MASTER AGREEMENT TO UNDERTAKE DEVELOPMENT

(Magnolia Springs)

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of the 13th day of June, 2023, by and between the City of Stoughton, a Wisconsin municipal corporation (the "City"), and Eldon Land Development, LLC, a Wisconsin limited liability company (the "Developer").

THIS SPACE RESERVED FOR RECORDING DATA

Return to:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

PIN:
281/0511-084-9400-0
281/0511-083-9660-2

RECITALS

1. On May 23, 2023, the City Council approved a final plat known as the final plat of Magnolia Springs (the "Plat") for an area of land located in the City of Stoughton, Dane County, Wisconsin, (the "Property") contingent upon the satisfaction of certain conditions set forth in City Council Resolution No._____.

2. Chapter 66 of the City of Stoughton Municipal Code requires that an agreement be made for the installation of improvements needed to serve the Property.

3. The City Council on June 13, 2023, adopted Resolution No._____ approving this Agreement and authorizing the City, through its duly authorized officials and agents, to execute this Agreement.

AGREEMENT

In consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the City agree as follows:

A. **DEFINITIONS.** As used in this Agreement, the following terms, when having an initial capital letter, shall mean:

1. Plat. The land division plat entitled "Magnolia Springs."

2. Property. The lands within the Plat.

3. Phasing Plan. The phasing plan attached as Attachment B.

4. Public Improvements. Sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; storm sewer and Stormwater Management Facilities; public streets; sidewalks; street signs; and, improvements required to connect the Property to existing public improvements, facilities or utilities, including

any improvements required outside the boundaries of the Plat. In addition to and without limiting the foregoing, "Public Improvements" means the following improvements:

(a) Off-site improvements necessary to development of the Property, including connections to existing public improvements, facilities or utilities, and

(1) For sanitary sewer, replacement of the existing 6-inch sanitary sewer main located in Page Street, from Chicago Street to Broadway Street, with a 8 -inch sanitary sewer main;

(2) For water main, to ensure proper water main looping, install water main from the west end of Isham south to Clover Land, south on Page Street, and along S. 4th Street/Taylor Land to Orchid Avenue.

(3) A multi-use path along the westerly side of Taylor Lane from Isham Street to Orchid Avenue, and from Outlot 1 of Magnolia Springs Plat through Outlot 1 of Parker Cole Addition Plat to Isham Street.

(4) Fully improve Page Street between the north plat line to Isham Street including curb and gutter, asphalt pavement, sidewalks on both sides, underground utilities, etc.

(5) Culvert improvements under Aaker Road.

(6) Street and intersection improvements along South Fourth Street (western side) and Aaker Road (northern side).

5. Stormwater Management Facilities. Forebay and infiltration ponds and associated vegetation, with the wet forebay ponds to be designed and constructed to a depth of seven feet below normal water elevation.

B. **PHASING.**

1. Authorization to Proceed With a Construction Phase. Developer shall not proceed with a construction phase until an Agreement for Subdivision Improvements is executed by Developer and the City in the form attached as Attachment D, and the Developer has provided the surety required for such phase pursuant to Section C.1.(k) of this Agreement.

2. Transfers in future phases. No Lot within the Plat may be sold until the Public Improvements required by the City to serve the Lot have been constructed and accepted by the City, or until Developer and the City have executed a Subdivision Improvements Agreement that provides for the installation of the Public Improvements needed to serve the Lot. Immediately after the Plat is recorded with the Register of Deeds for Dane County, Developer shall record with the Dane County Register of deeds covenants approved by the City Attorney in the form attached

as Attachment C hereto, restricting the sale and improvement of any lot not explicitly approved for improvement within an approved and executed Agreement for Subdivision Improvements.

C. **CONSTRUCTION OF IMPROVEMENTS.**

1. Construction of Public Improvements.

(a) *Design of Improvements.* Developer shall prepare detailed plans and specifications of the Public Improvements for review by and subject to approval by the City Planning Director. Where standards and/or specifications have not been established by the City, all work shall be designed and constructed in accordance with established engineering practices as designated and approved by the City Planning Director. All Public Improvements shall be designed, constructed and installed in accordance with the standard specifications of the City, except as variances to or waivers of those requirements have been granted, and in accordance with plans and specifications approved by the City Planning Director. The City shall have the right to use the plans and specifications of the Public Improvements, without restriction, for any purpose relating to the construction, installation, repair or maintenance of the Public Improvements.

(b) *Construction of Public Improvements*. Developer shall be responsible for the construction and installation of the Public Improvements. Except as otherwise provided in this Agreement, the Public Improvements will be designed, constructed and installed at Developer's sole expense.

(c) *Additional Specifications for Public Improvements*.

(1) Grading.

a. Each Phase of the Plat and the individual lots shall be graded in conformity with a Master Site Grading Plan as approved by the City Planning Director. Interim grading between phases shall be shown on the plans and implemented.

b. Upon completion of the grading of the Plat, the Developer shall submit to the City record drawing identifying the grades as established by the Developer. The Developer shall provide the City with the general contractor's certification that the grades on the record drawing are in conformance with the final approved grading plan including all swales and drainage features.

c. The Developer shall obtain an erosion control permit pursuant to the City Code prior to grading, excavating, or other land disturbing activities. The Developer shall obtain a stormwater management permit prior to the approval of a start date for construction of the Public Improvements. No grading shall commence until erosion control measures are in place.

(2) Street Improvements.

a. The street(s) depicted on the Plat shall be constructed by the Developer as shown on the Plat and in accordance with plans and specifications prepared by Developer and as approved by the City Planning Director.

b. The Developer shall construct all streets, including gravel base, curb and gutter, and asphalt pavement in accordance with the City's construction standards.

c. The City Planning Director shall retain final authority regarding the need to remove unsuitable subbase material and to replace and compact such subbase material with suitable material, in order to ensure the quality of the street construction. The developer shall at their own expense retain the services of a geotechnical testing company to evaluate the quality of the existing subbase material and determine whether new subbase material or other measures are recommended.

d. Construction of concrete surfaces, curb and gutter, and aprons during cold weather shall be subject to the requirements of Section 415.3.13 of the Wisconsin Department of Transportation Standard Specifications.

e. Asphalt paving during cold weather shall be subject to the requirements of Section 458.10 of the Wisconsin Department of Transportation Standard Specifications. The City shall have no responsibility to accept, plow or otherwise maintain any street that has not been fully completed, including the upper course of asphalt. Developer shall be responsible for snow removal from streets until such streets are fully completed and accepted by the City.

(3) Sidewalks and Pathways. The Developer shall construct and install sidewalks and pathways in accordance with the construction standards of the City, and plans approved by the City Planning Director. Construction of concrete sidewalks and pathways during cold weather shall be subject to the requirements of Section 415.3.13 of the Wisconsin Department of Transportation Standard Specifications.

(4) Sanitary Sewer Collection.

a. Developer shall furnish, construct and install sanitary sewer in accordance with plans and specifications prepared by Developer in

accordance with Stoughton Utilities' Standards, and approved by the Utilities Director.

b. The Developer shall install sanitary sewer service laterals to serve each lot in the development phase.

c. All sanitary sewer main and lateral construction shall be completed prior to the placement of the lower course of asphalt street pavement.

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d. No installation of the underground utilities shall commence until plans and specifications have been approved by the Stoughton Utilities Director and the Wisconsin Department of Natural Resources as it requires.

(5) Water Distribution.

a. Developer shall furnish, construct and install water mains in accordance with plans and specifications prepared by Developer in accordance with Stoughton Utilities' Standards, and approved by the Utilities Director.

b. Developer shall install water service laterals to serve each lot in the development phase.

c. All water main and lateral construction shall be completed prior to the placement of the lower course of asphalt street pavement.

(6) Storm Sewer and Storm Water Management Facilities.

a. Developer shall design, furnish, construct and install storm sewers, drainage ditches, culverts, and stormwater management facilities in accordance with plans and specifications prepared by Developer and approved by the City Planning Director.

b. All storm sewer and culvert construction shall be done in accordance with construction standards of the City and shall be completed prior to the placement of the lower course of asphalt street pavement.

c. Developer shall construct all storm water management facilities as required by the approved storm water management plan and permit for development of the Plat.

d. Developer shall be responsible to repair, replace, or line, any cracked or improperly installed storm sewer pipe, culvert pipe, inlets, or structures. The City Planning Director shall notify the developer and/or developer's contractor of any defects and will

approve any proposed remediation plan for defective or cracked pipes.

(7) Easements and Utility Service. All utilities serving the Plat including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communications facilities and telephone shall be installed within the right of way or within easements alongside or rear yard lot lines and shall not be permitted in the front yard without written approval by the City.

(8) Street Signs.

a. Street names. The City shall purchase and install street name identifier signs, and Developer shall reimburse the City for the cost of purchasing such signs.

b. Traffic control signs. Developer shall purchase and install traffic control signs and metal posts, including but not limited to stop signs, pedestrian crossing signs, and speed limit signs, in accordance with plans to be approved by the City Public Works Director. All traffic control signs and street name signs shall be installed prior to opening the street for public use.

(9) Street Trees. Developer shall plant trees within the terrace area of public rights-of-way. The species of trees and locations where trees are to be planted shall be approved by the City's Public Works Director.

(10) Fencing and Debris Removal. Developer shall remove all interior fences and posts on the property, and shall remove all man-made debris on lands to be dedicated to the public by the Plat, or which are public at this time.

(11) Excess Fill Materials. If excavations result in excess fill, and the Developer uses such fill materials on lots within the Subdivision, the Developer shall be solely responsible for the location and method of placement of such material. Although such fill materials shall be leveled and graded as required by this Agreement, neither the City, the City Planning Director, nor the employees or agents of either, shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

(d) *Construction Management*. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Planning Director, and one copy shall be provided to each contractor. In addition, one electronic PDF version of all construction plans and specifications shall be provided to the City Planning Director either in a downloadable file format or via a flash drive. Only stamped and signed copies of the plans and specifications shall be used on the job site.

(e) *Traffic Control, Signs and Barricades.* Developer shall install or cause the installation of, and maintain during construction and until the Public Improvements are accepted by the City, traffic controls as specified in a traffic control plan to be prepared by Developer and approved by the City Planning Director and the Wisconsin Department of Transportation. The traffic control plan shall be prepared in accordance with the Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration.

(f) *City Approval of Starting Dates.* No land disturbances or work on the Public Improvements within a given phase shall begin until (1) Developer and the City have executed an agreement authorizing Developer to proceed with such phase, (2) Developer has provided the surety required for such phase, (3) Developer has received approval for the Erosion Control and Stormwater Management Plan, and (4) the City Planning Director has approved a starting date and schedule for such phase.

(g) *Change to Work Order*. No change may be made to the approved plans and specifications for the Public Improvements without the written approval of the City Planning Director.

(h) *Time of Completion*. The Public Improvements in a given phase shall be substantially complete within 18 months after the approved start date for that Phase, unless another deadline for completion is provided in the agreement authorizing Developer to proceed with such phase. No damages may be recovered by Developer or any person against the City for delay in completion of the Public Improvements.

(i) *Acceptance (other than Stormwater Management Facilities)*. After the Public Improvements required by this Agreement have been substantially completed within a Phase, and within 10 days after receiving written notice that the Developer desires the City to inspect the Public Improvements within a Phase, the City Planning Director or the Planning Director's designee shall inspect the improvements. The City Planning Director shall recommend that the Public Improvements be accepted, conditionally accepted or not accepted. Upon receipt of the Planning Director's recommendation that the Public Improvements be accepted, the City Council shall by resolution accept such completed Public Improvements. Before obtaining city council acceptance of any such improvements, Developer shall: (1) present to the City valid lien waivers from all contractors and subcontractors providing materials or performing work on the improvements for which certification is sought; and (2) provide as-built drawings to the City Planning Director consisting of four hard copies on paper, one electronic copy as a pdf file, and one electronic copy in a digital format that is acceptable to the City (see Attachment E). Acceptance by the City does not constitute a waiver by the City of the right to take action on account of defects in or failure of any improvements that are detected or which occur following such certification.

The Developer agrees that Public Improvements will not be accepted by the City until the Public Improvements have been inspected and approved by the City Planning Director and furthermore until all affidavits and lien waivers are received by the City demonstrating that the contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement. Water system and sanitary sewer improvements shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by Developer is submitted to the

City Planning Director. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained and tested by a certified agency, and the City has been provided with a report from such agency confirming such testing. Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance, under the direct supervision of the City's water utility personnel. Sanitary sewer improvements shall not be accepted until they have been flushed, televised at Developer's cost, and determined to be in good condition. In addition, Developer shall clean the storm sewers in accordance with the directives of the City Planning Director.

The Developer agrees to provide for maintenance and repair of all required Public Improvements until such Public Improvements are formally accepted by the City. Developer shall be responsible for locating sanitary sewer, water and stormwater infrastructure, in response to utility locate (digger's hotline) requests, until such improvements have been accepted by the City.

The City will provide timely notice to Developer whenever inspection reveals that an improvement does not conform to the required standards and specifications or is otherwise defective. The Developer shall have 30 days from the issuance of such notice to cure the defect. If Developer is unable to cure the defect within 30 days due to an event or circumstance beyond the reasonable control of and without Developer's fault, neglect or negligence, the time to cure the defect shall be extended for such time as the event or circumstance preventing cure is removed.

(j) *Acceptance of Stormwater Management Facilities*.

(1) Conditional Acceptance. After the Stormwater Management Facilities within a Phase have been completed, and within 10 days after receiving written notice that the Developer desires the City to conditionally accept Stormwater Management Facilities within a Phase, the City Planning Director or his designee shall inspect the Stormwater Management Facilities. The Planning Director shall conditionally accept the Stormwater Management Facilities upon the Planning Director's determination that the following conditions have been satisfied:

a. The Stormwater Management Facilities have been constructed in accordance with the approved plans and specifications, except that the bottom elevation of wet forebay ponds shall not be less than six feet below normal water elevation, all as verified by as-built certification including a set of drawings that compares the approved improvements to the improvements as built, stamped by a professional engineer.

b. The Stormwater Management Facilities are protected from erosion from the land area served by the Facilities, through the establishment of vegetation, the approval and implementation of one or more erosion control plans, or a combination of vegetation and erosion control measures.

c. Developer has entered into a contract, that is acceptable to the City Planning Director, and that provides for the maintenance of the

Stormwater Management Facilities for a period of not less than 36 months from the date of conditional acceptance. The contract shall require, at a minimum, establishing and maintaining vegetation, weed removal, mowing, and erosion damage repair.

Upon the City Planning Director's conditional acceptance of Stormwater Management Facilities, the surety required under Section C.1.(k) of this Agreement may be reduced by the estimated cost of such Facilities used to calculate the amount of the original surety, but the reduced surety shall still equal not less than 20 percent of the estimated cost of constructing the Stormwater Management Facilities, until such time as the applicable Stormwater Management Facilities are accepted pursuant to subsection (2), below.

(2) Acceptance. After Stormwater Management Facilities have been maintained for a period of not less than 36 months pursuant to a contract approved in connection with conditional acceptance, and within 10 days after receiving written notice that Developer desires the City to accept such Stormwater Management Facilities, the City Planning Director or his designee shall inspect the Stormwater Management Facilities. The Planning Director shall recommend acceptance of the Stormwater Management Facilities upon the Planning Director's determination that: (1) the Stormwater Management Facilities continue to conform to the approved plans and specifications (except that the bottom elevation of wet forebay ponds shall not be less than six feet below normal water elevation), as verified by as-built certification including a set of drawings that compares the approved improvements to the improvements as built, stamped by a professional engineer; (2) are erosion free and in good and operable condition; and, (3) and that all required vegetation has been established. Upon receipt of the Planning Director's recommendation that the Stormwater Management Facilities be accepted, the City Council shall by resolution accept such completed Stormwater Management Facilities, and the remaining letter of credit amount associated with the accepted Stormwater Management Facilities may be reduced to zero.

(k) *Guarantee of Public Improvements*. Except as provided in Section C.1.(i), Developer agrees to guarantee and warrant all work performed on the Public Improvements under this Agreement for a period of one year from the date of final acceptance by the City of the work completed by the Developer against defects in workmanship or materials. If any defect appears during the guarantee period, the Developer agrees to make required replacement or acceptable repairs of the defective work at its own expense, including total and complete restoration of any disturbed surface or component of the improvements on lands where the repairs or replacement is required, to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship of suppliers and third-party contractors for work performed under this Agreement which extend beyond the above guarantee period shall be assigned by Developer to the City.

(l) *Surety*. Before a subdivision improvements agreement for any phase will be approved, Developer shall provide the City with a letter of credit or performance bond in the amount of 120 percent of the estimated cost of constructing the Public Improvements pursuant to this Agreement. If a performance bond is provided, is shall conform substantially to the form of bond attached as Attachment F. If a letter of credit is provided, it shall have an initial term of not

less than 12 months. Any letter of credit or performance bond shall be acceptable to the City Attorney, in both form and substance. If a letter of credit is provided, the following terms shall apply:

(3) Letter of Credit. A letter of credit shall be in a form acceptable to the City, and shall be issued by an entity that is acceptable to the City, or that has a rating of its long-term unsecured debt not lower than A1 by Moody's Investors Service or A+ by Standard and Poor's. The Letter of Credit shall be payable to the City and shall be conditioned upon and guarantee to the City the performance by the Developer of Developer's obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney. The letter of credit may be reduced from time to time in amounts equal to the value of the Public Improvements that have been installed, completed and accepted by the City. If Public Improvements are accepted subject to one or more conditions, the conditional acceptance may authorize a reduction in the letter of credit. In no event shall the letter of credit be reduced below the aggregate of: 120 percent of the estimated cost of the Public Improvements not yet installed or accepted, or in the case of conditional acceptance such amount as the City may approve, plus 25 percent of the cost of Public Improvements that have been accepted or conditionally accepted.

(4) Payment under Letter of Credit. The Letter of Credit shall be payable to the City at any time upon presentation of (1) a sight draft drawn on the issuing Bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (2) a written statement by a City official that the City is entitled to draw on the Letter of Credit; and (3) the original Letter of Credit.

(5) Accounting. Developer may inspect the City records of payments made using the Letter of Credit upon request at reasonable times. However, the City retains the exclusive right to determine, among other things, questions of design, specifications, construction cost, performance, contract compliance, and payment in connection with the Public Improvements. In the absence of fraud or palpable error on the part of the City, the City's decisions on all such matters shall control and shall be final.

(6) Term, Renewal and Extension. The term of the initial letter of credit shall be not shorter than 24 months. The initial and each renewed or replacement letter of credit shall by express language be automatically extended without amendment for a period of one year from its expiration date, unless at least 45 days before such expiration date the issuer of the letter of credit notifies the City in writing that the letter of credit will not be extended for an additional one year period, or notifies the City in writing that the letter of credit will be renewed or replaced by a letter of credit in an amount that is less than the amount required by this Agreement, which amount shall be specified in such written notice. Upon receipt of notice that the letter of credit will not be extended for an additional one year period, or will be extended, renewed or replaced in an amount that is less than the amount required by this Agreement, the City may draw upon the letter of credit an amount sufficient to secure performance of Developer's remaining obligations.

(m) Remedies Not Exclusive. The remedies provided in this Section are not exclusive. The City may use any other remedies available to it under this Agreement, or any

remedies available in law or equity in addition to, or in lieu of, the remedies provided in this Section.

2. Electric and Street Light Infrastructure. Developer shall, before the City will sign the Plat, provide a deposit to Stoughton Utilities in such amount as Stoughton Utilities may require to pay the cost of installing the electric distribution facilities and the street lighting needed to serve the Plat.

3. Cluster Mailbox Units. Any cluster mailbox unit installed within the Plat shall be installed in accordance with plans approved by the City Planning Director, consistent with established City policies (if any) and consistent with specifications approved by the United States Postal Service. No cluster box unit may be installed within public right-of-way or on any property dedicated to the City for park, stormwater management or other use without City approval. Cluster Box Units shall be private property, and the City shall have no responsibility whatsoever for the Cluster Box Units, including but not limited to maintaining, operating or managing the use of such Cluster Box Units.

D. **COST REIMBURSEMENT, FEES AND PERMITS.**

1. Application, Review and Administrative Fees. Developer shall pay to the City, within 15 days after delivery of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or accrued by the City before or after the execution of this Agreement in connection with: (1) the review and processing of petitions, applications and plans for the annexation, rezoning, division or development of the Property; (2) the negotiation, preparation, consideration and review of this Agreement and other agreements relating to the development of the Property; (3) the rezoning, subdivision or development of the Property, including costs incurred in connection with the construction or acceptance of public improvements. Consulting, planning, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices. Administrative fees including city staff time shall be calculated based on the actual cost to the City, including all wages and benefits paid to City employees. Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices. Developer shall deposit $20,000.00 with the City to secure Developer's payment of costs pursuant to this Section. The City may apply the deposit to pay costs that are past due, in the City's sole discretion. If the deposit amount falls below $10,000.00, the City may require Developer to supplement the deposit by such amount as the City may request, up to a total deposit of not more than $20,000.00. If Developer fails to pay any deposit or pay any cost when due, the City may suspend the processing of any and all pending applications, and may order Developer to suspend the construction of public improvements within the Property, and Developer hereby agrees that any legally or contractually imposed time periods for acting on any land division, zoning, acceptance of public improvements or other approvals will be tolled until Developer makes any required deposit or pays any required costs pursuant to this Section. Any amounts not paid when due shall bear interest at the rate of one percent per month.

2. Stoughton Utilities Reimbursement Agreement. At or before the time this Agreement is executed, Developer shall execute a Reimbursement Agreement with the City, acting through Stoughton Utilities, in the form attached as Attachment G.

3. Park Improvement Impact Fees. Park improvement impact fees will be required to be paid at the time building permits are issued for residential dwellings.

4. Park Land Dedication Credit. Parkland is proposed to be dedicated as shown on Attachment H, as follows: 3.36 acres within a larger 5.51 acre is credited for park dedication; an approximately 0.81 acre corridor as shown on Attachment H is credited for park dedication, and a 0.046 acre sidewalk corridor as shown on Attachment H is credited for park dedication, for a total park dedication of 4.546 acres of land dedicated for park purposes. Such dedication would satisfy the park land dedication requirement for the proposed 118 dwelling units in the Plat.

5. Required Permits. Developer is responsible for obtaining all licenses, permits and approvals necessary to perform its obligations under this Agreement.

6. Building Permits.

(a) In this section, "building permit" means a building permit that authorizes the construction of all parts of a building or structure.

(b) No building permit may be issued for any lot in any development phase until all Public Improvements necessary to serve the lots in that development phase have been completed and the City Planning Director has recommended that the Improvements needed to serve that phase be accepted, or the City Planning Director has conditionally recommended that the Improvements serving that phase be accepted, and authorized the issuance of building permits for that lots in that development phase.

(c) The City Planning Director may recommend conditional acceptance for Improvements prior to placement of the upper course of asphalt on the street. This would allow issuance of building permits with the following conditions:

1. No traffic will be allowed following the completion of the upper course of asphalt until the 5th day following completion of upper course of asphalt. Example, complete street surface paving on Wednesday, the street will be reopened to traffic the following Monday

2. All Improvements serving that development phase, including the upper course of asphalt, must be officially accepted by the City before the City will issue Occupancy Permits for any residential unit in that development phase.

(d) All Public Improvements, including the upper course of asphalt, must be officially accepted by the City before the City will issue Occupancy Permits for any residential unit in any phase.

E. **INDEMNIFICATION AND INSURANCE.**

1. Indemnification. Developer, and its successors and assigns, shall indemnify, hold harmless and defend the City and its officers, agents and employees, including but not limited to the City's contracted engineering consultants, from any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses or liabilities of every kind and description, including attorney costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction of the Public Improvements occasioned wholly or in part by any act or omission on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time occurring on, at or in the Property, except as are a result of the gross negligence or willful misconduct of any officer, agent or employee of the City. The City shall be entitled to appear in any proceedings to defend itself against such claims, and, unless the loss or damage is determined to have been caused by the gross negligence or willful misconduct of an officer, agent or employee of the City, all costs, expenses and reasonable attorney fees incurred by the City in connection with such defense shall be paid by Developer to the City. The foregoing indemnity provisions shall survive the cancellation or termination of this Agreement as to all matters arising or accruing prior to such cancellation or termination and the foregoing indemnity shall survive in the event the City elects to exercise any of the remedies as provided under this Agreement following default hereunder.

2. Insurance.

(a) *General requirements*. Except as expressly provided otherwise below, Developer and Developer's engineering consultants and contractors designing or performing any work on the Public Improvements shall, at no cost to the City, maintain in effect at all times during the construction of the Public Improvements insurance coverage of the types and with limits not less than those set forth in this Section E. 2. A start date for construction shall not be approved until a list of Developer's contractors and proof of insurance have been provided to the Planning Director. Proof of insurance shall include a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Agreement. The Commercial General Liability coverage must include the coverages described in form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure or their equivalent. In addition, Developer shall provide endorsements acceptable to the City demonstrating that the requirements of Section E. 2. (e), relating to naming additional insureds, have been satisfied.

(b) *Waivers of subrogation*. All policies of insurance required by this Section E. 2 shall be primary and non-contributing coverage, and no insurance or self-insurance maintained by the City or its officers, council members, board members, agents, employees or authorized volunteers, will contribute to coverage of any loss. All liability and workers compensation policies must be endorsed with a waiver of subrogation in favor of the City, its officers, council members, agents, employees, and authorized volunteers.

(c) *Deductibles and self-insured retentions*. Any deductible or self-insured retention in any of the policies of insurance required by this Section E. 2 must be declared to the City and satisfied by Developer.

(d) *Acceptability of insurers*. All policies of insurance required by this Section D. 2 shall be placed with insurers who have an A.M. Best rating of not less than A- and a Financial Size Category of not less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

(e) *Additional insureds requirements*. The following must be named as additional insureds on all policies of insurance required by this Section E. 2, excepting professional liability insurance, for liability arising out of the construction of the Public Improvements: the City and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of three years after acceptance of the Public Improvements. The preceding sentence does not apply to Workers Compensation and Professional Liability Policies.

(f) *Limits and coverage*. The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or the broader coverage and maximum limits of coverage of any insurance policy of proceeds available to the Named Insured. The parties agree that the insurance requirements in this Agreement shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements specified in this Agreement are sufficient to cover the obligations of Developer under this Agreement.

(g) *Claims Made Coverage*. If any insurance policy required by this Agreement is maintained on a claims-made basis, then the following additional requirements shall apply:

(1) The retroactive date must be shown, and must be before the date of this Agreement or the approved construction start date;

(2) Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after the City has accepted the Public Improvements.

(3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the prior to the approved construction start date, the Developer or other party required to provide the insurance coverage shall purchase an extended reporting period for a minimum of three years after the date the City has accepted the Public Improvements.

(h) *Termination, cancellation or non-renewal*. Developer shall provide endorsements to the policies of insurance required to be maintained under this Agreement that provide that such policies shall not be cancelled, non-renewed, or voided without 30 days prior written notice to the City, except where cancellation is due to the non-payment of premiums, in

which event 10 days-prior written notice shall be provided. Developer shall provide endorsement:

(i) *Coverage types and policy limits*. Developer and Developer's contractors shall maintain the following types of insurance coverage with not less than the following limits:

(1) Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

a.	Each Occurrence Limit	$1,000,000
b.	Personal Advertising Injury Limit	$1,000,000
c.	General aggregate limit (other than Products-Completed Operations) per project	$2,000,000
d.	Products-Completed Operations aggregate	$2,000,000
e.	Fire Damage limit – any one fire	$50,000
f.	Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work	

(2) Business Automobile Coverage. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1-"Any Auto" basis.

(3) Workers Compensation and Employers Liability. As required by Wisconsin State Statute.

(4) Umbrella Liability providing coverage at least as broad as all the underlying liability policies with a minimum limit of $2,000,000 each occurrence and $2,000,000 aggregate, and a maximum self-insured retention of $25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City. Products-Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.

(5) Professional Liability Coverage. Developer's engineering consultants engaged in designing the Public Improvements, but not Developer and not Developer's construction contractors, shall maintain professional liability insurance as follows:

a. Limits
   i. $1,000,000 each claim
   ii. $1,000,000 annual aggregate
b. Must comply with claims-made requirements in Section E. 2. (g), above.

F. **REPRESENTATIONS AND WARRANTIES.**

1. Authorization. Developer warrants that Developer's execution, delivery and performance of this Agreement have been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Property.

2. Title to the Property. Developer warrants that Developer owns the Property.

G. **GENERAL CONDITIONS.**

1. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any City approvals required for development of the Property or construction of the Project as a result of this Agreement.

2. Binding Effect / Assignment. The obligations of Developer and the City under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the City, and any unapproved assignment is void.

3. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

4. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and Developer.

5. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies. Remedies include, but are not limited to, drawing on the letters of credit, and charging Developer, on all amounts due to the City not paid by the due date, interest at the rate of 12 percent per annum until the date the unpaid amounts are paid in full.

6. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto shall constitute the entire Agreement between Developer and the City as of the date hereof.

7. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

8. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

9. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail as follows:

To Developer:	Eldon Land Development LLC 2364 Jackson Street Stoughton, WI 53589
To the City:	Director of Planning & Development City of Stoughton 207 S. Forrest Street Stoughton, WI 53589
City Attorney	Matthew P. Dregne 222 W. Washington Avenue, Suite 900 P.O. Box 1784 Madison, WI 53701-1784

10. Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Dane County Register of Deeds, against the lots in the Plat.

11. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Dane County unless it is determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Dane County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Dane County lack jurisdiction.

12. Ratification. Developer hereby approves and ratifies all actions taken to date by the City, its officers, employees and agents in connection with the Plat and the Property and in connection with the subdivision, zoning and other approvals relating to the Property.

13. Compliance with Laws. Developer shall comply with all federal, state and local laws with respect to the Plat and the Property, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

14. No Partnership. The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with Developer.

15. Good Faith. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

16. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

17. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

18. Effective Date. This Agreement shall be effective as of the date and year first written above.

19. Term. This Agreement shall continue in full force and effect until such time as Developer's obligations under this Agreement have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement.

20. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

21. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which so executed, irrespective of the date of execution and delivery, which may be by facsimile or electronic mail, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

The parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

CITY:
CITY OF STOUGHTON
Dane County, Wisconsin

By_____
Tim Swadley, Mayor

ATTEST:

_____
Candee Christen, City Clerk

DEVELOPER:
Eldon Land Development, LLC

By_____

I, Keith Anderson, certify that Eldon Land Development, LLC is a member-managed limited liability company, and that I am the sole member of said limited liability company who has signed the foregoing contract on behalf of said limited liability company and that the foregoing contract and is within the scope of its corporate powers.

By_____
Keith Anderson

Approved as to form
Stafford Rosenbaum, LLP

By:_____
Matthew P. Dregne, City Attorney

Attachments:

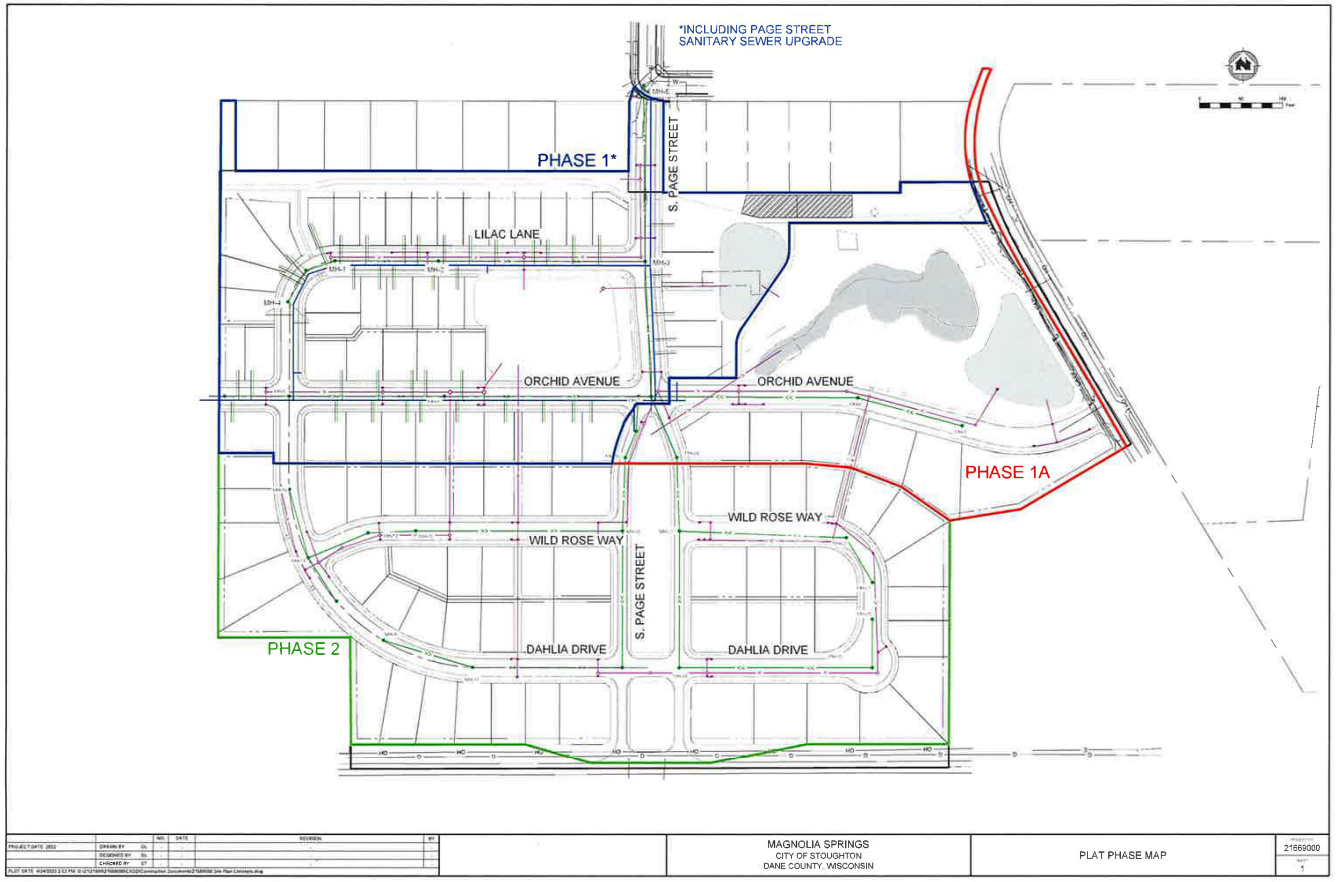
A	Intentionally left blank
B	Phasing Plan
C	Deed Restrictions Relating to Lots in Future Phases
D	Subdivision Improvements Agreement
E	Stoughton Utilities/City of Stoughton GIS Standard Specification
F	Form of Performance Bond
G	Stoughton Utilities Reimbursement Agreement
H	Park Dedication Exhibit

Attachment A

(Intentionally left blank)

Attachment B

PHASING PLAN



Attachment C

FORM OF COVENANTS RESTRICTING LOTS IN FUTURE PHASES

[see attached]

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Planning Director
City of Stoughton

(See attached list)

RESTRICTIVE COVENANTS
RELATING TO LOTS IN FUTURE PHASES

THESE RESTRICTIVE COVENANTS ("Covenants") are made this _____ day of _____, 202_ by _____ ("Declarant").

RECITALS

Declarant is the owner of the following described property (the "Property"):

Lots__ through ___ (inclusive), Plat of Magnolia Springs, all in the City of Stoughton, Dane County, Wisconsin.

The City of Stoughton, Dane County, Wisconsin (the "City") has required Declarant to record these Covenants to ensure that Lots within the Property are not conveyed until adequate provisions are made for the installation of public improvements needed to serve the Property.

COVENANTS

The Declarant hereby declares that the Property shall be subject to the following covenants, which shall bind and inure to the benefit of the Declarant and the City, and their successors and assigns, and to all parties hereafter having any interest in the Property:

1. **Sale of Lots.** No Lot subject to these Restrictive Covenants may be sold until all Public Improvements required by the City to serve the Lot have been constructed and accepted by the City, or until the Declarant and the City have executed a Subdivision Improvements Agreement that provides for the installation of the Public Improvements needed to serve the Lot.

2. **Binding Effect.** These Covenants shall run with the land and shall affect the Property and each part thereof and any interest in the Property or any part thereof and shall be binding upon and inure to the benefit of Declarant and Declarant's personal representatives, heirs, successors and assigns.

3. **City Control.** The City shall have an independent right to enforce these Covenants.

4. **Amendment.** These Covenants may be terminated, extended or amended only by a written instrument executed by the City and the Declarant.

5. **Waiver of Rights.** The failure of the City to enforce any provision of these Covenants shall not be a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the Declarant has signed these Covenants as of the date first written above.

_____

By:_____

_____

Title

_____

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 202_, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print name: _____

Notary Public, State of Wisconsin

My Commission _____

(SEAL)

This instrument was drafted by:

Attorney Matthew P. Dregne

Stafford Rosenbaum LLP

222 West Washington Avenue, Suite 900

P.O. Box 1784

Madison, WI 53701-1784

Attachment D

FORM OF SUBDIVISION IMPROVEMENTS AGREEMENT

AGREEMENT FOR
SUBDIVISION IMPROVEMENTS

PHASE ___

THIS AGREEMENT FOR SUBDIVISION IMPROVEMENTS (this "Agreement") is entered into this _____ day of_____, _____, by and between _____, (the "Developer"), and the City of Stoughton ("City"), a Wisconsin municipal corporation.

RECITALS

A. The Developer has received approval by the City of Stoughton for a Plat known as _____ (hereinafter the "Plat") for an area of land located in the City of Stoughton.

B. Developer intends to develop the Plat in phases (each a "Phase" and collectively the "Phases").

C. City of Stoughton ordinances require that provisions be made for the installation of public improvements, including but not limited to, streets, street lighting, sanitary sewers and water mains and appurtenances thereto, storm sewer and stormwater drainage facilities, greenways, walk ways, and erosion controls, and that such improvements be constructed by the Developer without cost to the City.

D. The Developer is bound by an agreement dated _____ ___, _____, entitled "Master Agreement to Undertake Development," relating to the installation of improvements needed to serve the Plat, among other things.

E. The City's purposes in entering into this Agreement are, among others, to provide for the installation of improvements to serve Phase __ of the Plat, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions.

F. The Developer now wishes to proceed with the installation of improvements needed to serve Phase __ in the Plat, as Phase ___ is depicted on Exhibit A. Subsequent construction phases will be defined in scope by future agreements for land division improvements pertaining to those Phases.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

1. *Master Agreement to Undertake Development.* The Developer continues to be bound by the Master Agreement to Undertake Development dated _____ ___, _____. Except as expressly provided otherwise in this Agreement, the Master Agreement to Undertake Development shall govern the development of Phase __.

2. *Improvements.* The Developer shall construct and install those improvements needed to serve Phase __, as determined by the City Planning Director. The improvements contemplated herein include the following: interceptor sewer and sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; storm sewer mains; streets, curb and gutter and sidewalks; street lamps; terrace trees; street signs; and facilities for the provision of natural gas, electric, cable, and telephone utility service (hereinafter referred to as the "Improvements"), in accordance with plans and specifications approved by the City Planning Director.

   The Improvements will be designed, constructed and installed by the Developer in accordance with the standard specifications of the City of Stoughton except as variances to or waivers of those requirements have been properly granted, and in accordance with plans and specifications approved by the City Engineer. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices as designated and approved by the City Engineer.

3. *City Approval of Starting Dates*. No land disturbances or work shall begin without the City Planning Director's approval of a starting date and schedule which shall be submitted by the Developer to the City Planning Director at a preconstruction meeting between Developer and the City. A starting date will not be approved until the Letter of Credit or performance bond required by Section 7, below, has been provided to the City.

4. *Developer's Project Manager*. The Developer hereby designates _____ as the Project Manager, who shall act as the Developer's representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone at _____._____.

5. *Change to Work Order*. The City shall not be responsible for any costs or changes relating to this project except those specifically enumerated and agreed upon in this or subsequent written, signed agreements between the Developer and the City.

6. *Time of Completion*. All work specified herein (except the surface course of asphalt) shall be completed within eighteen months after the execution of this Agreement. No damages

may be recovered by Developer or any person against the City for delay in completion of the improvements.

7. *Surety.* At or before the time this Agreement is executed, Developer shall provide the City with an irrevocable Letter of Credit or performance bond in the amount of 120 percent of the estimated cost of constructing the Improvements, which amount shall be approved by the City Planning Director.

8. *Effective Date.* This Agreement is entered into as of the day and year first written above.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

CITY OF STOUGHTON

By: _____
Tim Swadley, Mayor

ATTEST:

_____
Candee Christen, City Clerk

DEVELOPER

By: _____
Print name: _____
Title: _____

Approved as to Form:
Stafford Rosenbaum LLP

_____
By: Matthew P. Dregne, City Attorney

Attachment E

Stoughton Utilities / City of Stoughton GIS Standard Specification

(See attached)

Stoughton Utilities / City of Stoughton
GIS Standard Specification

1. GENERAL

This standard specification sets out the standard requirements for GIS deliverables provided to Stoughton Utilities (sanitary sewer and water) and the City of Stoughton (storm sewer). This standard is meant to supplement, and not replace any requirements that may be specified in individual project contracts.

Please contact Stoughton Utilities if conflicts arise in understanding or meeting these standards.

2. COORDINATE PROJECTS AND DATUMS

Projected Coordinate System:	NAD_1983_HARN_WISCRS_Dane_County_Feet
Projection:	Lambert_Conformal_Conic
Linear Unit:	Foot_US
Geographic Coordinate System:	GCS_North_American_1983_HARN
Datum:	D_North_American_1983_HARN
Prime Meridian:	Greenwich
Angular Unit:	Degree

3. DATA ACCURACY

It is expected that all feature points are placed using GPS coordinates. All data deliverables shall be accompanied by a reported data accuracy value. Accuracies shall be defined in feet, and satisfy a 95% confidence level. A minimum of three preexisting utility infrastructure points that were not altered as part of the project shall be included as accuracy reference points.

4. DELIVERABLES

Unless otherwise specified, all data shall be provided in an ESRI based formats

Refer to the online help site for ESRI based formats and resources. https://desktop.arcgis.com/en/arcmap

Accepted formats include:

- ESRI Geodatabase feature class types (file or personal Geodatabase accepted)
- Shapefile (.shp, .shx, .sbn, .sbx, .prj, .dbf)

Data files shall be accompanied with their relevant symbology layer (.lyr) files. When requested, MXD Map documents shall be delivered as a package with all dataset links intact.

5. ATTRIBUTE DATA

All features shall include correct attribute data records. See Exhibit A for minimum attribute data expectations.

EXHIBIT A- Minimum Attribute Expectations

WATER

Curb Stop Valves
- Date Installed
- Diameter
- Type

Hydrants
- Date Installed
- Main Size
- Manufacturer

Lateral Lines
- Date Installed
- Diameter
- Length
- Line Type *(Commercial, Domestic, Fire)*
- Material

Mains
- Date Installed
- Diameter
- Length
- Material
- Type *(Distribution, Hydrant)*

System Valves
- Class *(Distribution, Service, Hydrant)*
- Date Installed
- Diameter
- Manufacturer

SANITARY SEWER

Lateral Lines
- Date Installed
- Diameter
- Material

Mains
- Date Installed
- Diameter
- Downstream Elevation
- Length
- Material
- Shape
- Slope
- Street Name
- Type *(Gravity, Force)*
- Upstream Elevation

Manholes
- Cover Type
- Date Installed
- Diameter
- Invert Elevation(s)
- Material
- Rim Elevation

STORM SEWER

Pipes
- Date Installed
- Diameter
- Downstream Elevation
- Length
- Material
- Shape
- Slope
- Street Name
- Type *(Gravity, Force)*
- Upstream Elevation

Structures
- Cover Type
- Date Installed
- Diameter
- Invert Elevation(s)
- Material
- Rim Elevation

Attachment F

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

DEVELOPER ***(Name and Address);***

SURETY
(Name and Address of Principal Place of Business)

OWNER ***(Name and Address):***

SUBDIVISION IMPROVEMENTS AGREEMENT ('Development Agreement')

Effective Date of Agreement:
Amount:
Description ***(Name and Location):***

BOND

Bond Number:
Date ***(not earlier than Effective Date of the Agreement):***
Amount:

Surety and Developer intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duty executed by an authorized officer, agent or representative.

DEVELOPER AS PRINCIPAL

_____ **(Seal)**
Developer's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____**(Seal)**
Surety's Name and Corporate Seal

By: _____
Signature ***(attach power of attorney)***

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

OWNER APPROVAL

_____
Signature

_____
Print Name

_____
Title

1. The Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Development Agreement, which is incorporated herein by reference.

2. If the Developer performs the Development Agreement, including all warranties, guarantees, payments and reimbursements as described therein, the Surety and the Developer shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. The Surety's obligation under this Bond shall arise after:

   3.1 The Owner first provides notice to the Developer and the Surety that the Owner is considering declaring a Developer Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Developer, and Surety to discuss the Developer's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. The Owner shall determine the location of any conference required by this Bond. If the Owner, the Developer, and the Surety agree, the Developer shall be allowed a reasonable time to perform the Development Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Developer Default.

   3 2 The Owner declares a Developer Default and notifies the Surety.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release of the Surety from its obligations.

5. Upon notice from Owner, the Surety shall within 15 days of the Owner's notice and at the Surety's expense take one of the actions described in section 5.1, 5.2 or 5.3, in addition to making payments as described in Section 5.4:

   5.1 Arrange for the Developer, with the consent of the Owner, to perform and complete the obligations of the Development Agreement.

   5.2 Undertake to perform and complete the obligations of the Development Agreement itself, through its agents or independent contractors.

   5.3 With the consent of Owner, obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for an agreement for performance and completion of the obligations of the Development Agreement, arrange for an agreement to be prepared for execution by the Owner and a developer selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Development Agreement and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Agreement Price incurred by the Owner as a result of the Developer Default.

   5.4 The Surety shall immediately upon request from Owner, make payment for all sums owed to Owner by Developer pursuant to the Development Agreement which Developer has failed for more than 30 days to make payment in full.

6. If the Surety does not commence to proceed as provided in Paragraph 5 within 15 days of Owner's notice, unless extended by Owner in writing, and continue to proceed as soon as practicable and without delay, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. Surety shall not require the Owner to negotiate or enter a Takeover Agreement, Release, or any written agreement of any kind prior to Surety performing its obligations of this Bond, and any such request by Surety shall be deemed to be a default.

7. If the Surety elects to act under Paragraph 5.1, 5.2 or 5.3 and 5.4, then the responsibilities of the Surety to the Owner shall not be greater than those of the Developer under the Development Agreement except as described herein and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Development Agreement. The Surety is obligated, for:

   7.1 The responsibilities of the Developer for correction of detective work and completion of the Development Agreement, including the full warranty period provided within the Development Agreement.

   7.2 Additional legal, design professional, and delay costs resulting from the Developer's Default, and resulting from the actions or failure to act of the Surety under Paragraphs 5 and 6, including actual costs of actions, including litigation, Owner may take to enforce the terms of this Bond against Surety.

   7.3 Liquidated damages. Recognizing that the Owner will incur significant damages from Surety's delay, rather than require proof of the amount of such damages, and not as a penalty, Surety shall pay to Owner $500 per day, for each day that Surety fails to fully comply with the terms of this Bond within the time required by this Bond.

8. The Surety shall not be liable to the Owner or others for obligations of the Developer that are unrelated to the Development Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner, or its heirs, executors, administrators, successors, and assigns.

9. The Surety hereby waives notice of any change, including changes of time, work, or other terms, to the Development Agreement or to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within six years after a declaration of Developer Default or within six years after the Developer ceased working or within six years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs last. If the provisions of this paragraph are void or prohibited by law, the maximum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner, or the Developer shall be mailed or delivered to the address shown on the page on which their signature appears.

12. Statutory Bond Reduction. As and to the extent required by Wisconsin Statutes Section 236.13(2)(a)1., and not otherwise, the full amount of this Bond shall be automatically reduced upon substantial completion of the public improvements to the amount equal to the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements, subject to the following: Any such reduction shall not apply to defaults, notices, conditions, claims or occurrences arising prior to substantial completion.

Attachment G
Stoughton Utilities Reimbursement Agreement

STOUGHTON UTILITIES
DEVELOPMENT PLAN REVIEW COST REIMBURSEMENT AGREEMENT

Agreement entered into this _____ day of _____, 20__, by and between _____("Developer") and the City of Stoughton, a Wisconsin municipal corporation, acting by and through Stoughton Utilities ("Utility").

RECITALS

A. This Cost Reimbursement Agreement arises from Developer's wish to develop the property at _____, Stoughton, Wisconsin.

B. Developer would like the Utility to review the proposed development plan ("Development Plan") to identify the impacts it will have on utility services, including any increased need for services, which will require the Utility to incur costs for internal review and for professional review.

C. The Utility requires Developer to enter into this Agreement to avoid undue expense to the Utility rate payers.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, Developer agrees as follows:

SECTION 1. PAYMENT FOR REVIEW SERVICES

1.1. Developer shall pay all costs ("Administrative Costs") incurred by the Utility for internal staff review time and for professional services performed by outside consultants on behalf of the Utility in conjunction with the Development Plan, including but not limited to planning, engineering, inspection, and legal consultation. Developer acknowledges that Administrative Costs will be incurred in connection with, among other things: review of existing utilities; new or proposed utilities construction; review of developments concepts, plans and specifications; review of potential utility infrastructure impacts and all other professional services necessary. Administrative Costs shall be the actual costs for the internal work performed and the actual costs to the Utility on the basis of submitted invoices.

1.2. Bills shall be considered delivered upon personal delivery to Developer or upon mailing to Developer at the following address:

_____
_____
Stoughton, WI 53589

1.3. Developer shall pay the Administrative Costs within thirty (30) days of the time when the Utility delivers its bill. Failure to do so entitles the Utility to withdraw the amount of such unpaid bill from the guarantee of payment under section 2 below.

1.4. Developer acknowledges and understands that the professional consultants retained by the Utility are acting exclusively on behalf of the Utility and not Developer.

SECTION 2. GUARANTEE OF PAYMENT

2.1. Developer shall guarantee reimbursement of the Administrative Costs by depositing with the Stoughton Utilities Finance Manager cash or a cashier's check payable to the Utility in the amount of $10,000.00, subject to refund or release of unused amounts within 60 days following termination of this Agreement as defined in Section 3.

2.2. If at any time the monies on deposit with the Utility pursuant to section 2.1 are insufficient to pay expenses incurred or anticipated by the Utility for Administrative Costs, Developer shall deposit additional amounts within thirty (30) days of written demand by the Utility.

2.3. Violation of this Agreement, including but not limited to failure to pay amounts when due or failure to deposit amounts required under this section 2, shall entitle the Utility to suspend the Utility's work relating to the proposed development plan.

2.4. The remedies provided in this Agreement are cumulative and not exclusive and shall be in addition to, and not in lieu of, any other remedies available to the Utility at law or in equity.

SECTION 3. TERMINATION

3.1. This Agreement shall terminate upon (a) final rejection of the Development Plan by the City Council (b) City Council final approval of the utility infrastructure proposed after Utility review of the Development Plan, or (c) Utility receipt of a written statement from Developer withdrawing the Development Plan from further consideration.

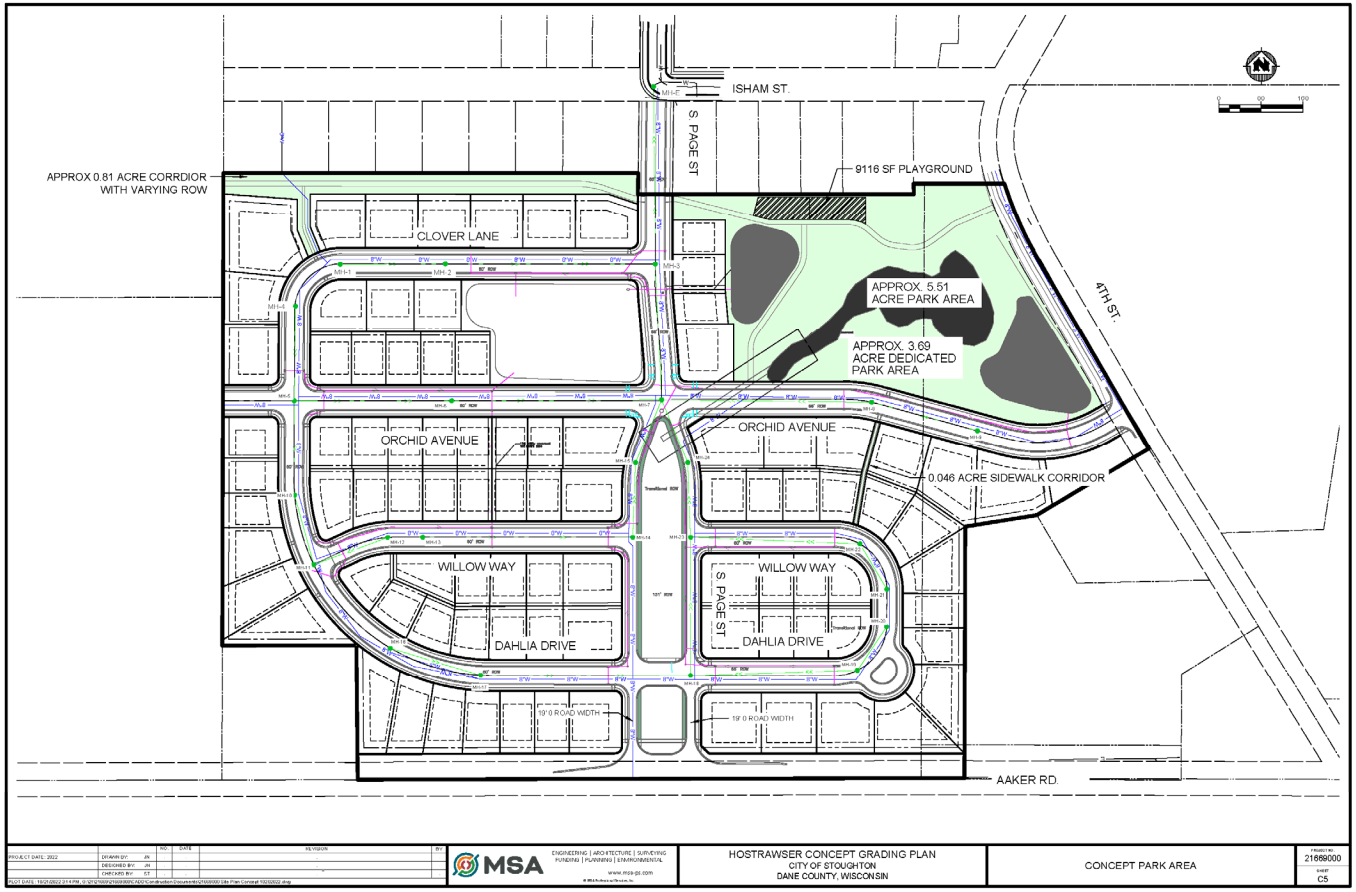
3.2. Developer's obligation to reimburse the Utility for Administrative Costs incurred to and including the date of termination and the Utility's rights and remedies to enforce such reimbursement shall survive the termination of this Agreement.

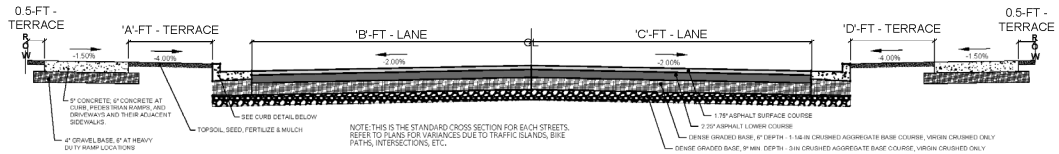
IN WITNESS WHEREOF, the parties have executed this Cost Reimbursement Agreement to be effective when executed by Developer.

_____	By _____
Date	(print name)_____
	CITY OF STOUGHTON, **acting through Stoughton Utilities**
_____	By _____
Date	Jill Weiss, Utilities Director

Attachment H

Park Dedication Exhibit

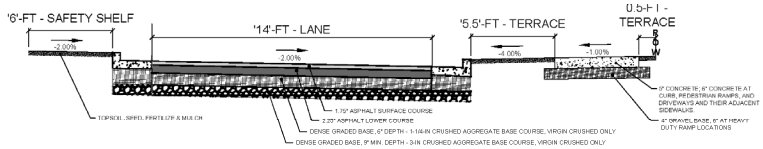




NOTE: THIS IS THE STANDARD CROSS SECTION FOR EACH STREETS. REFER TO PLANS FOR VARIANCES DUE TO TRAFFIC ISLANDS, BIKE PATHS, INTERSECTIONS, ETC.

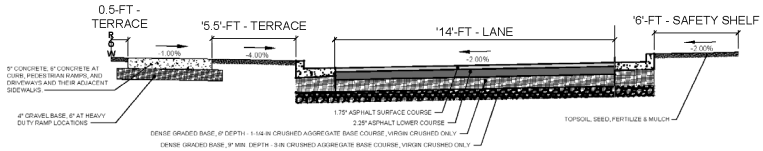
TYPICAL STREET CROSS SECTION

WIDTH TABLE (FT)					
STREET	'A' - L TERRACE WIDTH	'B' - LANE WIDTH	'C' - LANE WIDTH	'D' - R TERRACE WIDTH	R.O.W. WIDTH
CLOVER LANE	5.00	17.00	17.00	5.00	60
ORCHID AVENUE	5.00-8.00 (VARIES)	17.00	17.00	5.00-8.00 (VARIES)	60-66 (VARIES)
WILLOW WAY	5.00	17.00	17.00	5.00	60
DAHLIA DRIVE	5.00-8.00 (VARIES)	17.00	17.00	5.00-8.00 (VARIES)	60-66 (VARIES)
S. PAGE ST	5.00-8.00 (VARIES)	12.00-17.00 (VARIES)	17.00-18.00 (VARIES)	5.00-8.00 (VARIES)	66
S. PAGE ST (BELOW STAR INTERSECTION)	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	151



S. PAGE ST EAST TYPICAL STREET CROSS SECTION

NO SCALE



S. PAGE ST WEST TYPICAL STREET CROSS SECTION

NO SCALE

PROJECT DATE: 2022	DRAWN BY: JN	NO.	DATE	REVISION	BY	
	DESIGNED BY: JN					
	CHECKED BY: SJ			-		

PLOT DATE: 10/25/2022 2:25 PM, V:\2216\Shared\16\Drafting\CAD\Construction Documents\CV16\16000 Site Plan Concept 10-25-2022.dwg

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HOSTRAWSER CONCEPT GRADING PLAN
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN

STREET CROSS SECTIONS

PROJECT No: 21660000
SHEET: G1