

Appendix C-1 p.5

with, including without limitation because of enumeration, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments 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 sewer or water facilities provided hereunder as the Town decides, with no payment or award to, or consent required of, the Subdivider.

- B. In the event the developer requests that the Town Board accept the final plat prior to completion of any improvements, the developer shall file with the Town a cash bond or letter of credit in an amount as established by the Town Engineer that will reasonably compensate the Town for completion of said improvements. Dedication shall not constitute acceptance of any improvement by the Town. All improvements will be accepted by the Town by separate resolution at such time as said improvements are in acceptable form and according to Town specifications.

Section IV Miscellaneous Requirements

- A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute or ordinance.
- B. Deed Restrictions. The Subdivider hereby agrees to execute and record deed restrictions in the form of Exhibit __ attached hereto. Such restrictions shall include a covenant that there shall be no future division or subdivision of lots on this plat without the approval of the Plan Commission of the Town of Sugar Creek.
- C. Lands for Town Park or Trail. As provided in the Town's Subdivision Control Ordinance and Impact Fee Ordinance, the Subdivider agrees to: (1) Pay an impact fee of \$ _____; or (2), as a credit toward the required impact fee, dedicate _____ acres of land to the Town for the Town Park and/or trail; or (3) construct part of the Town Park facilities or part of the trail, which construction shall equal \$ _____ in value.
- D. Grade. The Subdivider hereby agrees to furnish to the Town Engineer a copy of Exhibit ____, showing the street grade in front of each lot and the

Appendix C-1 p. 6

recommended basement floor grade and/or finished yard grade.

Section V Roads, Sanitary Sewers, Water, and Storm Water Guaranty

The Subdivider hereby agrees to guarantee the improvements described in Section I, A, B, C, D, E, F, hereof against defects due to faulty materials or workmanship which appear within a period of one year from the date of acceptance by the Town as herein provided and shall pay for any damages resulting therefrom to Town property.

Section IV Method of Improvement

The Subdivider hereby agrees to engage contractors for all work included in this agreement who are qualified to perform the work and who shall be listed as qualified for such work by the Town Board or by one of its commissions in the event said Board or commissions has published such lists prior to this date. The Subdivider further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications as the Town Board or its commissions may have adopted and published prior to this date. Withdrawal of all or any part of escrowed or secured funds as set forth in Section III of this agreement shall be made only with the approval of the Town Board.

Section VII Plat Approval

The Town shall, upon completion of the improvements described herein, or guarantee of such improvements as set forth in Section V of this agreement, complete the approval of the final plat of subdivision and cause the same to be signed and endorsed by the appropriate officers.

Section VIII Phasing of Development

The Town hereby agrees to allow the developer to "phase" the installation of improvements in the subdivision. The subdivider shall provide the Town with a schedule for phasing of the development, which schedule shall become effective upon approval by the Town Board. In addition:

1. Phasing shall take place from existing public roads and utilities. The approval of a phasing plan shall allow the developer to obtain building permits for each phase after all improvements are completed and accepted for the phase.

Appendix C-1 p. 7

2. The installation of improvements for each phase shall be completed no later than the dates indicated in the following schedule.
 - a. First phase _____
 - b. Second phase _____
 - c. Third phase _____
 - d. Fourth phase (if necessary) _____
3. Section 236.11(b) of the Wisconsin Statutes which requires final plats to be filed with six months of the date of approval of the preliminary plat is hereby waived by the Town provided the subdivider complies with the schedule set forth in paragraph two of this Section and further provided that the final plat of each phase complies substantially with the preliminary plat as provided in Section 236.11(b) of the Wisconsin Statutes.

Section IX Town Responsibility

The Town will not permit building permits to be issued to any person in said subdivision until all improvements have been dedicated and accepted by the Town and the Town will perform no repair, maintenance, or snow plowing on said improvements until accepted by the Town.

Section X Zoning

The Town does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the Town herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

Section XI Amendments

The Town Board and the Subdivider, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the Sugar Creek Town Board. The Town Board shall not, however, consent to an amendment until after first having received a recommendation from the Town Plan Commission.

IN WITNESS WHEREOF, the Subdivider has caused this Agreement to be

Appendix C-1 p. 8

signed this _____ day of _____, 19__.

Subdivider

State of Wisconsin
County of _____

Personally came before me this __ day of _____, 19__, the above named _____
_____, President of _____ to me known to
be the person who executed the foregoing instrument and to me known to be such President of
said Corporation, and acknowledged that he executed the foregoing instrument as such officer as
the deed of said Corporation by its authority.

Notary Public, _____ County, Wisconsin

My Commission expires on _____.

Accepted pursuant to Resolution adopted by the Town Board of the Town of Sugar Creek this
_____ day of _____, 19__.

SUGAR CREEK TOWN BOARD

BY:

Chairman

BY:

Approved:

Town Attorney

Appendix C-2

SAMPLE IRREVOCABLE LETTER OF CREDIT
(On bank or savings and loan letterhead)

Issued in favor of the Town of Sugar Creek
Walworth County, Wisconsin

NAME OF SUBDIVIDER: _____

We hereby establish our irrevocable credit in your favor up to the aggregate amount of \$ (*insert cost of improvements*) available by your drafts drawn at site, for the account of (*subdivider's account name*.) This letter of credit is issued to guarantee the payments for improvements by (*name of subdivider*) under the provision of the Town of Sugar Creek Subdivision Control Ordinance, and the Subdivider's Agreement between (*name of subdivider*) and the Town of Sugar Creek, executed on _____, 19___. Issuer agrees that in the event the facilities subject to this letter of credit and all work to be performed by (*name of subdivider*) pursuant to the Subdivider's Agreement with the Town are not completed according to the terms of that agreement to the satisfaction of the Town, that the Town may, after ten (10) days notice in writing to issuer and (*name of subdivider*) cause such improvements to be completed.

Issuer shall cause to be paid thereafter, up to the aggregate amount set forth above, upon presentation by the Town of Sugar Creek of sight drafts, for the completion of such improvements.

Issuer agrees that all such drafts shall be honored on presentation without notice to or subject to confirmation by (*name of subdivider*.)

Drafts under this letter must be drawn and negotiated not later than (*date by which improvements must be completed*.) The Town Clerk, as agent for the Town of Sugar Creek, shall be notified sixty (60) days prior to maturity of this letter.

Dated this ____ day of _____, 19__.

Issuer (*name of lender*)

By: _____
Signature and Title

Approved as to form:

Town Attorney

Appendix C-2 p. 2

Approved as to aggregate amount:

Town Clerk

Accepted by the Town of Sugar Creek, Walworth County, Wisconsin:

Town Chairman

Appendix C-3

SAMPLE CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, hereinafter called CONTRACTOR, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto _____

as Obligee, hereinafter called OWNER, in the amount of _____

_____ Dollars (written),

(\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves , their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 19____, entered

into a Contract with OWNER for _____

in accordance with drawings and specifications prepared by _____

_____, Consulting Engineers, with Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alterations or extension of time by OWNER.

Whenever CONTRACTOR shall be, and is declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety, may

Appendix C-3 p. 2

promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, upon determination by Surety of the lowest responsible bidder, or, if OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of one (1) year following the completion of the work under the Contract.

No right by action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successor of OWNER.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument in three (3) original counterparts, under their several seals this _____ day of _____, 19____, the names and corporate seal of each corporate party hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR AS PRINCIPAL
 Company: _____ Corp. Seal
 Signature: _____
 Name and Title

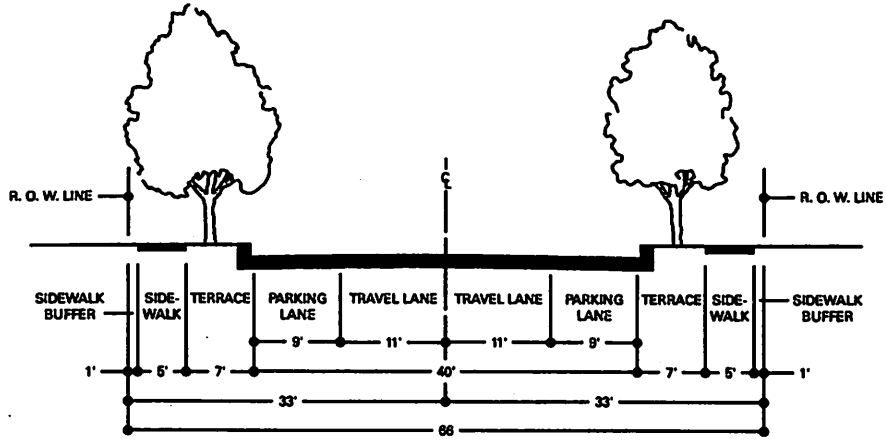
SURETY
 Company: _____ Corp. Seal
 Signature: _____
 Name and Title

CONTRACTOR AS PRINCIPAL
 Company: _____ Corp. Seal
 Signature: _____
 Name and Title

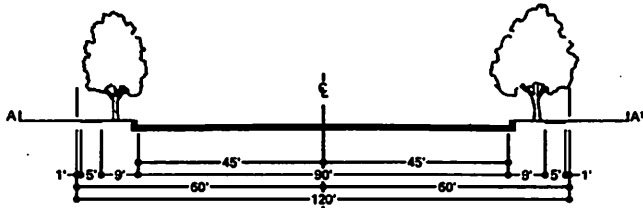
SURETY
 Company: _____ Corp. Seal
 Signature: _____
 Name and Title

APPENDIX D-1

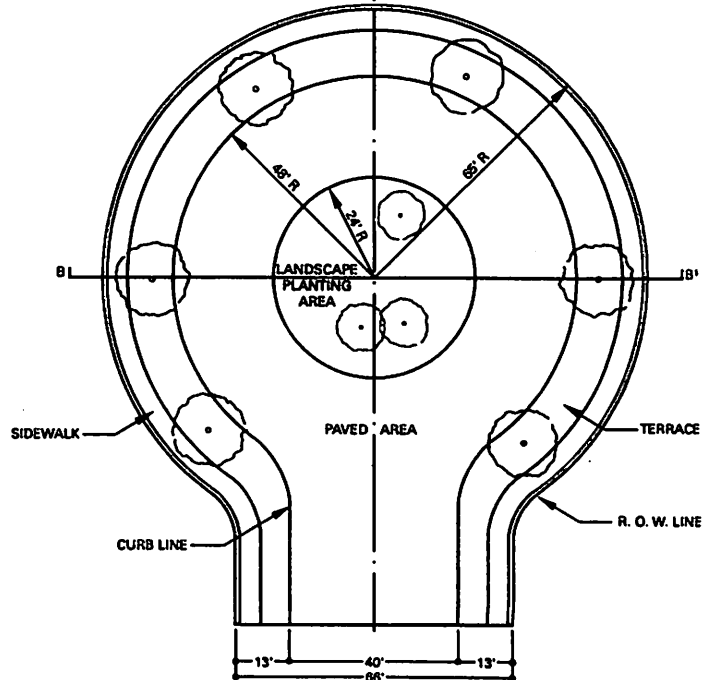
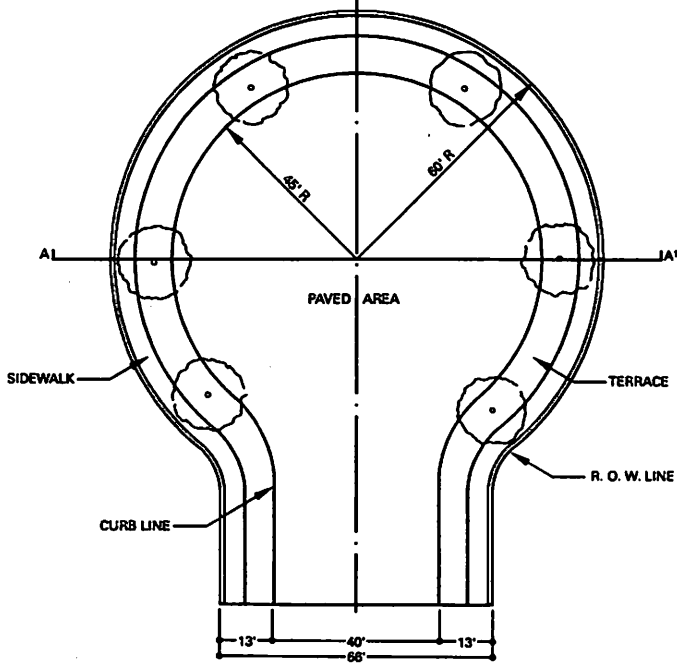
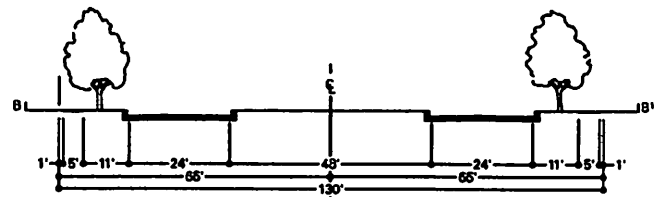
DESIRABLE URBAN MINOR STREET WITH UNMARKED PARKING LANES



"BULB" TYPE CUL-DE-SAC STREET

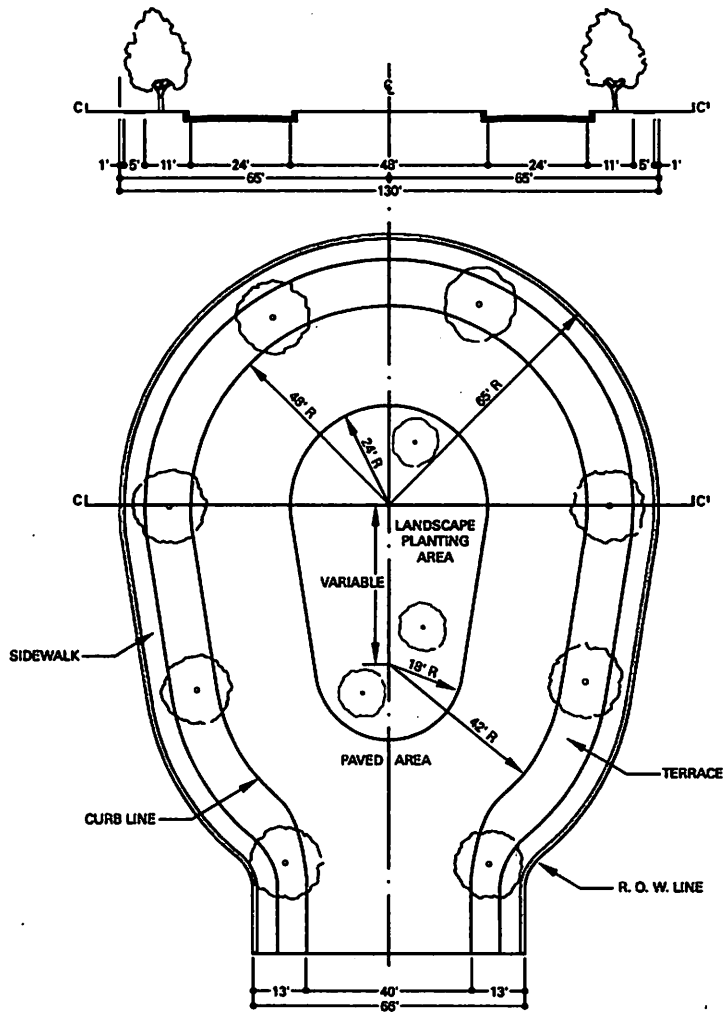


"BULB" TYPE CUL-DE-SAC STREET WITH CENTER ISLAND

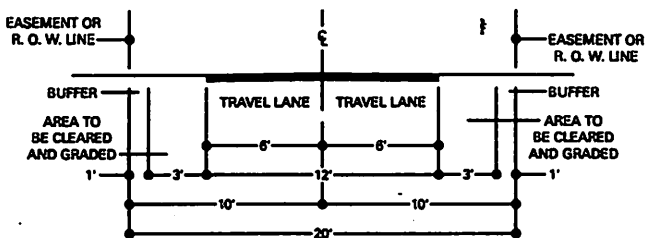


APPENDIX D-1 CON'T.

"TEAR-DROP" TYPE CUL-DE-SAC STREET WITH CENTER ISLAND



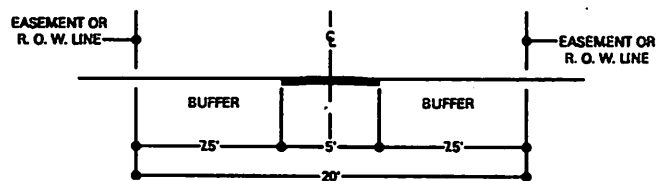
DESIRABLE TWO-WAY BICYCLE PATH OUTSIDE STREET RIGHT-OF-WAY



NOTE: CENTERLINES ARE NOT NORMALLY REQUIRED ON BICYCLE PATHS. WHERE CONDITIONS SUCH AS LIMITED SIGHT DISTANCE MAKE IT DESIRABLE TO SEPARATE TWO DIRECTIONS OF TRAVEL, A DOUBLE SOLID YELLOW LINE SHOULD BE USED TO INDICATE NO PASSING OR NO TRAVELING TO THE LEFT OF THE CENTERLINE.

Source: SEWRPC.

DESIRABLE PEDESTRIAN WAY



NOTE: BICYCLE AND PEDESTRIAN PATHS INTENDED FOR SHARED-USE SHOULD BE A MINIMUM OF 12 FEET IN WIDTH IF MORE THAN 50 USERS ARE EXPECTED DURING THE PEAK-USE HOUR. A MINIMUM 10 FOOT WIDE PATH SHOULD BE PROVIDED FOR SHARED-USE WHERE FEWER USERS ARE ANTICIPATED.