Document Number

DEVELOPERS' AGREEMENT

Document Title

4051229

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 30, 2013 03:58 PM
James R Behrend
Register of Deeds

38 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book Page -

Recording Area

Name and Return Address

JTJ LAND INVESTMENT LLC
H173 W21010 H.W PASSAGE
JACKSON WI. 53037

Parcel Identification Number (PIN)

30/38

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

DEVELOPER'S AGREEMENT
FOR
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this 3 day of October, 2013 between JTJ Land Investment, LLC, a Wisconsin Limited Liability Company, N173 W21010 Northwest Passage Way, Jackson, Wisconsin, 53037, hereinafter called "DEVELOPER," and the Town of Lisbon in the County of Waukesha and the State of Wisconsin, hereinafter called the "TOWN."

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of approximately 73.4 acres of land in the TOWN, said land being described on EXHIBIT A attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Wis. Stat. § 236.13 provides that, as a condition of approval, the governing body of a municipality within which the subject lands lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within reasonable time; and

WHEREAS, said SUBJECT LANDS are developed under RDOA 5 acre and C-1 zoning, which allows the above development; and

WHEREAS, the DEVELOPER and TOWN desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the TOWN, and the TOWN agrees to accept said improvements, provided that said public improvements are constructed to municipal specifications, all applicable government regulations and this Agreement without cost to the TOWN; and

WHEREAS, this Agreement is necessary to implement the TOWN zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this Agreement, conditions approved by the TOWN Plan Commission and TOWN Board, conditions of certain agencies and individuals in the County, all TOWN ordinances and all laws and regulations governing said development;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise

regulated by TOWN ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and TOWN specifications, regulations and ordinances, and written proof from the TOWN Engineer evidencing review and approval of said plans.

2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or Subdivision, or final plat as the case may be and the plans and specifications on file in the TOWN Clerk's office dated August 9, 2013.

3. Construction of the public street providing access to and fronting a specific lot will be completed, presented and approved by the TOWN Board through grading, gravel and base asphalt before any building permits are issued for said lot with the exception of Lot 6 (see Section XIII(H)).

4. The first lift of the public street will be completed and presented to the TOWN Board no later than November 15, 2013, or as extended by the TOWN Board.

5. The final lift of asphalt shall be placed on the public street upon the earlier of two (2) years after completion of the first lift of asphalt or the closing on the sale of the fourth lot in the Subdivision.

6. The DEVELOPER shall maintain the public street, including snow plowing, until accepted by resolution by the TOWN Board.

7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the TOWN Engineer.

8. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the TOWN Board. The TOWN shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within forty-eight (48) hours after receiving a notice from the TOWN. If said mud, dirt, stone or

debris are not cleaned up after notification to the DEVELOPER, the TOWN Board will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the TOWN.

B. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and written proof that the TOWN Engineer and the County Department of Environmental Resources, Division of Land Conservation, have reviewed and approved said plans.

2. During the terms of development, the DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications, and all applicable federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the TOWN Engineer and the County Department of Environmental Resources, Division of Land Conservation, on file in the TOWN Clerk's office dated revised September 3, 2013, including where necessary as determined by the TOWN Engineer, curb, gutter, storm sewers, catch basins, and infiltration/retention/detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the TOWN Board before any building permits are issued with the exception of Lot 6 for which the building permit shall be issued prior to site grading.

4. The DEVELOPER shall furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the TOWN Engineer prior to the issuance of Building Permits, if required by the TOWN Engineer.

5. The DEVELOPER shall comply with all applicable requirements of Chapter 14, Article VIII of the Waukesha County Code of Ordinances (Storm Water Management and Erosion Control), and any future amendments thereto, including implementation of approved storm water management and erosion control plans. In accordance with an intergovernmental agreement entered between the TOWN and the County, the financial assurance held by the TOWN for purposes of enforcement of this Agreement may be utilized by Waukesha County for enforcement of Chapter 14, Article VIII.

C. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and execution, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that said

plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the TOWN Engineer and the County Department of Environmental Resources, Division of Land Conservation, and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the TOWN Engineer, the County Department of Environmental Resources, Division of Land Conservation, and Army Corps of Engineers, if applicable.

3. Grading by the DEVELOPER along the side of Hickory Road will be limited to that necessary to provide adequate vision to vehicular traffic when entering and leaving the proposed Subdivision. The resultant slopes shall be no steeper than 2.5 ft. horizontal to 1.0 ft. vertical.

4. The back slope of the ditch along the east side of the proposed cul-de-sac road will not be required to be six (6) inches above the center line of the road. Because of the drop in elevation of the lots water would drain away from the road and shallow ditches can be installed as approved by the TOWN Engineer.

D. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. To the extent practicable, the DEVELOPER agrees to preserve the existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices.

2. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the TOWN Engineer prior to the issuance of any building permits.

3. The TOWN of Lisbon has the right to trim and remove any features which would interfere with safe operation and maintenance of the TOWN right-of-ways and drainageways.

4. Landscaping by the DEVELOPER shall be limited to the ditch and disturbed areas and the entrance area to the Subdivision, all of which shall be completed upon final grading by the DEVELOPER. DEVELOPER shall be responsible for landscaping traffic island as well as the area contiguous to the vision corner. DEVELOPER shall be responsible for erection of a monument sign. The traffic island and monument sign shall be completed by the sale of the 4th lot.

E. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, culverts, posts, and guard rails as required by the TOWN as listed on **EXHIBIT E** shall be obtained and placed by the TOWN, and the cost thereof as set forth on said exhibit shall be paid by the DEVELOPER.

2. All street signs, as required by the TOWN, will be installed within five (5) working days of the placement of the first lift of asphalt. A street light at the intersection of Hickory Road and the proposed cul-de-sac shall be installed at the earlier of the closing of the sale of the fourth lot or five (5) years from recording of the Subdivision Plat.

F. FIRE TANK PROTECTION: DEVELOPER shall install a water tank for purposes of fire protection in accordance with the rules, regulations, and ordinances adopted by the TOWN and the TOWN Fire Department. Alternatively, Developer may make a payment of $ ~~20,000~~ $22,500 in lieu of installing the tank upon the earlier of the closing on the sale of the fifth lot or five (5) years from recording of the Subdivision Plat. 10/29/2013

II. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section I shall be competed by the DEVELOPER under the following time frame:

A. STREETS: DEVELOPER shall not be required to install the binder course of asphalt until after the closing of the sale of Lot 6 in the Subdivision. The final lift of asphalt shall be installed after the closing on the sale of and construction of the fourth home in the Subdivision.

B. SURFACE AND STORM WATER DRAINAGE: Shall be constructed as outlined above.

C. GRADING, EROSION AND SILT CONTROL: Shall be constructed as outlined above.

D. LANDSCAPING AND SITE WORK: Shall be constructed as outlined above.

E. STREET SIGN AND TRAFFIC CONTROL SIGNS: Shall be completed as outlined above.

F. FIRE TANK PROTECTION: Shall be installed within one (1) year of the recording of the Subdivision Plat or at the Fire Chief's direction, the DEVELOPER shall make the payment referenced in Section I(F) above, may be paid on the closing on the sale of the fifth lot in the Subdivision.

III. FINAL ACCEPTANCE

Throughout this Agreement, various stages of the development will require approval and/or acceptance by the TOWN. It is understood that building permits may be issued by the TOWN prior to the time of Final Acceptance of all of the improvements in the development. The one-year correction period provided for in this Agreement shall not commence to run until Final Acceptance is granted by the TOWN Board of all improvements. The issuance of building permits and approval of various items of development shall not commence the one-year correction period.

IV. DEDICATION OF IMPROVEMENTS

Subject to all of the other provisions of this Agreement, the DEVELOPER shall, without charge to the TOWN, upon completion of the above-described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the TOWN, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such
improvements and together with any and all necessary easements for access thereto. After such dedication, the TOWN shall have the right to connect or integrate other improvements as the TOWN decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the TOWN Board. All improvements will be accepted by the TOWN Board by separate resolution at such time as such improvements are in acceptable form and according to the TOWN specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the TOWN, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

V. ACCEPTANCE OF WORK AND DEDICATION

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the TOWN as set forth herein, the same shall be accepted by the TOWN Board if said improvements have been completed as required by this Agreement and as required by all federal, state, county or TOWN guidelines, specifications, regulations, laws and ordinances. The TOWN agrees to take all necessary actions to accept the improvements upon request of the DEVELOPER once the improvements meet TOWN specifications.

VI. GUARANTEES OF IMPROVEMENTS

A. GUARANTEE: The DEVELOPER shall guarantee, after Final Acceptance, the public improvements and all other improvements described in Section I hereof against defects due to faulty materials or workership, provided that such defects appear within a period of one year from the date of Final Acceptance, by providing the TOWN with a letter of credit in a form acceptable to the TOWN Attorney in an aggregate amount of one hundred twenty percent (120%) of the total

cost of all improvements. The DEVELOPER shall pay for any damages to TOWN property and/or improvements resulting from such faulty materials or workership. This guarantee shall not be a bar to any action the TOWN might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any ~~o~~ damages or defects to TOWN property and/or improvements, and the TOWN is required to draw against the letter of credit on file with the TOWN, the DEVELOPER is required to replenish said monies up to the aggregate amount of one hundred twenty percent (120%) of the total cost of all improvements. JB 10/4/2013

B. OBLIGATION TO REPAIR: The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the TOWN Board at the expiration of the guarantee period.

C. NOTICE OF REPAIR: If during said guarantee period the improvements shall, in the reasonable opinion of the TOWN Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workership, the DEVELOPER shall, upon notification by the TOWN of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the TOWN in the aforementioned notification, after notice has been sent as provided herein, the TOWN Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the TOWN Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the TOWN Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. MAINTENANCE PRIOR TO ACCEPTANCE:

1. Until acceptance of the improvements by the TOWN, all improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the TOWN Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the TOWN Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the TOWN Board. If after reasonable notice to the DEVELOPER, the DEVELOPER fails to meet this requirement, the TOWN Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the subject property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the TOWN. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the TOWN Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

E. DEFINITION: For purposes of this Agreement and by way of definition, the parties agree to comply with the general standards acceptable in the particular industry or common practice.

VII. TOWN RESPONSIBILITY FOR IMPROVEMENTS

The TOWN shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until accepted by the TOWN Board.

VIII. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT

If DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the TOWN of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the TOWN Engineer.

IX. FINANCIAL GUARANTEE

Prior to the execution of this Agreement by the TOWN Board, the DEVELOPER shall file with the TOWN a letter of credit setting forth terms and conditions in a form approved by the TOWN Attorney in the amount as approved by the TOWN Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one year from the signing of this Agreement except as otherwise set forth in this Agreement. If at any time:

A. The DEVELOPER is in default of any aspect of this Agreement, or

B. The DEVELOPER fails to maintain such letter of credit during the term of this Agreement and fails to provide the TOWN with proof of renewal of such letter of credit at least thirty (30) days prior to the expiration date, if any, of such letter of credit; or

C. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the TOWN Board, or

D. If the DEVELOPER fails to provide the TOWN with proof of renewal of the letter of credit at least thirty (30) days prior to its expiration date; or

E. The DEVELOPER fails to maintain a letter of credit in an amount approved by TOWN Engineer, and in a form approved by the TOWN Attorney; the DEVELOPER shall be deemed in violation of this Agreement and the TOWN Board shall have the right to draw upon the letter of credit.

The lending institution providing the irrevocable letter of credit shall pay to the TOWN all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

X. REDUCTION AND RELEASE OF GUARANTEE

The amount of the letter of credit will be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the TOWN Engineer and TOWN Board.

XI. BUILDING AND OCCUPANCY PERMITS

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the TOWN Engineer has determined that:

A. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the TOWN Board. This provision does not apply to Lot 6.

B. All required grading plans have been submitted to, reviewed by and approved by the TOWN Engineer.

C. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement.

D. The DEVELOPER is not in default of any aspect of this Agreement.

XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS

The TOWN reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this Agreement.

XIII. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

JB 10/4/2013

A. EASEMENTS: Provide any easements including the vision easements referenced. The ~~Highway 164~~ Easement for future bike/hiking paths shall be graded to provide access and a path to the stormwater pond.

B. MANNER OF PERFORMANCE: Cause all construction called for by this Agreement to be carried out and performed in a good and workerlike manner.

C. SURVEY MONUMENTS: Properly place and install any lot, block or other monuments required by State Statute, TOWN Ordinance or the TOWN Engineer.

D. UNDERGROUND UTILITIES: Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER. Elevations shall relate to United States Geodetic Survey Datum (USGS).

E. PERMITS: Provide and submit to the TOWN requesting the same, valid copies of any and all governmental agency permits.

F. PARK AND PUBLIC SITE DEDICATION FEES: To pay as provided in the TOWN'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee shall be $2,475 per lot and shall be paid upon successful closing of each lot with the balance being paid at the earlier of the closing of the fifth lot or five (5) years from recording of the Subdivision Plat.

JB 10/4/2013

G. NOISE: Make every effort to minimize noise, dust, and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 AM and it shall end before 6:00 PM, Monday through Friday. Construction shall be limited to 8:00AM to 12:00 Noon on Saturdays, and there shall be no construction activities on Sundays and holidays.

H. TEMPORARY ACCESS DRIVEWAY LOT 6: The DEVELOPER shall be allowed to construct a driveway for temporary access to Lot 6 off of Hickory Road and shall include a fifty (50) foot long gravel tracking pad directly abutting Hickory Road. The driveway design and installation shall be approved by the TOWN Engineer. A building permit for Lot 6 shall be issued upon the completion of the temporary access driveway.

I. LOT GRADE: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the TOWN Engineer on file in the office of the TOWN Clerk. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

J. ISSUANCE OF BUILDING PERMIT/GRADES: Prior to the issuance of a building permit for a specific lot, lot owner and/or their agent shall furnish to the Building Inspector of the TOWN a copy of the stake out survey, which is based on USGS Vertical Datum, showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all reasonable fees, expenses, costs and disbursements which shall be incurred by the TOWN in connection with this Subdivision or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the TOWN pursuant to this Agreement, or assessed against the subdivision land as a special charge pursuant to §66.027, Wis. Stats. All applicable fees set forth on **EXHIBIT H** to this development are set.

XV. GENERAL INDEMNITY

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the TOWN, its officers, agents, employees and independent contractors related to the actions and conduct of DEVELOPER conducted in accordance of this Agreement as stated above by any party or parties. This indemnity is limited to the conduct of the DEVELOPER or its agents and shall not apply to conduct of third parties in the development or any subsequent changes to the property involved in the development.

XVI. INSURANCE

The DEVELOPER, its contractors, suppliers, and any other individual working on the SUBJECT PROPERTY shall maintain at all times until the expiration of the guarantee period insurance coverage in the forms and in the amounts as set forth on **EXHIBIT G.**

XVII. EXCULPATION OF TOWN CORPORATE AUTHORITIES

The parties mutually agree that the TOWN Chair of the TOWN Board and/or the TOWN Clerk entered into and are signatory to this Agreement solely in their official capacity and not individually and shall have no personal liability or responsibility hereunder and personal liability as may otherwise exist being expressly released and/or waived.

XVIII. GENERAL CONDITIONS AND REGULATIONS

All provisions of the TOWN Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

XIX. COMPLIANCE WITH CODES AND STATUTES

The DEVELOPER shall comply with all current applicable codes of the TOWN, County, State, and federal government, and further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the TOWN, County, State, or federal government.

XX. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the TOWN of Lisbon. The DEVELOPER and the TOWN further agree that they are bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as **EXHIBIT C,** and the conditional final plat approval for the subject property is incorporated herein as **EXHIBIT D.** If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

XXI. ASSIGNMENT

The DEVELOPER shall not assign this Agreement without the written consent of the TOWN. The assignee must agree to all terms and conditions of this document in writing.

XXII. PARTIES BOUND

The DEVELOPER or its assignees shall be bound by the terms of this Agreement or any part herein as it applies to any phase of the development of the Subdivision.

XXIII. HEIRS & ASSIGNS

This Agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the SUBJECT LANDS.

XXIV. REVIEW PROCESS

If the TOWN Engineer and DEVELOPER cannot agree with the decision of the TOWN Engineer, then DEVELOPER shall have the right to have the matter reviewed by the TOWN Attorney or TOWN Board and to present such evidence as may be warranted. The TOWN Attorney or TOWN Board may modify, correct, or affirm the TOWN Engineer's decision.

XXV. AMENDMENTS

The TOWN and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the TOWN Board. The TOWN shall not, however, consent to an amendment until after first having received a recommendation from the TOWN's Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the TOWN have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

JTJ Land Investment, LLC

By: _____

DEVELOPER, Member JAMES G BLISE

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 3 day of October, 2013, the above named James G Bliss Authorized Signatory of JTJ Land Investment, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Elizabeth Kraus

Notary Public, State of Wisconsin
My commission: ~~to~~ 5-23-17

NOTARY PUBLIC ELIZABETH KRAUS STATE OF WISCONSIN

TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

By: _____

Matthew Gehrke, Chairman

By: Elizabeth Kraus
~~Jeffrey Musche~~, Clerk Deputy
Elizabeth Kraus

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 3 day of October, 2013 , the above named Matthew Gehrke and Jeffrey Musche, TOWN Chairman and TOWN Clerk respectively, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the TOWN Chairman and TOWN Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the TOWN Board from their meeting on 10 3-13.

Kelly C Shields
Notary Public, State of Wisconsin
My commission: July 31, 2016

APPROVED AS TO FORM:

N/A
TOWN Attorney

KELLY C. SHIELDS
NOTARY PUBLIC
STATE OF WISCONSIN

PREPARED BY ATTORNEY JACK EHEA.

EXHIBIT A
Legal Description

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 5, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin more fully described as follows:

Commencing at the East ¼ corner of said Section 5; thence S87°59'21"W, along the north line of the said Southeast ¼, 122.81 feet to the point of beginning the hereinafter described lands, thence 02°00'39"E, 33.00 feet; thence S36°05'38"E, 96.94 feet to the west right-of-way of S.T.H. "164"; thence 716.78 feet the west right-of-way of S.T.H. "164" and along the arc of a curve to the left, having a radius of 22,983.22 feet, bearing S01°10'07.5"W, 716.76 feet; thence S00°16'31"W, the west right-of-way of S.T.H. "164", 535.00 feet; thence S01°50'53"W, the west right-of-way of S.T.H. "164", 1,100.19 feet; thence S05°54'45"E, the west right-of-way of S.T.H. "164", 178.22 feet to the south line of the Southeast ¼ of said Section 5; thence S88°24'32"W, 1,267.38 feet; thence N00°45'42"E, 2,263.21 feet to the southerly corner of CSM No 4583; thence N84°56'28"E, along the southerly line of CSM No. 4583, a distance of, 329.88 feet; thence N01°19'37"E, along the east line of CSM No 4583, a distance of, 352.23 feet to the north line of the said Southeast ¼; thence N87°59'21"E, along the north line of the said Southeast ¼, 876.64 feet to the point of beginning. Said lands contain 3,199,665 square feet (73.45 acres).

EXHIBIT B
Deed Restrictions

Document No.

Return to:

Atty. Jack A. Enea
Schloemer Law Firm, S.C.
143 S. Main Street, Third Floor
West Bend, WI 53095

DECLARATION OF RESTRICTIONS AND COVENANTS
HICKORY FIELDS
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

WHEREAS, the developers and owners, **JTJ LAND INVESTMENT, LLC**, ("Developer"), desires to impose restrictions and covenants for the purpose of providing for the harmonious development of Hickory Fields (the "Subdivision), being a subdivision located in the Town of Lisbon, Waukesha County, Wisconsin, and more fully described in Exhibit A attached hereto,

NOW, THEREFORE, the Developer does hereby covenant and declare that the following restrictions and covenants shall apply to all the foregoing real estate and that the same shall be incorporated by reference in all deeds and conveyances executed by the Developer and thereafter conveying portions of said real estate, to wit:

I. LAND USE

1.1 **Use of Lots**. Lots and their use shall conform to the Zoning Code of the Town of Lisbon as more specifically set forth in the Hickory Fields Development Agreement if applicable and the restrictions and covenants set forth hereafter.

1.2 **Resubdivision Prohibited.** There shall be no further division or subdivision of lots in this Subdivision.

1.3 **Use of Designated Lots**. Single Family Residential

II. CONSTRUCTION SPECIFICATIONS AND REQUIREMENTS.

2.1 **Minimum Living Areas Defined.** "Living Area" shall be defined as the portion of a dwelling which is enclosed and customarily used for dwelling purposes, but shall not include porches, patios, terraces, breezeways, basements, garages, carports or accessory buildings.

2.2 **Single-Family Residential Lots.** Single Family Residential lots shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on such single family lots other than a dwelling designed for the use and occupancy of a single family, not to exceed two stories (plus attic) in height, and private garage for passenger automobiles.

A. The minimum living area of single family dwellings constructed shall be as follows:

1. One story dwellings, a minimum of 2,100 square feet. No floor area below the finished grade shall be considered living area.

2. Two story dwellings, a minimum of 2,500 square feet with a minimum of 600 square feet on the first floor. No floor area below the finished grade shall be considered living area.

3. One and one-half story dwellings, a minimum of 2,500 square feet with a minimum of 1,000 square feet on the first floor. No floor area below the finished grade shall be considered living space.

4. Bi-level dwellings, a minimum of 2,500 square feet with a minimum of 1,800 square feet on the upper level.

B. Garages: All single family dwellings must have an attached two-car garage, minimum, built at the same time as the private dwelling. All attached garages shall be a minimum of 400 square feet.

2.3 **Exterior and Roof.**

A. All air conditioners, solar heating units, and similar devices shall be concealed from street view and be located in a manner approved by the Architectural Control Committee. Exterior antennas, including dishes, and similar devices of all types shall not be installed without the prior permission of the Architectural Control Committee as to the antenna and/or dish and its location.

B. All chimneys are to be finished masonry or enclosed in framing material similar to the exterior of the residence.

2.4 **Driveways and Landscaping.** The landscaping of all lots shall be completed within one year of the issuance of the occupancy permit. In addition, all driveways shall be constructed of concrete or hot mix asphalt and the final surfacing shall be completed within two years of the date of issuance of the occupancy permit, unless previously approved as gravel by Architectural Control Committee.

2.5 **Elevation and Grading.**

A. Each lot shall be graded and contoured in accordance with the master site grading plan for the Subdivision submitted by the Developer to, and approved by, the Town of Lisbon Engineer. In the event that the grading of any lot within the Subdivision does not comply with the master grading plan, the owner of the said lot shall pay the costs or charges, if any, assessed by the Town to correct the grading and shall, promptly upon demand therefor by the Developer, reimburse the Developer for the costs or charges, if any, incurred by the Developer to correct the grading. Each lot shall be graded and swales established to carry excess water and to prevent excess water from draining onto adjacent lots.

B. All excess ground or fill from any parcel of land within the Subdivision shall remain on some part of same Subdivision Lot in compliance with Town of Lisbon Ordinances.

2.6 **Drainage Easements.** Any lot containing a drainage easement shall not be allowed to build upon or in any way block the flow of surface water.

2.7 **Type of Construction.** Every dwelling shall be constructed or erected on the site and no previously used building shall be moved onto or reassembled on any lot. No manufactured homes shall be constructed or erected, except that homes using panelized construction methods may, at the direction of the Developer, be permitted.

2.8 **Vacant Lot Care.** Prior to construction, it shall be the responsibility of the owners to maintain their lots in a neat and orderly manner, keeping grass mowed and premises free of refuse.

III. APPROVAL OF PLANS

In order to maintain harmony in appearance, and as a protection against undesirable and inharmonious construction of buildings and improvements on all lots in the Subdivision the right to refuse approval of any plans and specifications and/or plot plan is hereby given to an Architectural Control Committee. In passing upon such plans and specifications and/or plot plans, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure. Final approval as to choice of exterior materials and exterior colors shall reside with the Architectural Control Committee. No building, including accessory, no fences or any other improvement permitted by this Declaration shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications and a plan showing the location of the proposed structure or improvement shall have been approved by the

Architectural Control Committee, or its duly appointed agents, as to: compliance with this Declaration, including employment and quality of material, colors, harmony of exterior design with existing structures, and as to location on the proposed site, front, rear, and side setbacks, and as to topography and finish grade elevations. A duplicate copy of the above plans and specifications as submitted and approved shall be provided for the permanent file of the Architectural Control Committee.

IV. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of James G. Blise, Tate Boho and Jeff Ertle their appointees. When Developer or original appointee no longer owns any portion of the Exhibit A, or it relinquishes its rights hereunder in writing, whichever comes first, the Architectural Control Committee shall consist of three lot owners elected by the owners of lots in this subdivision, each lot representing one vote. Members of the Architectural Control Committee shall serve for three years, or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the Office of the Register of Deeds for Waukesha County. The "Committee" approval or disapproval, as required in the restrictions and covenants shall be in writing. In the event the Architectural Control Committee, or its agents, fail to approve or disapprove duplicate plans and specifications therefor and the plot plan within 45 days after submittal, approval shall be deemed to have been obtained insofar as required by the above paragraph only. All other provisions of these restrictions are to have full force and effect. Action by said "Committee" shall be final and conclusive as to persons then or thereafter owning lots in the Subdivision. No compensation shall be paid to members of the Architectural Control Committee.

V. USE RESTRICTIONS

5.1 **Livestock and Pets.** Animals of any kind shall not be raised, bred or kept on any parcel except that dogs and/or cats may be kept in any residence, but there shall be not more than two adult animals in total of those species per residence. Dogs and/or cats may not be permitted to run at large, but must be kept on premises of the owner. No outdoor cages, kennels, dog houses or similar structures shall be allowed on any lot, except as allowed under Town Ordinance.

5.2 **Commercial and Recreational Vehicles.** Recreational vehicles may only be stored on the premises during the normal recreational season and must be removed or stored in a closed garage during the balance of the year. Licensed cars or trucks and a personal utility trailer may be stored in a closed garage or parked in a paved drive area. No unlicensed cars or trucks shall be parked on or about the premises unless in a closed garage.

5.3 **Sign and Advertisements.** No sign of any kind shall be placed or displayed to the public view on any lot except:

A. one sign of not more than two square feet designating the names of the residents of the property, but without reference to any business, trade, or profession of such persons;

B. one sign of not more than thirty two square feet to advertise the property during construction or sales period.

5.4 **Accessory Buildings.** Accessory buildings, sheds and similar outbuildings or structures may exist on any lot, providing the plans of same have been approved by the Architectural Control Committee and conform to the Town of Lisbon requirements.

5.5 **Fences.** No fences, or structures of any kind shall be allowed on any lot except as may be required by the Municipality, except as may be dictated by safety concerns, i.e. around a pool and except for decorative purposes, i.e. around a deck attached to a residence.

5.6 **Offensive Activities.** No business, commercial, or offensive activities, nor any activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot in the Subdivision.

5.7 **Mailboxes and Name Signs**. In order to maintain compatibility in quality and appearance, all mailbox structures and driveway entrance signs must be approved by the Architectural Committee.

5.8 **Above-Ground Swimming Pools**. All above-ground swimming pools shall be skirted, and decked as to be harmonious with surrounding structures.

5.9 **Outdoor Burning**. All outdoor burning must be done in fire restrictive containers in accordance with local ordinances and regulations.

5.10 **Tanks and Towers**. No elevated tanks of any kind, and no towers, windmills or similar structures shall be erected in the Subdivision.

5.11 **Abandoned Vehicles; Junk**. Unregistered motor vehicles (or parts thereof) discarded machinery and equipment, scrap wood or metal and other junk and debris shall not be accumulated or stored on any lot.

5.12 **Trash and Garbage Disposal**. Trash and garbage shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in a garage or suitably screened from view from the street and dwellings.

5.13 **Refuse and Waste**. No lot shall be used or maintained as a dumping or storage site for refuse, rubbish, discarded materials or other wastes except that properly maintained composting activities for landscaping wastes may be located in rear yards.

5.14 **Conflict with Ordinances.** In the event of a conflict between the restrictions contained herein and the ordinances, codes and requirements of the Town of Lisbon, compliance with the more restrictive provision(s) shall be required.

VI. OWNER'S ASSOCIATION

Each owner of a lot of the Subdivision shall be a member of an, if any, owner's association and be bound by its bylaws and related documents, all as to be prepared by the Developer and approved by the Town of Lisbon.

VII. ENFORCEMENT

Enforcement of these restrictions shall vest solely in the Architectural Control Committee and be by proceedings in law or in equity against any person or persons violating or attempting to violate any restrictions and/or covenants, either to restrain violation or to recover damages. The Architectural Control Committee shall have the sole right, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and to summarily abate or remove the same at the expense of the owner after giving the owner or occupant ten days notice in writing to correct or remove the violation. The failure to enforce promptly any of the reservations and restrictions shall not bar their enforcement.

VIII. SEVERABILITY OF PROVISIONS

Invalidity of any one of the restrictions and/or covenants herein contained shall not in any way affect any of the other restrictions and/or covenants which shall remain in full force and effect.

IX. TERMINATION OF RESTRICTIONS AND/OR COVENANTS

The covenants, conditions, reservations and restrictions shall run with the land and be binding on all persons claiming or owning any interest in said premises for a period of 25 years from the date these restrictions and covenants are recorded; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of 10 years, and thereafter in successive 10 year periods, unless on or before the end of one of such extension periods or base period the owners of at least 75% of the lots and with the consent of the Developer, so long as it owns any parcel in the Exhibit A, Planned Unit Development shall by written instrument duly recorded, declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all action for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute.

X. MODIFICATIONS OF PROVISIONS

Any of the foregoing covenants, conditions, reservations and restrictions may be annulled, waived, changed, modified, or amended at any time by written declaration or amendment, executed by the owners of at least 75% of the lots, and with the consent of the Developer, so long as the Developer owns any parcel in the Exhibit A, The "Declaration of Restrictions and Covenants" shall become effective upon recording thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of October, 2013, at Lisbon, Wisconsin.

JTJ LAND INVESTMENT, LLC
DEVELOPER

By: _____
James G. Blise, Member

By: _____
Tate Boho, Member

This document drafted by:

Atty. Jack A. Enea, of
Schloemer Law Firm, S.C.
143 South Main St., 3rd Fl
West Bend, WI 53095
State Bar No. 1008881

EXHIBIT C
Conditional Preliminary Plat Approval

TOWN OF LISBON
TOWN BOARD MEETING
JULY 23, 2012

Minutes of the semi-monthly meeting of the Lisbon Town Board held in the Town Hall, on July 23, 2012.

Chairman Matthew Gehrke called the meeting to order at 6:30 P.M.

Present: Supervisors Dan Heier, Dan Fischer, Joe Osterman and Ryan Lippert.

Also Present: Clerk/Administrator Jeff Musche.

COMMENTS FROM CITIZENS

None.

APPROVAL OF MINUTES

A motion by Supervisor Fischer, second by Supervisor Lippert, to approve the minutes of the July 9, 2012 Town Board meeting as submitted. All ayes, motion carried.

APPROVAL OF BILLS

A motion by Supervisor Osterman, second by Supervisor Heier, to approve the check register dated July 19, 2012 in the amount of $303,569.07. All ayes, motion carried.

Clerk/Administrator Musche reported major outlays of $96,870.81 to Sussex for the library loan; $58,332.38 to Veolia for garbage collection; $47,177.00 to All-Ways Contractors for Colgate Road improvements; $38,081.34 to Waukesha County for August police services and tax billing services.

ANNOUNCEMENTS

Chairman Gehrke noted the informational meeting on July 31st regarding possible consolidation with Sussex and read meeting dates for August. He also noted the new Treasurer is starting next Monday. Supervisor Heier said that North Lisbon Road would be closed Wednesday through Friday to allow the C/N railroad to work on the crossing.

SUPERVISOR REPORTS

No reports.

PLAN COMMISSION RECOMMENDATIONS

A motion by Supervisor Fischer, second by Supervisor Osterman, to approve the Plan Commission recommendations as read by the Clerk. All ayes, motion carried.

Clerk/Administrator Musche read the Plan Commission recommendations as follows:

Recommendation to rezone the Samanske property at W250N7327 Hillside Road from A-5 District to R-1 Residential District; Recommendation to approve the CSM for the Samanske property, subject to the comments of the Town Engineer; Recommendation to approve the rezone of Lot 42 of Hidden Oaks Addition Number 1 from A-10 Agricultural District to A-5 Mini Farm District, subject to the comments of the Town Engineer; Recommendation to approve the CSM for Century Development for a redivision of Lot 42 of Hidden Oaks Addition 1, subject to the comments of the Town Engineer; Recommendation to approve the Final Plat for Hickory Fields subject to the Town Engineers comments. Recommendation to approve the CSM for the redivision of Outlot #3 of the Watersedge Subdivision, subject to the comments of the Town Engineer; and recommendation to approve the Developer's Agreement for the Watersedge Court, LLC Subdivision.

A motion by Supervisor Fischer, Second by Supervisor Osterman to take items 10C and 10 D at this time. All ayes, motion carried.

ORDINANCE TO REZONE SAMANSKE PROPERTY

A motion by Supervisor Osterman, second by Supervisor Heier, to adopt ordinance 04-12, rezoning the Samanske property. All ayes, motion carried.

EXHIBIT D
Conditional Final Plat Approval

The Town Staff has been invited to a meeting with the State of Wisconsin Dept. of Transportation. The purpose of the meeting is to discuss potential right of way acquisition along STH 164 and also the multi-purpose path along "164". If this meeting results in reconfiguration of any lots the plat will need to be resubmitted. Recommend approval, if the State Dept. of Transportation meeting does not cause reconfiguration. The meeting has since occurred and the state does not know if they will have the funding and are not in the position to tell the developer exactly what right-of-way changes they may need in the future or what the schedule would be for those changes. If it is resubmitted it has to go through the County and will come back to the Town as a matter of policy and ordinance and it will have to come back to the Town from the state. At this time if you wish to aid the developer in moving forward, you can conditionally approve the plat.

A motion by Fischer, seconded by Panten to recommend to the Town Board that they approve the Final Plat for Hickory Fields Subdivision, subject to the comments of the Town Engineer with the exclusion of Item F. Motion carried.

CSM FOR REDIVISION OF OUTLOT 3 WATERSEDGE SUBDIVISION

Deb Tarnow, representing the owner, was present for the meeting. Town Engineer comments were: The property is Zoned R-1 Suburban Single Family Residential District. The R-1 District requires one (1) acre of lot area as well as an average lot width of 150 feet. All buildable lots exceed these requirements. The Town Plan Commission has reviewed this item on a Conceptual basis. All lots will have a conventional or mound type sanitary waste disposal system on site. All lots shall maintain a 75 feet setback to the waters edge. Recommend that a note be added and state as follows; "All lots shall adhere to the Master Grading Plan and the basement floor elevations stipulated on said Plan". Which plan is on file with the Town of Lisbon Clerk. Recommend that a note be added and states as follows; All buildable lots are subject to the recorded Deed Restrictions of Waters Edge Plat. Which are on record in the Waukesha County Register of Deeds office. On page 7 of 7 replace Clerk/Administrator in the Plan Commission certification with "Secretary". The following items need to be completed prior to the Town affixing its signature to the map: Town Board approval required. Village of Sussex Extra-Territorial Map approval required. Provide Town with reproducible mylar for its permanent record. Payment of all fees and impact fees for three new lots. Subject to above comments recommend in favor of Certified Survey Map approval. Ms. Tarnow stated that they have received the Village of Sussex approval at their Plan Commission meeting last month.

A motion by Fischer, seconded by Nelson to recommend to the Town Board that they approve the Certified Survey Map for the redivision of Outlot 3 of Watersedge Subdivision, subject to the comments of the Town Engineer. Motion carried.

DEVELOPERS AGREEMENT FOR WATERSEDGE COURT LLC SUBDIVISION

Town Engineer comments were: None of the exhibits or attachments are provided at this time. On page 1 of 14, fifth paragraph, the correct zoning category is R-1. On page 3 of 14, paragraph B(2), there is to be a date inserted in second to last line. On page 3 of 14, B(3) is requesting an exception to the items required to get a building permit issued for Lot 18. The Town has considered this request in the past but has generally found that street construction and building material deliveries do not mesh. In addition there are concerns relative to contractor safety if access would happen to be restricted. If an exception would be granted recommend a separate access road be constructed and maintained until the public road is paved. On page 6 of 14 paragraph 6(A) the surety amount is 120% not 115%. On page 7 of 14, Section IX Financial Guarantee, several paragraphs appear to have been deleted from the Towns Standard Developers Agreement. On page 9 of 14, Section XII(E) add the following, all elevations shall be related to United States Geodetic Survey Datum (USGS). On page 10 of 14, Section XII(1) standard work hours relating to development improvements are 6:00 a.m. to 6:00 p.m. Monday through Friday and 7:00 a.m. to noon on Saturday and no Sunday hours. Recommend the Developers Agreement be resubmitted with corrections.

EXHIBIT E

Street Signs, Traffic Control Signs, Culverts, Posts and Guard Rails

Jahnke & Jahnke
Associates Inc.

CIVIL ENGINEERING
PLANNING • SURVEYING

September 11, 2013
Revised September 20, 2013

Town of Lisbon
Attn: Mr. Jeff Musche, Clerk/Admin
W234 N8676 Woodside Rd
Sussex, WI 53089-1545

RE: Hickory Fields Surety

Dear Jeff:

The development plans and Final Plat have been submitted and reviewed for Hickory Fields located in the SE ¼ Section 5 on the West side of S.T.H. 164 and South of Hickory Road. Payment and surety to the Town should be as follows based on letter of understanding with Developer:

Cash Payments to the Town to be made prior to signing the final plat.

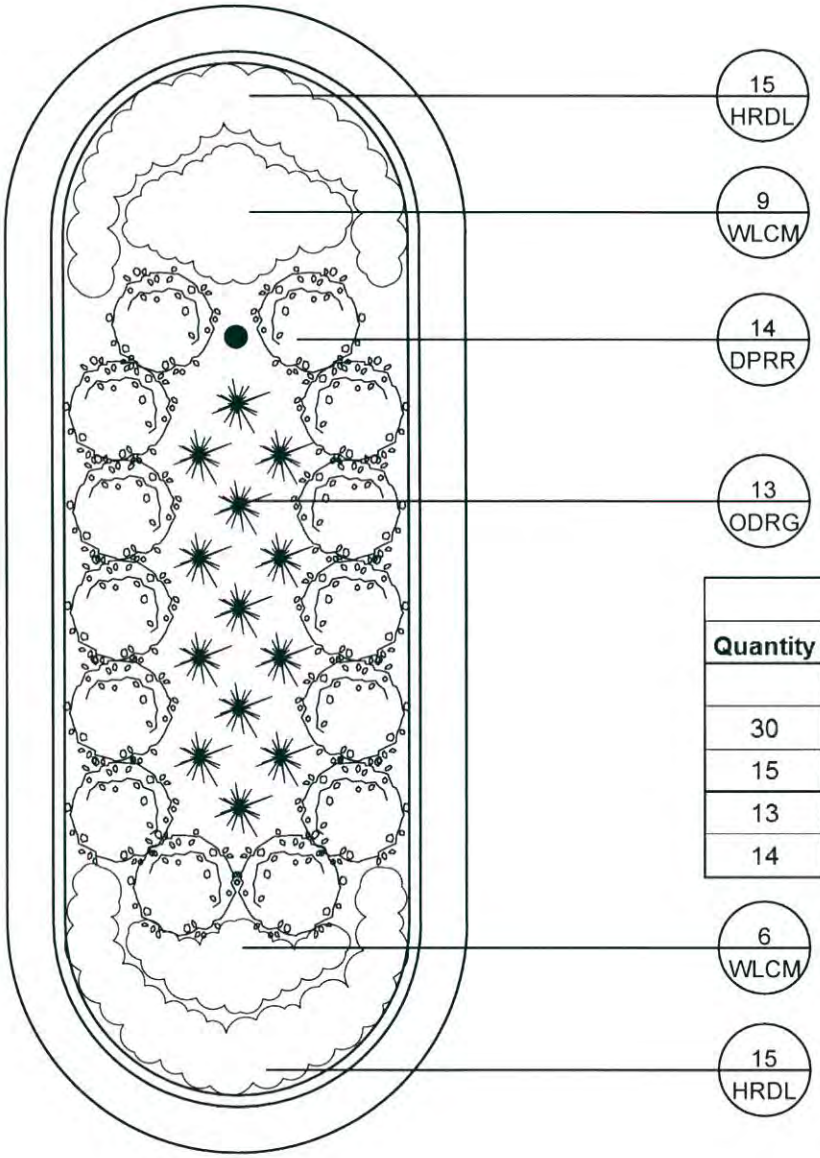
1.	Road Maintenance Fee	803.2 l.f. @ $0.50/l.f.	$401.60
2.	Drainage Easement Fee	550 l.f. @ $0.20/l.f.	$110.00
3.	Building Facilities Fund	0 lots @ $1,783 ea	$0.00
4.	Park Facilities Fund	0 lots @ $692.00 ea	$0.00
5.	Street Signs	1 @ $165/ea	$165.00
6.	Arterial Stop Sign & Post	1 @ $185/ea	$185.00
7.	Speed Limit Sign	0 @ $80.00	$0.00
8.	Engineering & Planning Review and Inspections	--------	$5,000.00**
			Sub-Total $5,861.60

**This is an estimated fee. Should our fees on behalf of the Town exceed the estimated amount, the additional fee will be charged to the developer by the Town.

The following is a listing of surety amounts which reflect work completed to date:

711 West Moreland Boulevard, Waukesha, Wisconsin 53188-2479
Telephone: (262) 542-5797 • Facsimile: (262) 542-7698 • Email: jstigler@jahnkeandjahnke.com

EXHIBIT F
Landscaping Plan



Plant List			
Quantity	**Plant Name**	**Size**	**Root**
30	Happy Returns Daylily / Hemerocallis 'Happy Returns'	1 gal.	CG
15	Walker's Low Catmint / Nepeta x faassenii 'Walker's Low'	1 gal.	CG
13	Overdam Reed Grass / Calamagrostis acutiflora 'Overdam'	1 gal.	CG
14	Dwarf Pavement Rugosa Rose / Rosa rugosa 'Dwarf Pavement'	3 gal.	CG

Scale: 1/8" = 1'-0"

ENTRY ISLAND LANDSCAPING

HICKORY FIELDS, TOWN of LISBON, WISCONSIN

LANDWORKS landscape services

This drawing is made solely for the individual named herein and is the property of LandWorks, Inc. Any unauthorized use or duplication is in violation of the copyright laws & subject to prosecution.

F:\2013 Drawings\Hickory Fields.dwg, 8.5x11, 9/18/2013 10:50:33 AM, 1:1

EXHIBIT G
Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
R & R Insurance Services, Inc.
1581 E Racine Ave
PO Box 1610
Waukesha WI 53186

CONTACT NAME: JoAnn Brown
PHONE (A/C, No, Ext): 262-953-7152 FAX (A/C, No): 262-953-1402
E-MAIL ADDRESS: joann.brown@rrins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Ins. Co.	15350
INSURER B : Lloyd's of London	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 56926
Design 2 Construct Development Corporation
N173W21010 Northwest Passage Way
Jackson WI 53037

COVERAGES **CERTIFICATE NUMBER:** 781008128 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			CPV1105251	7/1/2013	7/1/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$200,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			CPV1105251	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			CUV1105252	7/1/2013	7/1/2014	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			VOV1105253	7/1/2013	7/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Architects & Engineers Errors & Omissions			PDES00713	7/1/2013	7/1/2014	Each Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT H
Surety Calculation Letter

Jahnke & Jahnke
Associates Inc.

CIVIL ENGINEERING
PLANNING • SURVEYING

September 11, 2013
Revised September 20, 2013

Town of Lisbon
Attn: Mr. Jeff Musche, Clerk/Admin
W234 N8676 Woodside Rd
Sussex, WI 53089-1545

RE: Hickory Fields Surety

Dear Jeff:

The development plans and Final Plat have been submitted and reviewed for Hickory Fields located in the SE ¼ Section 5 on the West side of S.T.H. 164 and South of Hickory Road. Payment and surety to the Town should be as follows based on letter of understanding with Developer:

Cash Payments to the Town to be made prior to signing the final plat.

1.	Road Maintenance Fee	803.2 l.f. @ $0.50/l.f.	$401.60
2.	Drainage Easement Fee	550 l.f. @ $0.20/l.f.	$110.00
3.	Building Facilities Fund	0 lots @ $1,783 ea	$0.00
4.	Park Facilities Fund	0 lots @ $692.00 ea	$0.00
5.	Street Signs	1 @ $165/ea	$165.00
6.	Arterial Stop Sign & Post	1 @ $185/ea	$185.00
7.	Speed Limit Sign	0 @ $80.00	$0.00
8.	Engineering & Planning Review and Inspections	--------	$5,000.00**
			Sub-Total $5,861.60

**This is an estimated fee. Should our fees on behalf of the Town exceed the estimated amount, the additional fee will be charged to the developer by the Town.

The following is a listing of surety amounts which reflect work completed to date:

711 West Moreland Boulevard, Waukesha, Wisconsin 53188-2479
Telephone: (262) 542-5797 • Facsimile: (262) 542-7698 • Email: jstigler@jahnkeandjahnke.com

Surety for Road Construction

I recommend the following amounts for the construction surety.

1. Grading, base aggregate, topsoiling, seeding, and storm sewer, road shoulders.		$45,000.00
2. Base course bituminous concrete paving.		$27,358.00
3. Final surface course bituminous concrete paving.		$14,731.50
4. Restoration and erosion control.		$ 6,660.00
5. Water storage tank.		$25,000.00
6. 1 Street light.		$ 2,000.00
7. 3' Wide road shoulder.		$ 2,960.00
8. Concrete boulevard island.		$ 2,850.00
9. Storm Water Management Basin		$23,500.00
	Sub-Total	$150,059.50

Subdivision Construction Costs & Contingencies -$150,059.50 x 120% = $180,071.40

Surety for Town Fees

100% of building facilities fund and park facilities fund contributions = $22,275.00

Total Surety $202,346.40

All sureties to be in a form acceptable to the Town and Town Attorney. A mylar tracing of the final plat has to be provided to the Town. Developer to coordinate with WEPCO the installation of all necessary electric, telephone and cable television lines underground as required.

Respectfully submitted,

Jahnke & Jahnke Associates Inc.
Town of Lisbon Engineers

John R. Stigler

John R. Stigler, President

JRS/amf
Cc: Mr. James Blise
Atty. Kathy Gutenkunst