of this Agreement shall be recorded by the Subdivider and proof of such recording filed with the Town Clerk. Upon acceptance by the Town Board of all the improvements described in this Agreement, and upon all conditions precedent to such acceptance being met, and upon the fourteen (14) month guarantee period referred to in Section 5.03 having expired, the Town agrees to execute, acknowledge and deliver to the Subdivider, in recordable form, a certificate of termination providing that all of the



SUBDIVIDER  
KASON, LIMITED LIABILITY CO.

By: \_\_\_\_\_  
Jason R. Forest, Managing Member

STATE OF WISCONSIN     )  
  )   SS.  
COUNTY OF JEFFERSON    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above named Jason R. Forest, to me known to be the Managing Member of Kason, Limited Liability Co. and the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Attorney Jay S. Smith  
Neuberger, Griggs, Sweet & Smith, LLP  
122 East Lake Street  
Lake Mills, WI 53551

**Legal Description**  
**Exhibit "A"**

Lot 7, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-097

Lot 8, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-098

Lot 9, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-099

Lot 10, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-100

Lot 11, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-101

Lot 12, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-102

Lot 13, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-103

Lot 14, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-104

Lot 15, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-105

Lot 16, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-106

Lot 17, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-107

Lot 18, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-108

Lot 19, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-109

Lot 20, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-110

Lot 21, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-111

Lot 22, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-112

Lot 46, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-136

Lot 47, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-137

Lot 48, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-138

Lot 49, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-139

Lot 50, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-140

Lot 51, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-141

Lot 52, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-142

Lot 53, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-143

Lot 59, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-149

Lot 60, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-150

Lot 61, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-151

Lot 62, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-152

Lot 63, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-153

Lot 69, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-159

Lot 70, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-160

Lot 71, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-161

Lot 72, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.  
018-0713-1013-162