

## Developer's Agreement

This agreement is made this 12th day of June, 2001, by and between the Township of Lake Mills, Wisconsin, herein after referred to as the "Town" and Grey Horse Home Sites, LLC, hereinafter referred to as the "Developer" under the following terms and conditions:

### Witnesseth:

WHEREAS, Developer has received approval from the Town for the subdivision plat of Shorewood Hills North, lots 1-72; and

WHEREAS, the Developer is desirous of developing said subdivision and providing all public improvements within said subdivision, according to specifications outlined by the Town and County subdivision ordinances; and

WHEREAS, the Town has required the Developer to install and pay the cost for certain public improvements as a condition of development of said subdivision.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. The Developer has prepared a plat of the Shorewood Hills North subdivision within the Town which Map provides for the creation of 72 lots as single family residential sites (herein the "Plat"). In connection with the submittals and approvals of the Plat, the Developer has dedicated to the Town, free and clear of all liens and encumbrances, those easements, detention pond, parklands (either dedicated to the Town or its designee), streets and rights-of-way, as more particularly described on the face of the Plat. Subject to the terms and conditions of this agreement, the Town agrees to accept such dedications. The Developer agrees to place all required survey stakes on lots after construction is complete.
2. Public Improvements and Phases of Construction.
  - a) The Developer shall construct and install, at its own cost and expense, those public improvements described in the Plat, the Storm Water Management Plan and the Street and Sanitary Sewer specifications prepared by General Engineering Co. of Portage, WI (the Developer's engineering firm) attached hereto and incorporated herein by reference. The Developer's obligation to construct and complete the public improvements is not conditioned upon the commencement of

construction improvements of any of the lots set forth in the plat or upon the sale of any such lots or the improvements thereon.

- b) The Developer contemplates that the subdivision development and public improvement work will be done in three phases (Exhibit 1 Plat with phasing designated)
- 1) Phase 1 construction will commence on or about June 15, 2001 and be completed on or about October 30, 2001.
  - 2) Phase 2 construction will commence on or about September 2002 and be completed on or about December 2002.
  - 3) Phase 3 construction will commence on or about April 2006 and be completed on or about August 2006.

These commencement dates and completion dates shall not be changed without approval of the Town Board.

- c) Developer agrees to provide to the Town a landscape plan for the pedestrian walkways of Shorewood Hills North, which includes grass and trees, and agrees to complete the landscaping of the walkways according to the plan.
- d) Town agrees to assume responsibility for permanent maintenance of detention pond and grassed drainage ditches/ways, shown on plat, after Town accepts dedication of said detention pond and ditches.
1. Town agrees to inspect structures at least twice per year, in early Spring and early Fall. Town agrees to repair structures whenever the performance of structure is compromised.
  2. Town agrees, in order to maximize filtration, not to mow drainage ways or pond banks. In addition, Town will not apply fertilizers, pesticides or herbicides to drainage structures.
3. Irrevocable Letter of Credit: As described in the Town's Land Division Ordinance, Developer shall provide, prior to the commencement of each Phase of construction, an irrevocable letter of credit from a reputable financial institution equal to 110% of the estimated improvement cost of that Phase as a guarantee that such improvements will be completed by the Developer and contractors according to the Phasing schedule outlined above. The Town will release the Letter of Credit for each phase upon completion of each phase of construction
4. The Developer will continue the present agricultural use of the undeveloped portion of the Plat until such time as it is developed. Town agrees to tax the undeveloped portion of the Plat as agricultural land until such time as the lots in each Phase are developed, at which time, lots will be taxed as residential lots.
5. Inspection of Improvements: The Town shall provide for the inspection of required improvements during construction and insure their satisfactory

completion. The Developer will assume the cost of the Town's engineering inspections review. If the Town's engineer and the City of Lake Mills Public Works Director (for sanitary sewer and electric, if applicable) determines that any of the required improvements have not been constructed in accordance with the Town's and City's standards, the Developer shall be responsible for either completing the improvements or reimbursing the Town for its costs to complete the improvements.

6. Acceptance of Work: In addition to all of the requirements contained herein, the Developer agrees that the public improvements will not be accepted by the Town until (i) all outstanding charges to be paid by the Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Town indicating that all contractors providing work have been paid in full, (iii) the Town has received evidence satisfactory to it that no liens or other encumbrances encumber the Public Improvements, and (iv) and a reproducible set of 'as built' plans for the Public Improvements have been furnished to the Town. Upon completion of each Phase and acceptance of the Public Improvements, ownership and control of the Public Improvements shall be turned over to the Town. The Town Board shall approve by resolution final acceptance of the required improvements at the completion of each Phase of construction, and the resolution shall be recorded at the Jefferson County Register of Deeds Office.
7. Guarantee: The Developer agrees to guarantee and warrant all work performed under this Agreement for a period of one (1) year from the date of final written acceptance by the Town Board of work completed in that phase, against defects in workmanship or materials. If any defect should arise during the guarantee period, the Developer agrees to make the required replacement or repairs of the defective work at its own expense.
8. Indemnification and Insurance: The Developer hereby agrees to indemnify, save and hold harmless the Town, its employees, officers and agents from and against all claims, costs, suits, causes of actions, demands and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, in connection with the construction of the Public Improvements. The Developer shall provide to the Town proof of public liability insurance coverage naming the Town as an additional insured, which requirement for each Phase shall terminate upon acceptance of the improvements by the Town.
9. Permits: The Town shall within its authority issue such permits, adopt such resolutions and execute such documents as may be necessary to permit the Developer to construct the Improvements called for by this agreement, upon the Developers compliance with the applicable Ordinances or regulations. The Town shall cooperate with the Developer in obtaining similar permits,

resolutions or documents as may be necessary from other authorities having jurisdiction over the premises.

10. Compliance: The Developer shall comply with all applicable laws, ordinance, rules and regulations in effect, as promulgated by all governmental bodies having appropriate jurisdiction thereof.

11. Effective Date: This agreement shall be effective as of the date of signing.

TOWN:

Town of Lake Mills

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Chairman

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Clerk

DEVELOPER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF WISCONSIN )

) ss

COUNTY OF JEFFERSON )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 to the above name \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, of the above named to me known to be the persons who executed this foregoing instrument and acknowledged the same.

Notary Public  
State of Wisconsin  
My Commission \_\_\_\_\_